

COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS
SPECIAL PROVISIONS
PROPOSAL AND BID BOOK
FOR

WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094
SEISMIC RETROFIT PROJECT



Notice to bidders and Special Provision dated: August 4, 2020

Project Plans approved: September 19, 2019

Standard Specifications: 2018

Standard Plans Dated: 2018

Contract No. To be determined

Federal Aid Project No. BHLSZD – 5958 (014)

County of Imperial Project No. 58C-0094

Bid Opening Date: August 28, 2020 @ 2:30 P.M.



For use in connection with the 2018 edition of the California Department of Transportation Standard Plans and Standard Specifications, and "Green Book Standard Specifications for Public Works Construction" latest edition. General Prevailing Wage Rates and Labor Surcharge and Equipment Rental Rates to the State of California, Department of Transportation.

Federal Aid No. BHLSZD – 5958 (014)

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SPECIAL NOTICE NO. 1

The bidder's attention is directed to Section 2-1.03 entitled, "Required Listing of Proposed Subcontractors," found under Part II. Special Provisions – Special Conditions, Section 2 Proposal Requirements and Conditions, which requires that proposed subcontractors be listed in the bidder's proposal. Instead of listing only subcontractors for signal and lighting work as in the past, all subcontractors are now to be listed in the bid proposal for items of work or portions thereof to be subcontracted in excess of one-half of one percent of the total bid or \$10,000, whichever is greater.

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the Director of Public Works in writing within two working days after the time of the bid opening, and copies sent to the subcontractors involved.

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SPECIAL NOTICE NO. 2

- Attention is directed to Section 1-1.01 entitled, “General,” found under Part II. Special Provisions – Special Conditions, Section 1. Specifications and Plans, which lists amendments to the Standard Specifications, dated May 2018, regarding plain language specifications.
- The “Proposal and Contract” book has been retitled and is now the “Bid” book.
- The “Notice to Contractors” has been retitled and is now the “Notice to Bidders.”
- Caltrans is replacing its UDBE program with federal DBE regulations. The Contract documents have been modified accordingly.
- Form FHWA-1273 (revised May 1, 2012), entitled, “Required Contract Provisions, Federal-Aid Construction Contracts,” has been included in Section 14 entitled, “Federal Requirements for Federal Aid Construction Projects,” found under Part IV. Special Provisions – Other Agency Requirements.
- Construction Contract Notification Requirement to the Office of Federal Contract Compliance Programs. Refer to Section 5 entitled, “General,” found under Part II. Special Provisions – Special Conditions, for these special provisions.

SPECIAL NOTICE NO. 3

Pursuant to the requirements of Senate Bill 854 and California Labor Code section 1725.5, all contractors and subcontractors that wish to engage in public work through a public works contract must first register with the Department of Industrial Relation and pay all applicable fees.

Beginning March 1, 2015, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)).

Beginning April 1, 2015, no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations, pursuant to Labor Code section 1725.5

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

For more information concerning Senate Bill 854 compliance, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

SPECIAL NOTICE NO. 4

Pursuant to FHWA Policy Memorandum dated December 11, 2015, all recipients must insert a contract clause referencing and requiring compliance with the Cargo Preference Act of 1954 (CPA) requirements and its implementing regulations in 46 CFR 381 for all Federal-aid highway projects awarded after February 15, 2016.

The clause should incorporate by reference the recommended clauses in 46 CFR 381.7(a)-(b) until FHWA-specific ones are developed and implemented through a revision of Form FHWA-1273.

This requirement applies to materials or equipment acquired for specific Federal-aid highway projects. Attention is directed to Section 5-1.17 entitled, "Cargo Preference Act," found under Part II. Special Provisions – Special Conditions.

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**PART I
BIDDING INFORMATION**

**COUNTY OF IMPERIAL
NOTICE TO BIDDERS**

Sealed proposals will be received at the office of the Clerk of the Board of Supervisors at the County Administration Center located at 940 Main Street, Suite 209 in El Centro, California 92243, until **2:30** O'clock p.m. on **August 28, 2020** at which time they will be publicly opened and read at the above stated time and place, for construction in accordance with the specifications therefore, to which special reference is made, as follows:

WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094
SEISMIC RETROFIT PROJECT
Federal Aid Project No. BHLSZD – 5958 (014)
County of Imperial Project No. 58C-0094

The DBE Contract Goal for the projects is **22%**

The contractor shall possess a California contractor's license, Class A, at the time this contract is awarded. In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of the State of California. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of the State of California. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time other contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board.

THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE TRANSPORTATION EFFICIENCY ACT OF 1991.

Bids are required for the entire work described herein. The contractor does not have the option to submit a bid proposal on only a portion of the following described work. The contractor must respond with a bid proposal for Base Bid.

Recommendation of selection to award Base Bid will be based on cost and budget availability at time of award. For purposes of determination of the lowest bid, Public Contract Code Section 20103.8 (a) will be used.

Technical questions or clarifications must be in writing and should be directed to the Imperial County Department of Public Works, Attention to Robert Ureña III, Civil Engineer Assistant II, at 155 S. 11th Street, El Centro, CA 92243 or emailed to roberturena@co.imperial.ca.us before **August 18, 2020**. No questions will be responded to after this day.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted communicated as a bidder inquiry before bid opening. After this time, the County will not consider these questions as bid protests.

**WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094
SEISMIC RETROFIT PROJECT
Federal Aid Project No. BHLSZD – 5958 (014)
County of Imperial Project No. 58C0094**

BID ITEM LIST

Item No.	Item Code	Description (F)	Unit of Measure	Estimated Quantity
1	120090 120100 120120 129000 129113 120198	TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM
2	120149 120159 120300	TEMPORARY PAVEMENT DELINEATION	LS	LUMP SUM
3	130100 130200 130900	WATER POLLUTION CONTROL	LS	LUMP SUM
4	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	3196
5	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	3016
6	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	126
7	820540	RESET ROADSIDE SIGN (WOOD POST)	EA	3
8	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	6020
9	840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	138
10	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	45
11	847194	CONTRAST STRIPE PAINT (1-COAT)	LF	2027
12	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM
13	141110	WORK AREA MONITORING (BRIDGE)	LS	LUMP SUM
14	153550	TEMPORARY ACCESS STRUCTURES	LS	LUMP SUM
15	510053	STRUCTURAL CONCRETE, BRIDGE (F)	CY	8
16	511106	DRILL AND BOND DOWEL	LF	60
17	520102	BAR REINFORCING STEEL (BRIDGE) (F)	LB	925

Item No.	Item Code	Description (F)	Unit of Measure	Estimated Quantity
18	550203	FURNISH STRUCTURAL STEEL (BRIDGE) (F)	LB	2082
19	550204	ERECT STRUCTURAL STEEL (BRIDGE) (F)	LB	2082
20	590117	SURFACE PREPARATION AND PAINTING OF STEEL	LS	LUMP SUM
21	999990	MOBILIZATION	LS	LUMP SUM

(F) – Denotes Final Pay Item

Plans, specifications, and proposal forms (bid documents) for bidding this project can be obtained at the office of the Imperial County Department of Public Works; 155 South 11th Street, El Centro, CA 92243. A \$100.00 fee is required (no refund will be made). Mail service is available at an additional cost of \$15.00 per set of documents. Make checks payable to the County of Imperial Department of Public Works.

Alternately, the bid documents can be found on Imperial County Public Works website under “Projects Out to Bid” at www.co.imperial.ca.us/PublicWorks/Index.htm.

Only those firms who have purchased the bid documents and the required trade journals will be directly provided any addendums that may be issued for this project prior to the bid opening date. Every attempt will be made to post addendums on the above mentioned Imperial County Public Works website as well.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

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.

Each BID must be accompanied by a BID bond payable to the County for ten percent (10%) of the total amount of the BID. Once BID prices have been compared, the County will return the BID bonds of all except the three lowest responsible BIDDERS. When the Agreement is executed, the BID bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved. A certified check or cashier's check may be used instead of a BID BOND, made payable to the County of Imperial.

The successful bidder shall furnish a payment bond and a performance bond, both equal to 100% of the contract amount.

You must take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26).

Bidders are advised that, they may substitute securities in place retained funds withheld by County. Cal. Pub. Cont. Code Section 22300. Alternatively, an escrow agreement, in the form prescribed by the code, may be used by the bidder.

The County of Imperial hereby affirms and notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.

Federal, State and local regulations and reporting requirements applicable to the proposed work must be complied with for this project.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the County in which the work is to be done has been determined by the Director of the California Department of Industrial Relations and are on file and available from the Clerk of the Board of Supervisors located at the County Administration Center, 940 Main Street, Suite 209, El Centro, CA 92243.

These wages are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. 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 set forth elsewhere in these special provisions. 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.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the prevailing wage rates determined by the State for similar classifications of labor, the Contractor and his subcontractor shall pay not less than the higher wage rate.

Bidders are advised that, as required by federal law, the State has established a statewide overall DBE goal. This County of Imperial federal-aid contract is considered to be part of the statewide overall DBE goal. The Agency is required to report to Caltrans on DBE participation for all Federal-Aid contracts each year so that attainment efforts may be evaluated.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov/DLSR/PWD>, or are available from the Clerk of the Board of Supervisors located at the County Administration Center, 940 Main Street, El Centro, CA 92243.

The federal minimum wage rates for this Contract as determined by the United States Secretary of Labor are included in the Bid Book and are available at <http://www.wdol.gov/dba.aspx>.

If the minimum wage rates as determined by the United States Secretary of Labor differs from the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, you and your subcontractors must not pay less than the higher wage rate. The County does not accept lower State wage rates not specifically included in the federal 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 you and your subcontractors, you and your subcontractors must pay not less than the Federal minimum wage rate that most closely approximates the duties of the employees in question.

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.

Withdrawal of bids shall not be permitted for a period of seventy-five (75) days after the date set for the opening thereof.

Monies withheld by the owner to ensure performance under the contract may be released in accordance with Government Code Section 4590 and these contract documents.

Blanca Acosta 8-4-20

Blanca Acosta
Clerk of the Board of Supervisors Date

Approved for Construction

John A. Gay Aug 4, 2020

John A. Gay, P. E.
Director of Public Works Date



PART II
SPECIAL PROVISIONS – SPECIAL CONDITIONS

WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094

SEISMIC RETROFIT PROJECT
Federal Aid Project No. BHLSZD – 5958 (014)
County of Imperial Project No. 58C-0094

SECTION 1. SPECIFICATIONS AND PLANS

1-1.01 GENERAL - The work embraced herein shall be done in accordance with the Standard Specifications dated May 2018 and the Standard Plans dated May 2018, of the Department of Transportation insofar as the same may apply, the project plans (I05-100, 9 sheets) and these special provisions. The special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

1-1.02 DEFINITIONS -- Whenever in the Standard Specifications the following terms are used, they shall be understood to mean and refer to the following.

Attorney General: Wherever used in the Standard Specifications shall refer to County Counsel.

Board of Supervisors: Also Board: Refers to the Board of Supervisors of the County of Imperial, the governing body created by law and the awarding authority of the County of Imperial, acting either directly or through its duly appointed officials.

California Standard Specifications: The Standard Specifications dated May 2018, State of California, Department of Transportation.

Contract Documents: Plans, Notice to Bidders and Special Provisions, and Bid Book and Contract.

County: County of Imperial, a political subdivision of the State of California, as created by law.

Director: The appointed official of the County of Imperial authorized to administer the contract.

Department of Transportation: Also, Department: Whenever used in the Standard Specifications, refers to the County of Imperial Board of Supervisors, except when used in reference to test methods of, or to denote publications or designate the mailing address of an agency of the State of California.

District: The Department of Public Works, Imperial County

Division of Measurement Standards: Wherever used in the Standard Specifications, shall refer to the Department of Agricultural Commissioner-Weights and Measures of the County of Imperial.

Engineer: The Director of Public Works, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties delegated to them.

Liquidated Damages: The amount prescribed in the Specifications to be paid to the County or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

State of California: Also, State: As used in these Specifications relative to the contract administration, refers to the County of Imperial.

State Contract Act: Chapter 1, Part 2, Division 2 of the Public Contract Code. The provisions of this act and other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL -- The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in Section 2-1.33A, "General," of the Standard Specifications will be found following the signature page of the Proposal.

Complete the forms in the *Bid Book*. Submit the forms with your bid.

Do not e-mail forms except for the copies of forms with the public works contractor registration number submitted after the time of bid.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

All blank spaces in the Bid form must be filled in, in ink, in both words and figures, where required. No changes will be made in the phraseology of the forms. Written amounts will govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and totals, unit prices will prevail. Indicate receipt of all addenda.

Any Bid will be deemed nonresponsive if it contains any of the following:

1. omissions, erasures, alterations, or additions of any kind
2. prices uncalled for
3. prices that are obviously unbalanced
4. fails to conform to the conditions of the published Advertisement for Bid in any manner.

Sign your bid in ink in the space provided.

If you are:

1. corporation, the legal name of the corporation must be stated, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation
2. co-partnership, the true name of the firm must be stated, together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership

If an agent other than the authorized corporate officer or a partnership member signs the bid, file a Power of Attorney with the County either before opening bids or with the bid. Otherwise, the bid may be nonresponsive. State and local sales and use taxes required by State statutes and laws will be paid by you. Prices quoted in the Bid must include sales tax.

Locations for obtaining Contract documents are listed in the Notice to Bidders.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the County or any other person will not affect the risks or obligations assumed by you or relieve you from fulfilling any of the conditions of the Contract.

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

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust the dimensions of the work to fit the existing conditions.

Check with local contractors regarding local site, surface, subsurface and material conditions and variability. Failure to do so will not relieve your obligation to enter into a contract and complete the contemplated work under the Contract Documents.

Examine all of the various parts of these Documents if contemplating the submission of a bid, and should there be any doubt as to the meaning or intent of the Contract Documents, you must request an interpretation, in writing, at least six working days before BID opening. Any interpretation or change in the Contract Documents will be made, in the form of addenda to the Documents and will be furnished to all Bidders receiving a set of the Documents. The County is not responsible for any other explanation or interpretations of the Documents.

Request for interpretation must be submitted in writing to Robert Ureña, at 155 S. 11th Street, El Centro, CA 92243 or emailed to RobertUrena@co.imperial.ca.us.

You must satisfy yourself of the accuracy of the estimated quantities in the BID Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS are submitted, you will not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

You may modify your bid by telegraphic or written communication provided such communication is received by the County before bid opening time. The telegraphic or written communication should not reveal the bid price but should state the addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

A BID will not be accepted if it modifies the Plans or Specifications or method of work.

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on future Public Works contracts.

The County may waive any informalities or minor defects or reject all BIDS. Any BID may be withdrawn before the BID opening or authorized postponement date. No BIDDER may withdraw a BID within seventy-five (75) days after the bid opening date. If the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the County and the BIDDER.

The County may make such investigations necessary to determine your ability to perform the WORK, and you will furnish to the County all requested information and data for this purpose. The County reserves the right to reject any BID if it is determined you are unqualified to carry out the obligations of the Agreement and to complete the work.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE

1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

Under 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

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

<https://dot.ca.gov/programs/civil-rights/dbe-search>

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.

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

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49CFR26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Construction Contract DBE Commitment*, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, all bidders must complete and submit Exhibit 15-G to the Agency. The DBE Commitment form must be received by the Agency within five (5) days of bid opening.

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

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

b. Good Faith Efforts Submittal

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the local agency within five (5) days of bid opening. Days means calendar days. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the recipient's offices are closed for all or part of the last day, the period extends to the next on which the agency is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

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

supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.

8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments from other bidders when determining whether the low bidder made good faith efforts to meet or exceed the DBE goal.

c. Exhibit 15-G - Construction Contract DBE Commitment

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

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)*, and Exhibit 15-G *Construction Contract DBE Commitment* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F:Monthly Disadvantaged Business Enterprise Payment)

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

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

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

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

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Construction Contract DBE Commitment* form, included in the Bid.

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

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

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

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

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

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

The contractor or consultant shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor or subconsultant obtains the agency's written consent. Unless the agency's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G: Construction Contract DBE Commitment.

2. BID OPENING

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

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is

(800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

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

5. CONTRACTOR LICENSE

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

6. CHANGED CONDITIONS

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or

contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

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

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Refer to Section 4 – Beginning of Work, Time of Completion and Liquidated Damage in Part II Special Provisions – Special Conditions of these Specifications.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

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

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

Refer to Section 5-1.08 – Prompt Payment of Withheld Funds to Subcontractors in Part II Special Provisions – Special Conditions of these Specifications.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

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

FHWA 1273 CERTIFICATION

The bidder, under penalty of perjury, certifies that, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager, shall comply with the provisions of the Form FHWA 1273 included in the Special Provisions. The provisions apply to all work performed on the contract including work performed by subcontract. The unmodified Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

Name of Contractor

Address

Signature:

Date:

**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 Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 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 sub grantee 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 sub grantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier

participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or sub grantee 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 sub grantee 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 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.

12. FEMALE AND MINORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for 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 (Standard Metropolitan Statistical Area) 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	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3

178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
	Non-SMSA Counties CA Imperial	18.2

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

13. 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 Imperial:

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

Obtain the County of Imperial approval for this submitted information before you start work. The County of Imperial 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 trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

14. 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:
 1. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 2. 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.

15. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees-

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carries, 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 State 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.

THE CONTRACTOR SHALL MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

2-1.03 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS – Subcontractors shall be listed in accordance with the provisions in Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

A sheet for listing subcontractors, as required herein is included in the proposal.

For purposes of this reporting, the term Subcontractor shall include:

- A. A contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who contracts with you; or
- B. Any subcontractor as defined in Public Contracts Code 4113 that performs work or labor or otherwise renders service to you; or

- C. Any person, corporation, partnership, joint venture, association or other business entity that provides to you machinery or other equipment, together with the operator of such equipment or machinery, unless such business entity is paid an hourly rate, works under your sole control and can terminate its business relationship with you at will without incurring any liability for such termination.

SECTION 3. CONTRACT AWARD AND EXECUTION

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.01 General

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The estimated quantities listed in the Bid are approximate and for the basis of award of Contract. Payment will be made on the measurement of the work actually performed by you. The County reserves the right to increase or decrease the amount of any class of work as may be deemed necessary and as stated in Section 9-1.06 in the Standard Specifications.

When the Bid for the work is to be submitted on a lump sum basis, a single lump sum price must be submitted in the appropriate place. The total amount to be paid you must be the amount of the lump sum in the Bid, as adjusted for additions or deletions resulting from changes in construction. After award of Contract, you will break down and submit the lump sum Bid into unit prices for the various portions to be completed.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

The Department breaks a tied bid with a coin toss.

3-1.02 Contract Award

Any party with a direct financial interest adversely affected by any alleged bid irregularity at the bid opening may file a PROTEST with the COUNTY based on alleged violations of Federal, State, or local law or ordinance, or alleged bid irregularity.

A protest must:

1. be **delivered to 155 S. 11th Street, El Centro, CA 92243, Attention to: Robert Ureña**
2. be written,
3. state the specific basis of the appeal,
4. request a determination of the protest issue,

5. be filed no later than 72 hours before the scheduled AWARD OF CONTRACT by COUNTY, as determined by the published agenda of the Board of Supervisors of the County of Imperial. Any protest filed after this time will not be considered.

The party filing the protest must transmit a copy of all protest documents and any attachments to all other parties with a direct financial interest which may be adversely affected by the determination of the protest appeal concurrently.

The COUNTY will review the protest and make a determination.

The NOTICE TO PROCEED will be issued after the contract has been approved by the Imperial County Board of Supervisors.

3-1.03 Contract Bonds

The successful bidder must furnish 2 bonds with a corporate surety approved by the County:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid.

The bond forms are in the Bid Book.

Attorneys-in-fact who sign BONDS must file with each a certified and effective dated copy of their power of attorney.

File BONDS within ten (10) business days from the date when NOTICE OF AWARD is delivered to you. The NOTICE OF AWARD must be accompanied by the necessary Agreement and BOND forms. Your failure to execute the Agreement may be considered as a default by the County and the BID BOND will become the property of the County.

Within fifteen (15) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by you, the COUNTY will sign the Agreement and return an executed duplicate of the Agreement. Should the COUNTY not execute the Agreement within such period, you may withdraw your signed Agreement with WRITTEN NOTICE. Such notice of withdrawal will be effective upon receipt of the notice by the COUNTY.

3-1.04 Contract Licensure

At the time the contract is awarded and at all times during construction of the Project, CONTRACTOR shall possess and maintain a California contractor's license, Class A.

3-1.05 Payee Data Record

Complete and deliver to the Engineer a *Payee Data Record* when requested by the County.

3-1.06 Contract Execution

The successful bidder must sign the Contract form. The contract form is found in these Special Provisions; Section VI.

Deliver to the Department of Public Works, 155 S. 11th Street, El Centro, CA 92243:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07 of the Standard Specifications

The County must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

**SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION
AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.04A, "Start of Job Site Activities," Section 8-1.05, "Time," and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 10 working days after the issuance of the Notice to Proceed. This Notice to Proceed will be given after the contract has been approved by the Imperial County Board of Supervisors.

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

Total 60 working days

The contractor shall pay to the County of Imperial the sum of **\$3,500** per day for Base Bid for each and every working days delay in finishing the work in excess of number of working days prescribed above.

Submit a notice 72 hours before starting job site activities.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NON-DISCRIMINATION -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM
(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination" Clause, set forth in Section 7-1.02I (2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 **(BLANK)**

5-1.03 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES -- When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a critical delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.04 PERFORMANCE OF SUBCONTRACTORS -- The subcontractors listed by you in Bid book shall list therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

5-1.05 SUBCONTRACTOR AND/OR TRUCKING RECORDS -- The Contractor shall maintain records showing the name and business address of each subcontractor and/or trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. Prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be provided to the Engineer by the Contractor. These records shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until this is submitted and accepted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by trucking companies to all firms, including owner-operators, for the leasing of trucks.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name and California Highway Patrol CA number of the owner of the truck for all trucks used during that month.

5-1.06 SUBCONTRACTING -- Attention is directed to the provisions in Section 5-1.13, "Subcontracting," and Section 2, "Bidding," and Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont Code § 4100 et seq., the County of Imperial may exercise the remedies provided under Pub Cont Code § 4110. The County of Imperial may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, the Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

Each subcontractor must have an active and valid:

1. State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).
2. Public works contractor registration number with the Department of Industrial Relations

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site at:

<https://www.dir.ca.gov/dlse/debar.html>

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.07 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS – A prime contractor or subcontractor shall pay to any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless, a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions and other remedies of that Section. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days of receipt of each payment may take place only for good cause and with the agency's prior written approval. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.08 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS
The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or non-payment by the prime contractor, deficient subcontract performance and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

5-1.09 PAYMENTS -- Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes.

Base Bid

Mobilization	\$45,000
Temporary Traffic Control	\$75,000
Temporary Pavement Delineation	\$3,500
Water Pollution Control	\$13,000
Lead Compliance Plan	\$15,000
Work Area Monitoring (Bridge)	\$10,000
Temporary Access Structures	\$75,000
Surface Preparation and Painting of Steel	\$60,000

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No payment will be made for any materials on hand which are furnished but not incorporated in the work.

The County will withhold five percent (5%) of all progress payments as retention. Retention will be paid to you on the Final Payment.

The final payment of five percent (5%) of the value of work under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by owner. Acceptance will be made only by an action of the Board of Supervisors in session.

5-1.10 INSURANCE – The Contractor shall carry Public Liability and Property Damage Liability Insurance as well as vehicle liability insurance at all times when work is being performed. Before beginning work, the Contractor shall provide the Engineer a Certificate of Insurance detailing the Contractors insurance amounts to be reviewed and approved by the County. For more information see “Construction Contract and minimum Insurance Amounts” in Part VI and 7-1.04 “Insurance,” elsewhere in these special provisions.

5-1.11 ARBITRATION – The Provisions of Section 9-1.22, “Arbitration” of the Standard Specifications shall not apply. Any unresolved claims shall be resolved by litigation in a court of competent jurisdiction within the County of Imperial.

5-1.12 APPRENTICESHIP REQUIREMENTS – CONTRACTOR agrees to comply with §1777.5, 1777.6 and 1777.7 of the California Labor Code relating to the employment of apprentices and to provide COUNTY with copies of any contract award information and verified statements of the journeyman and apprentice hours performed pursuant to this Agreement as required by §1777.5(e).

The responsibility for compliance with these provisions is fixed with CONTRACTOR for all apprenticeable occupations, where journeymen in the craft are employed on the public work, in a ratio of not less than one (1) apprentice for each five (5) journeymen (unless an exemption is

granted in accordance with §1777.5) and CONTRACTOR and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public work solely on the ground of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in §3077 of the Labor Code.

Only apprentices, as defined in §3077, who are in training under apprenticeship standards and who have signed written apprentice agreements will be employed on public works in apprenticeable occupations. This section shall not be enforced if the total contract amount of this contract is less than thirty thousand dollars (\$30,000).

5-1.13 CONSTRUCTION CONTRACT NOTIFICATION REQUIREMENT -- Contracting officers, applicants and contractors are required to give written notice to the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of a construction contract or subcontract in excess of \$10,000 (41 CFR 60-4.2)

The notification should include:

- The name, address and telephone number of the contractor;
- Employer identification number;
- Dollar amount of the contract;
- Estimated starting and completion dates of the contract;
- The contract number; and
- Geographical area in which the contract is to be performed.

Notices should be sent to the OFCCP Pacific Regional office with the following address:

90 7th Street , Suite #18-300, San Francisco, CA 94103.

A copy of Notification shall be provided to the County of Imperial for filing purposes.

5-1.14 QUESTIONS OR CLARIFICATIONS— All questions or clarifications must be in writing and shall be mailed to Robert Ureña, at 155 S. 11th Street, El Centro, CA 92243 or emailed to RobertUrena@co.imperial.ca.us before **August 18, 2020**. No questions will be responded to after this day.

5-1.15 RESOLUTION OF CLAIMS - (1) Compliance with all change order procedures is a prerequisite to filing a Public Contract Code Claim pursuant to this Section. Claims must be submitted no later than (a) 30 days after the dispute resolution process set forth in Section 5-14.3 is complete or (b) 30 days after the occurrence of the event giving rise to the claim. In accordance with the procedures set forth in Public Contract Code Sections 9204 and 20104-20104.6, a Contractor may submit a claim by registered or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the County; (b) payment by the County of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or (c) payment of an amount that is disputed by the County.

The Contractor shall furnish reasonable documentation to support the claim, including but not limited to: 1) a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provisions of the Contract upon which the claim is based, 2) a statement as to the amount of time and/or compensation sought pursuant to the claim; 3) whether the Contractor's claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the claim, 4) a time impact analysis in the event that Contractor requests a time extension, 5) full and complete cost records supporting the amount of any claim for additional compensation and 6) a notarized certification by the Contractor as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate and complete statement of all features relating to the claim asserted." Failure by the Contractor to provide sufficient documentation will result in denial of the claim. The County reserves the right to request additional documentation, or clarification of the documentation provided.

Upon receipt of a claim, the County will conduct a reasonable review and provide a written statement to the Contractor identifying what portion of the claim is disputed and what portion is undisputed within 45 days of receipt of the claim. The County and Contractor may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a claim, the County must make payment within 60 days of its issuance of the written statement.

If the Contractor disputes the County's written statement, or if the County fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The County will then schedule the meet and confer conference within 30 days of the demand. Within 10 business days following the meet and confer conference, the County will provide a written statement identifying the portion of the claim that remain in dispute. Any payment due on an undisputed portion of the claim will be made within 60 days of the meet and confer conference.

After the meet and confer conference, any disputed portion of the claim shall be submitted to non-binding mediation. Alternatively, upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures set forth below.

Failure of a public entity to respond to a claim within the time periods described above shall result in the claim being deemed rejected in its entirety. Additionally, amounts not paid in a timely manner shall bear interest at 7 percent per year.

In the event that the mediation is unsuccessful, Contractor must file a government claim pursuant to Government Code Sections 910 et seq. in order to initiate a civil action.

In any civil action filed to resolve claims, the court shall submit the matter to nonbinding mediation within 60 days following the filing or responsive pleading, provided that the parties have not already participated in mediation of the claim as outlined above. If the matter remains in dispute after nonbinding mediation, the court shall submit the matter to judicial arbitration pursuant to

Code of Civil Procedure Section 1141.10 et seq. If the matter remains in dispute after judicial arbitration, the County or the Contractor may request a trial de novo.

5-1.16 REQUIRED LICENSES – At the time the contract is awarded, and at all times during construction of the Project, CONTRACTOR shall possess and maintain a California contractor’s license, Class A.

5-1.17 CARGO PREFERENCE ACT (CPA) – Pursuant to FHWA Policy Memorandum dated December 11, 2015, all recipients must insert a contract clause referencing and requiring compliance with the Cargo Preference Act of 1954 (CPA) requirements and its implementing regulations in 46 CFR 381 for all Federal-aid highway projects awarded after February 15, 2016.

The clause should incorporate by reference the recommended clauses in 46 CFR 381.7(a)-(b) until FHWA-specific ones are developed and implemented through a revision of Form FHWA-1273.

This requirement applies to materials or equipment acquired for specific Federal-aid highway projects.

Local agencies must include the following contract clause (either directly or by reference) in all Federal-aid contracts awarded after February 15, 2016.

USE OF UNITED STATES FLAG VESSELS:

The Contractor agrees –

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

5-1.18 UNFAIR BUSINESS PRACTICE CLAIMS – Contractor and its subcontractor offer and agree to assign to COUNTY all rights, title, and interest in and to all causes

of action it may have under Section 4 of Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this Agreement. This assignment shall be made and become effective at the time the COUNTY tenders final payment to Contractor without further acknowledgement by the parties.

5-1.19 SECURITIES IN LIEU OF RETENTIONS – Bidders are advised that, they may substitute securities in place retained funds withheld by County. Cal. Pub. Cont. Code Section 22300. Alternatively, an escrow agreement, in the form prescribed by the code, may be used by the bidder.

No substitution will be accepted until:

1. the County approves the securities and their value,
2. the parties have entered into an escrow agreement (if the securities are to be held in escrow) in a form substantially similar to that under § 22300,
3. all documentation necessary for assignment of the securities to the County or to the escrow agent, are delivered in a form satisfactory to the County.

If you have substituted securities for any of the retention, the County may request that such securities be revalued from time to time, but not more often than monthly. Such revaluation will be made by a person or entity designated by the County and approved by you. If such revaluation results in a determination that the securities have a market value less than the amount of retention for which they were substituted, then the amount of the retention required under the Contract will be increased by such difference in market value. Such increased retention will be withheld from the next progress payment(s) due to you under the Contract.

SECTION 6. SCOPE OF WORK AND CONTROL OF WORK

SECTION 6-1. SCOPE OF WORK

The bidder's attention is directed to the provisions in Section 4, "Scope of Work," of the Standard Specifications and these special provisions for the specifications related to the scope of work.

6-1.01 CONTRACTOR'S NOTIFICATION

Provide notification in writing promptly, and before disturbing affected area for any of the following:

1. subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract
2. unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as included in the work provided for in the contract are encountered at the site

Upon written notification the Engineer will investigate the conditions, and if the Engineer determines the conditions materially differ and cause an increase or decrease in the cost or item required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified. The Engineer will notify you of his determination whether or not an adjustment of the contract is warranted.

You will be allowed 15 days from notification of determination to file a notice of potential claim as allowed under Section 5-1.43 of the Standard Specification, otherwise the Engineer's determination will be deemed to have been accepted by you as correct.

The notice of potential claim must state how your position differs from the Engineer's determination and you must provide any additional information obtained by you, including but not limited to additional geotechnical data. Supplementary information, obtained by you subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

The notice of potential claim must be accompanied by your certification that the following were made in preparation of the bid:

1. review of the contract,
2. review of the "Information Handout,"
3. review of the log of test borings and other records of geotechnical data to the extent they were made available to you prior to the opening of bids,
4. examination of the conditions above ground at the site

No contract adjustment which results in a benefit to you will be allowed unless you provide the required written notice.

No contract adjustment will be allowed under the provisions in Section 4 of the Standard Specifications for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made under the provisions in Section 4-1.06 of the Standard Specifications.

SECTION 6-2. CONTROL OF WORK

The bidder's attention is directed to the provisions in Section 5, "Control of Work," of the Standard Specifications and these special provisions for the specifications related to the Contract parties' relations and Contract acceptance.

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Provide Quality Control (QC).

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide QC.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the County's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

Use contract administration forms designated by the County.

6-2.01 SUBCONTRACTING

The bidder's attention is directed to the provisions in Section 5-1.06, "Subcontracting," of these special provisions for the specifications related to subcontracting.

6-2.02 AREAS FOR USE

Occupy County of Imperial Right-of-Way only for purposes necessary to perform the work.

If no County-owned area is designated for the Contractor's use, you may arrange for temporary storage with the County.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Defend, indemnify, and hold the County harmless to the same extent as under Section 7-1.05 of the Standard Specifications.

The County does not allow temporary residences within the County of Imperial Right-of-Way.

6-2.03 NONHIGHWAY FACILITIES

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities, such as buildings, meters, and junction boxes.

Underground infrastructure described in the Contract may be in different locations from those described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, immediately notify the Engineer and the infrastructure owner. The Engineer orders the locating and protecting of the infrastructure. The locating and protecting is change order work. If ordered, repair infrastructure damage. If the damage is not due to your negligence, the repair is change order work.

Immediately notify the Engineer of a delay due to the presence of main-line underground infrastructure not described in the Contract or in a substantially different location.

Notify the Engineer if the infrastructure described in the Contract cannot be found. If after giving the notice, you find the infrastructure in a substantially different location from that described, finding the infrastructure is change order work.

Nonhighway Facility Rearrangement

The County may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

The County may authorize facility owners and their agents to enter the Right-of-Way to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

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

Utilities Not Rearranged for Bridge Retrofit Activities

UTILITY	LOCATION
8-inch sewer line	Between girder 8 and 9; west side of bridge
10-inch sewer line	Between girder 8 and 9; west side of bridge
4.5-inch conduits	Between girder 1 and 2; east side of bridge

If necessary rearrangement of underground infrastructure is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is change order work.

Immediately notify the Engineer of a delay due to a rearrangement different from that described in the Contract.

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. Pay the infrastructure owner any additional cost

The County does not adjust time or payment for a rearrangement different from that described the Contract.

6-2.04 GUARANTEE

Guarantee all materials and equipment furnished and Work performed for a period of one (1) year from the date of Completion. You must warrant and guarantee for a period of one (1) year from the date of Completion of the project that the completed project is free from all defects due to faulty materials or workmanship and you will promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The County will give notice of observed defects with reasonable promptness. Should you fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the County may do so and bill you. Your performance bond remains in effect through the guarantee period.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

6-2.05 PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS

STATE OF CALIFORNIA ENCROACHMENT PERMIT

Portions of this project are located within the jurisdiction of the State of California. Before start of work within the State of California's right-of-way or work affecting the State of California facilities, you will be required to obtain an Encroachment Permit at State of California Transportation office:

CALTRANS, DISTRICT 11
PERMIT ENGINEER
4050 Taylor Street, MS110
San Diego, CA 92110
(619) 688-6158 phone
(619) 688-6157 fax

All provisions for Encroachment Permits, from Caltrans, shall be required to be applied for and obtained by the Contractor, including all work, materials, addressing all conditions, including permit fees.

All items within the Encroachment Permit shall be considered as included in the various items of work and no additional payment shall be made therefore. Please refer to Part VII of this Special Provision for Caltrans Encroachment permit requirements.

The Contractor shall coordinate with and be responsible for obtaining permission, permits and other documentation as necessary by Caltrans (See attached) to provide for the construction and traffic control signs, including project identification signs and any road lane closures as required by the Contractors traffic control plans, as per the Standard Specifications and these special provisions.

ADDITIONAL PERMITS

The Contractor shall coordinate with Bard Irrigation District, the Gas Company and any other utility agencies that may be affected by the project in order to obtain any required authorization to construct and permit to operate.

All bidders shall submit documents to the Imperial County Public Works Department showing proof of valid and current permits issued by the Air Pollution control District including the authorization to construct and the permit to operate. The permits shall be submitted after the bid opening and prior to the award of the contract. Any Bidders failing to submit said documents 10 days after opening of bids shall render their bids nonresponsive and/or responsible.

Full compensation for all coordination with and obtaining such permits and licenses shall be at contractor expense, including any agency permit fees.

SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

The bidder's attention is directed to the provisions in Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications and these special provisions for the specifications related to the contractor's compliance with laws, responsibilities for public safety and convenience, and responsibilities for indemnification, insurance, and liability.

7-1.01 GENERAL

Comply with laws, regulations, orders, and decrees applicable to the project. This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects. Indemnify and defend the County against any claim or liability arising from the violation of a law, regulation, order, or decree by you or your employees. Immediately report to the Engineer a discrepancy or inconsistency between the Contract and a law, regulation, order, or decree.

If the County incurs any fines or penalties because of your failure to comply with a law, regulation, order, or decree, the County deducts the amount of the fine or penalty.

Immediately notify the Engineer if a regulatory agency requests access to the job site or to records. Submit a list of documents provided to the agency and issued enforcement actions.

7-1.02 PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the Right-of-Way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12-1 of the Standard Specifications.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the current edition of the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Keep existing traffic signals and highway lighting in operation. Other forces within the County will perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Except for work specified in Section 12 of the Standard Specifications, maintaining, and removing the covers on construction area signs is change order work.

Install temporary illumination such that the illumination and the illumination equipment do not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

All movements of workmen and construction equipment on or across lanes open to traffic must be performed in a manner that do not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area must slow down gradually in advance of the location of the turnoff to give the traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying traffic, your vehicles and equipment must yield to traffic.

Immediately remove hauling spillage from a roadway lane or shoulder open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in compliance with the current edition of the *California MUTCD* and any directions of the Engineer. Signs must comply with the dimensions, color, and legend requirements of the current edition of the *California MUTCD* and section 12-3.11 of the Standard Specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and concrete-curing water. Extend overhead protection for pedestrians at least 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the *California MUTCD*, Part 6, Chapter 6D, "Pedestrian and Worker Safety."

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

Install Type K temporary railing or other authorized protective systems under any of the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily unprotected permanent obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with

protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day

3. Storage areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the Contract
4. Height differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Installation of Type K temporary railing is not required if an excavation within 15 feet from the edge of an open traffic lane is protected by any of the following:

1. Steel plate or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. Side slope where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Barrier or railing

Offset the approach end of Type K temporary railing a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure Type K temporary railing in place before starting work for which the temporary railing is required.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as specified for the closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

7-1.03 INDEMNIFICATION

You must indemnify and hold harmless the County, its agents, officers, and employees, against and from any and all claims, lawsuits, actions, liability, damages, losses, expenses, costs, and actual attorneys' fees, arising out of or in connection with your performance of this Contract for:

1. injuries to or death of any person or persons, including your employees, and
2. injuries to or destruction of property, including the loss of use

provided that any such claim, lawsuit, action, liability, damage, loss, expense or cost is caused in whole or in part by any negligent or intentional act or omission from you, your subcontractor, anyone directly or indirectly employed by you, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by the passive negligence of a party indemnified hereunder.

For purposes of your obligation to defend, indemnify, and save harmless, the term State will have the following meaning:

**The County of Imperial
Quincy Engineering, Inc.**

including their officers, directors, employees, agents, and design professionals.

Your obligations under section 7 will survive the termination of the Agreement.

7-1.04 INSURANCE

The Contractor shall carry Public Liability and Property Damage Liability Insurance as well as vehicle liability insurance at all times when work is being performed. Before beginning work, the Contractor shall provide the Engineer a Certificate of Insurance detailing the Contractor's insurance amounts to be reviewed and approved by the County. For more information see "Construction Contract and minimum Insurance Amounts" in Part VI elsewhere in these special provisions and the provisions in Section 7-1.06, "Insurance," of the Standard Specifications.

Carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

Obtain insurance and submit all certificates of insurance to the County for acceptance before starting work. The certificates of insurance must contain a provision that coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to County, or ten (10) days notice if cancellation is due to nonpayment of premium.

Do not allow any subcontractor to commence work until the insurance required of the subcontractor has been obtained.

Any violation of the requirements of section 7 constitutes a material breach of the entire Agreement.

Certificates evidencing the issuance of the following insurance must be filed with the COUNTY within ten (10) days after the date of execution of this Agreement by you and before the start of work:

(A) Workers' Compensation Insurance and Employer's Liability Insurance

You and your subcontractors must obtain and maintain for all employees engaged in the work. Provide Employer's Liability Insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence.

(B) Commercial General Liability (Form CG 20 10 11 85).

You must obtain and maintain for yourself and all your employees during the course of this Agreement, Commercial General Liability Insurance (Occurrence Form CG 0001) for bodily injury and property damage in an amount of not less than Five Million dollars (\$5,000,000.00) combined single limit coverage per occurrence and if the policy includes an aggregate limit, the aggregate limit must be at least Ten Million dollars (\$10,000,000) for the following coverage:

1. Personal injury
2. Broad form property damage
3. Explosion, Collapse, and underground hazards
4. Premises, operations, and mobile equipment
5. Products and completed operations
6. Blanket contractual liability

(C) Automobile Liability Insurance

Carry Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned automobiles used in connection with your business in an amount not less than One Million dollars (\$1,000,000) combined single-limit coverage per occurrence.

Subcontractors

You must include all subcontractors as insured under the policies or furnish separate certificates and endorsements to the County for approval for each subcontractor. All insurance coverage for subcontractors is subject to each of the requirements in Section 7 and must contain the additional insured endorsements required of you described under Section 7.

(E) Additional Insured Endorsement

The Commercial General Liability and Automobile Liability Insurance must each contain, or be endorsed to contain, the following provision:

The County, its officers, officials, employees, designated agents, and appointed volunteers must be named as additional insureds and must be added in the form of an endorsement to your insurance on Form CG 20 10 11 85. You must not commence work under this Agreement until Form CG 20 10 11 85 is delivered to County. This provision is not intended to extend to construction contractors contracted by the County to perform the work of improvement.

Coverage must not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under subdivision (b) of California Civil Code Section 2782.

(F) Other Insurance Provisions

For any claims related to the work performed under this Agreement, your insurance coverage must be primary insurance as to the County, its officers, officials, employees, designated agents and appointed volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, designated agents or appointed volunteers must be in excess of your insurance and must not contribute with it.

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either you must reduce or eliminate such deductibles or self-insurance retentions as they apply to County or you must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense and defense-related expenses.

Insurance coverage required of you under this Agreement must be placed with insurers with a current A.M. Best rating of no less than A:VII.

Insurance coverage in the minimum amounts must not be construed to relieve you for liability in excess of such coverage, nor will it preclude the County from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of County to enforce in a timely manner any of the provisions of Section 7 will not act as a waiver to enforcement of any of these provisions at a later date.

If any insurance coverage required by this Agreement is provided on a "Claims Made", rather than "occurrence" form, you agree to maintain required coverage for a period of three years after the expiration of this Agreement (Post Agreement Coverage) and any extensions. You must maintain the required Post Agreement Coverage by renewal or purchase of prior acts or tail coverage. This subprovision is contingent upon the Post Agreement Coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for Post Agreement Coverage must be deemed to be reasonable.

You agree to waive all rights of subrogation against County, its officers, officials, employees, agents, and volunteers for losses arising from work performed by you under this Agreement.

County will include a provision in its contract with the general contractor hired to perform the work of improvements requiring that the general contractor and all of its subcontractors maintain general liability insurance of not less than \$1,000,000 and that such insurance include the County, its officers, officials, employees, designated agents and appointed volunteers as additional insureds.

PART III- SPECIAL PROVISIONS –TECHNICAL PROVISIONS

SECTION 8. BUY AMERICA REQUIREMENTS

In accordance with the Caltrans Memorandum issued on December 30, 2013 with regard to the Buy America (BA) requirements as per the direction of the Federal Highway Administration (FHWA), the conditions indicated in the aforementioned memorandum apply to this project and the memorandum follows this specifications section.

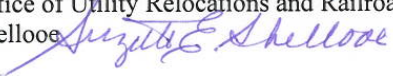
Memorandum

*Flex your power!
Be energy efficient!*

To: REGION/DISTRICT DIVISION CHIEFS
Right of Way

Date: December 30, 2013

File: UTILITIES
General

From: DEPARTMENT OF TRANSPORTATION
Chief – Office of Utility Relocations and Railroads
Suzette Shellooe 

Subject: BUY AMERICA

Headquarters Right of Way has revised the language for the Buy America (BA) requirements as per the direction of the Federal Highway Administration (FHWA). The requirements will be referenced by code and certify iron and steel have been manufactured in the United States. The changes will occur in the Right of Way Manual Chapter 13 Utilities Section 13.07.03.05 V. General Conditions. This URF supersedes URF 13-2.A

Paragraph V-8 Federal Aid Clause – No Master Contract:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.”

Paragraph V-8a Federal Aid Clause – No Master Contract and NEPA document on project:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.”

“In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.”

Paragraph V-9 Federal Aid Clause – Master Contract:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1 Part 645 is hereby incorporated into this Agreement by reference: provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the FHWA, shall govern in lieu of the requirements of said 23 CFR 645.”

“Caltrans improves mobility across California”

Paragraph V-9a Federal Aid Clause – Master Contract and NEPA document on project:

“It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1 Part 645 is hereby incorporated into this Agreement by reference: provided, however, that the provisions of any agreements entered into between the State and the OWNER pursuant to State law for apportioning the obligations and costs to be borne by each, or the use of accounting procedures prescribed by the applicable Federal or State regulatory body and approved by the FHWA, shall govern in lieu of the requirements of said 23 CFR 645.

“In addition, the provisions of 23 CFR 635.410, BA, are also incorporated into this agreement. The BA requirements are further specified in MAP-21, section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.”

Paragraph V-11a Utility Owner Self Certification Method:

“OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., Section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this Agreement, for products where BA requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying BA compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department’s guidelines for the implementation of BA requirements for utility relocations issued on December 3, 2013.”

NOTE:

- i. Utility Owner will source materials that comply with BA requirements.**
- ii. Utility Owner will certify compliance via a contract provision in the Utility Agreement above.**
- iii. Utility Owner will not be required to provide copies of supplier certifications or other utility owner-signed certifications as part of this Agreement or with the final invoice.**

Paragraph 11b Vendor/Manufacturer Certification Method:

“OWNER understands and acknowledges that this project is subject to the requirements of the BA law (23 U.S.C., section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance and will demonstrate BA compliance by collecting written certification(s) from the vendor(s) or by collecting written certification(s) from the manufacturer(s) (the mill test report (MTR)).”

“All documents obtained to demonstrate BA compliance will be held by the OWNER for a period of three (3) years from the date the final payment was received by the OWNER and will

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REGION/DISTRICT DIVISION CHIEFS
December 30, 2013
Page 3 of 3

be made available to Caltrans or FHWA upon request.”

“One set of copies of all documents obtained to demonstrate BA compliance will be attached to, and submitted with, the final invoice.”

Paragraph V-12 Utility Agreement not subject to BA

“State represents and warrants that this Utility Agreement is not subject to 23 CFR 635.410, the BA provisions.”

Please use the above clauses until the Right of Way Manual is updated.

Visit our new website at <http://www.dot.ca.gov/hq/buyamerica/ba-4.htm> or contact your HQ Reviewer if you have any questions.

c: Brent Green, Division Chief
District Utility Seniors
HQ Office/Branch Chiefs

“Caltrans improves mobility across California”

SECTION 9. DESCRIPTION OF WORK

The proposed improvements encompass providing the required seismic retrofit to prevent collapse of the multi-span simply supported steel girder bridge's superstructure (i.e. superstructure spans unseating at the intermediate bents). Improvements will primarily include the installation of longitudinal continuity plates between girders in adjacent spans and construction of transverse bent cap shear keys in the interior girder bays. See table below for a list of the bridge's seismic deficiencies and the corresponding proposed improvements.

Seismic Deficiencies	Proposed Seismic Retrofit Improvements
Inadequate bent bearing seat width	Install girder link plates
Inadequate transverse restraint at the bents	Install transverse shear keys

Additional improvements include removal of existing traffic striping, placement of temporary traffic striping, temporary Type K railing, and construction area signs; shifting traffic to new alignment; and final striping in accordance to the Project Plans (I05-100, 9 sheets), the Standard Plans and Specifications, and these Special Provisions.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK - When required by the Special Provisions or Project Plans, the Contractor shall follow the sequence of operations as set forth therein.

Full compensation for conforming to those requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

A two week lead time will be needed before construction begins to assure proper notification to the public, local residents and emergency and/ or enforcement agencies.

The Contractor shall provide the County with a detailed schedule and detour plan indicating how the project will be constructed prior to beginning of work.

10-1.02 EXISTING FACILITIES – The Contractors attention is directed to Section 5-1.36C, “Nonhighway Facilities,” and Section 15, “Existing Facilities,” of the Standard Specifications and Section 6-2.04, “Nonhighway Facilities” of these special provisions.

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

workers 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 6 inches (150 mm) in diameter or pipelines operating at pressures greater than 60 psi (415 KPa) gage; underground electric supply system conductors or cables with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Southern California (USA)	811 811

The Contractor and shall be responsible to protect in place existing utilities such as IID water lines and gas lines running under or along the construction and any other utility that may be impacted by proposed work. Compensation for coordination and for providing protection to impacted utilities shall be included in the various items of work and no additional compensation shall be made therefore.

10-1.03 MOBILIZATION – Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project; and for all other work and operations which must be performed or costs incurred prior to beginning work on the various contract items on the project site.

Payment

The Contractors attention is directed to Section 9-1.16D, “Mobilization” of the Standard Specifications.

The contract lump sum price paid for “Mobilization” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization as specified herein and no additional compensation shall be allowed therefor.

10-1.04 TEMPORARY TRAFFIC CONTROL-- Temporary traffic control devices shall be furnished, installed, maintained and removed when no longer required in conformance with the provisions in Section 12, “Temporary Traffic Control,” of the Standard Specifications and these special provisions.

Temporary traffic control, including flagging, apparel, temporary traffic control devices, and equipment for flaggers, must comply with the *California MUTCD*, Part 6, "Temporary Traffic Control."

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair. The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar 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-Southern California (USA)	811 811

Contractor shall provide project information signs, as shown elsewhere in these Special Provisions and shall install and maintain these during the project duration. At Project conclusion the signs & posts shall become property of County and County shall remove same at County expense.

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes, or at the option of the Contractor, construction area signs can be placed on portable barricades.

The term "temporary traffic control devices" shall include construction area signs, drums, and barricades required for the direction of public traffic through or around the work during construction and shall be furnished, erected, maintained, and removed by the Contractor.

Full compensation for providing, installing and maintaining temporary traffic control devices, flagging costs, and project information signs shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.

10-1.05 PROJECT IDENTIFICATION SIGNS – Project identification signs shall conform to the provisions in Section 12-3.11, "Construction Area Signs", of the Standard Specifications and these special provisions.

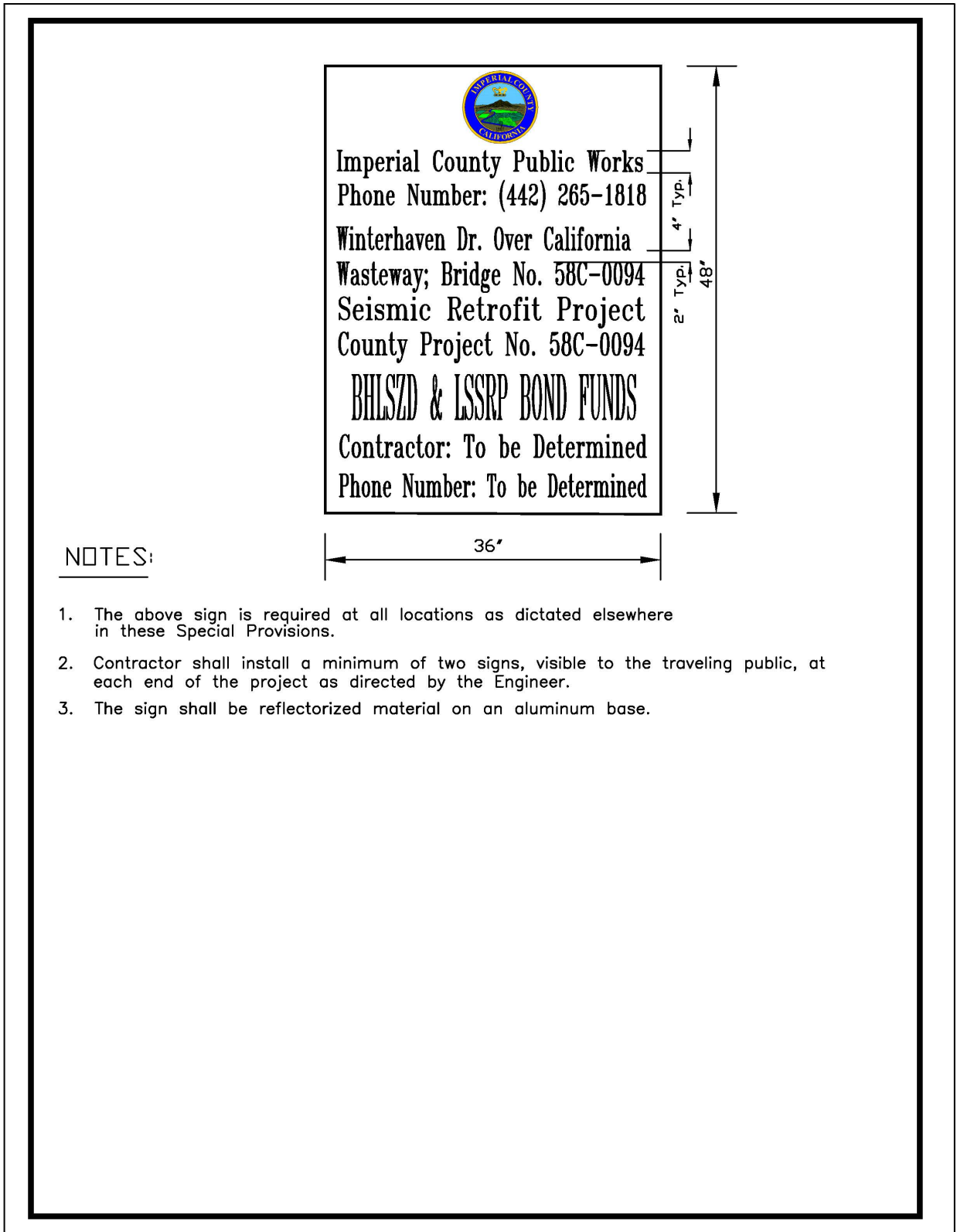
Before any major physical construction work readily visible to highway users is started on this contract, the contractor shall furnish and erect project identification signs (as shown below) at the locations designated by the Engineer.

Framing of plywood sign panels will not be required.

The signs shall be kept clean and in good repair by the Contractor.

Upon completion of the work, the signs shall become property of the County and County shall remove same.

The contract price paid for project identification signs shall be considered included in the item of work for "Temporary Traffic Control" and shall include full compensation for furnishing, erecting and maintaining of the signs, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.



NOTES:

1. The above sign is required at all locations as dictated elsewhere in these Special Provisions.
2. Contractor shall install a minimum of two signs, visible to the traveling public, at each end of the project as directed by the Engineer.
3. The sign shall be reflectorized material on an aluminum base.

10-1.06 CONSTRUCTION AREA SIGNS – The Contractors attention is directed to Section 12-3.11, “Construction Area Signs”, of the Standard Specifications and these special provisions for the specifications related to the placing of construction area signs.

Construction area signs shall include all temporary signs and object markers required for the direction of traffic through or within the project limits and project identification signs.

Definitions

Background: Dominant sign color.

Legend: Letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters that are intended to convey specific meanings on traffic signs.

Materials

(1) General

A construction area sign must be the product of a commercial sign manufacturer and have Type III or higher grade retroreflective sheeting.

The style, font, size, and spacing of the legend must comply with the *Standard Alphabets* published in the FHWA's Standard Highway Signs Book.

The sign must be visible from 500 feet and legible from 300 feet at noon on a cloudless day and during the hours of darkness under an illumination of legal low-beam headlights by persons with 20/20 vision or vision corrected to 20/20. A fabric sign panel on a portable sign is not subject to the visibility and legibility requirements for headlight illumination during the hours of darkness.

A construction area warning or guide sign must have a black legend on a retroreflective, orange background. A W10-1 advance warning sign for highway-rail grade crossings must have a black legend on a retroreflective yellow background.

(2) Stationary-Mounted Signs

Materials for a stationary-mounted sign must comply with Section 82-2 of the Standard Specifications for the type of panel involved.

A temporary sign support of any type placed within 15 feet from the edge of the traveled way must comply with the specifications for a Category 2 temporary traffic control device, see Section 12-3.01A(2) of the Standard Specifications.

- **Category 2 temporary traffic control devices:** Small devices weighing less than 100 lb that are not expected to produce significant changes in vehicular velocity but could cause harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports.

The sign post must be good, sound wood posts with the breakaway feature as shown for a roadside sign, see Section 82-3 of the Standard Specifications.

Fastening hardware and back braces must be commercial-quality materials.

(3) Portable Signs

Each portable sign must consist of a base, standard or framework, and a sign panel. Units delivered to the job site must be capable of being placed into immediate operation.

A sign panel for a portable sign must comply with the specifications for a stationary-mounted sign panel or be fabricated from one of the following materials:

1. Type VI, retroreflective, elastomeric roll-up fabric on the Authorized Material List for signing and delineation materials
2. Nonretroreflective, cotton, drill fabric
3. Nonretroreflective, flexible, industrial, nylon fabric
4. Another type of fabric if authorized

Do not use nonretroreflective portable signs during the hours of darkness.

The bottom of the portable sign panel must be at least 1 foot above the edge of the traveled way.

(4) Temporary Object Markers

A temporary object marker must be mounted on a stationary wood or metal post and must comply with Section 82 of the Standard Specifications.

A marker panel for a Type N (CA), Type P (CA), or Type R (CA) object marker must comply with the specifications for a marker panel for a stationary sign panel in Section 12-3.11B(2) of the Standard Specifications.

A target plate, post, and the hardware for a Type K (CA) and Type L (CA) temporary object marker must comply with the specifications for these items in Section 82 of the Standard Specifications.

Construction

(1) General

Place all construction area signs outside of the traveled way. Do not block a bicycle or pedestrian pathway with a construction area sign.

Place, install, maintain, and remove temporary object markers shown as construction area signs as specified for construction area signs.

Maintain accurate information on construction area signs. Immediately replace or correct signs that convey inaccurate information.

During the progress of work, immediately cover or remove unneeded signs.

Cover each unneeded sign such that the message cannot be seen. Securely fasten the cover to prevent movement from wind.

Check each covered sign daily for damage to the cover and immediately replace any cover if needed.

Clean each construction area sign panel at the time of installation and at least once every 4 months thereafter.

Be prepared to furnish additional construction area sign panels, posts, and mounting hardware or portable sign mounts on short notice due to changing traffic conditions or damage caused by traffic or other conditions. Maintain an inventory of commonly required items at the job site or make arrangements with a supplier who is able to furnish the items daily on short notice.

Replace any damaged construction area sign or repair the sign if authorized.

Remove any sign panel that exhibits irregular luminance, shadowing, or dark blotches at nighttime under vehicular headlight illumination.

(2) Stationary-Mounted Signs

Install stationary-mounted signs as described for the installation of roadside signs, see Section 82-3 of the Standard Specifications, except:

1. Back braces and blocks for sign panels are not required for signs 48 inches or smaller in width and diamond-shaped signs 48 by 48 inches or smaller.
2. Bottom of the sign panel must be at least 7 feet above the edge of the traveled way.
3. You may install a construction area sign on an above-ground, temporary platform sign support or on an existing lighting standard or other support if authorized. Do not make holes in a standard to support the sign if it is installed on an existing lighting standard.
4. Post embedment must be at least 2.5 feet if the post hole is backfilled around the post with commercial-quality concrete. The concrete must contain at least 295 pounds of cementitious material per cubic yard.

The Engineer determines the post size and number of posts if the type of sign installation is not shown.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar 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-Southern California (USA)	811
	811

Excavate each post hole by hand methods without the use of power equipment. You may use power equipment where you determine that subsurface utilities are not present in the area of the proposed post hole if authorized. The post-hole diameter must be at least 4 inches greater than the longest cross-sectional dimension of the post if it is backfilled with commercial-quality concrete.

Furnishing, installing, maintaining, moving, and removing any additional construction area signs if ordered is change order work.

Payment

Full compensation for providing, installing and maintaining “Construction Area Signs” shall be considered as included in the contract lump sum price paid for “Temporary Traffic Control” and no additional compensation shall be allowed therefor.

10-1.07 TRAFFIC CONTROL SYSTEM / MAINTAINING TRAFFIC – The Contractors attention is directed to Section 12-4.02, “Traffic Control Systems”, of the Standard Specifications and these special provisions for the specifications related to providing a traffic control system to close traffic lanes, shoulders, ramps, and connectors.

A traffic control system for a closure includes the temporary traffic control devices described as part of the traffic control system. Temporary traffic control devices must comply with Section 12-3 of the Standard Specifications and Section 10-1.06 “Constructions Area Signs,” of these Special Provisions.

Attention is also directed to Sections 7-1.03, “Public Convenience,” 7-1.04, “Public Safety,” and 12, “Temporary Traffic Control,” of the Standard Specifications and to the provisions in Section 7-1.02 “Public Safety” of these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in “Public Safety”.

In order to allow for construction access along the edge of bridge a portion of the east traffic lane and west shoulder shall be closed as per the approved Traffic Control Plan and as directed by the Engineer before work is commenced. A minimum of three (3) lanes shall remain open during construction as shown in the Traffic Control Plan. During placement of traffic control devices a minimum of one (1) paved traffic lane, at least 12 feet wide, shall remain open for traffic in each direction of travel. The full width of the traveled way shall remain open when no active construction activities are occurring.

The Contractor shall notify local authorities, Residents and Commercial Business of the Contractor’s intent to begin work at least 10 working days before work is begun. The Contractor shall cooperate with local authorities relative to handling traffic through the area and shall make arrangements relative to keeping the working area clear of parked vehicles.

The Contractor is advised that emergency vehicle access must be maintained during the course of work.

Designated Holidays

Holiday	Date Observed
New Year's Day	January 1 st
Washington's Birthday	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25 th

If a designated holiday falls on a Sunday, the following Monday is a designated holiday. If November 11th falls on a Saturday, the preceding Friday is a designated holiday.

Construction

(1) General

Work that interferes with traffic is limited to the hours when closures are allowed.

Do not reduce an open traffic lane width to less than 10 feet. If traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

Do not simultaneously close consecutive ramps in the same direction of travel servicing 2 consecutive local streets unless authorized.

Notify the Engineer of delays in your activities caused by the denial of either (1) an authorized closure or (2) a closure schedule request for the specified time frame allowed for closures.

Discuss the contingency plan for any activity that could affect the closure schedule with the Engineer at least 5 business days before starting the activity requiring the plan.

If you do not open a closure to traffic by the specified time, suspend work and submit a work plan. No further closures are allowed until your work plan has been authorized.

If the Engineer orders you to remove a closure before the time designated in the authorized closure schedule, any delay caused by this order is an excusable delay.

The Engineer may reschedule a closure that was canceled due to unsuitable weather.

Keep the full width of the traveled way open to traffic when no active construction activities are occurring.

Keep a minimum of 1 paved traffic lane at least 12 feet wide open for traffic in each direction of travel during placement of traffic control devices.

(2) Traffic Control System Requirements

(a) General

Control traffic using stationary closures.

If components of the traffic control system are displaced or cease to operate or function as specified, immediately repair them to their original condition or replace them and place them back in their original locations.

Vehicles equipped with attenuators must comply with Section 12-3.23 of the Standard Specifications.

Each vehicle used to place, maintain, and remove components of a traffic control system on a multilane highway must have a Type II flashing arrow sign that must operate whenever the vehicle is used for placing, maintaining, or removing the components. For a stationary closure, vehicles with a Type II flashing arrow sign not involved in placing, maintaining, or removing the components must display only the caution display mode. If a flashing arrow sign is required for a closure, activate the sign before the closure is in place.

(b) Stationary Closures

Except for channelizing devices placed along open trenches or excavations adjacent to the traveled way, remove the components of the traffic control system for a stationary closure from the traveled way and shoulders at the end of each work period. You may store the components at authorized locations within the limits of the highway.

If a traffic lane is closed with channelizing devices for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices as shown for the lane closure.

(c) Moving Closures

For a moving closure, use a PCMS that complies with Section 12-3.32 of the Standard Specifications except the sign must be truck mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

If you use a flashing arrow sign in a moving closure, the sign must be truck mounted. Operate the flashing arrow sign in the caution display mode if it is being used on a 2-lane, two-way highway.

Bridge Cleaning and Painting Activities

For bridge cleaning and painting activities, place the signs shown in the following table in addition to those shown on the plans:

Sign No.	Sign Description	Requirement
W20-1	Road Work Ahead	Place portable 30-by-30-inch signs at locations where traffic approaches a bridge with work underway. If the approach speed is greater than 50 mph, the sign must be 48 by 48 inches. The sign panel base material must not be plywood. Attach 2 orange, 16 sq in flags to each sign.
--	Cleaning and Painting Operations	Place a 48-by-48-inch sign near each W20-1 sign. Use 4-inch-high black lettering and include your name, address, and telephone number on an orange background.

The Engineer determines the exact locations of the signs. Do not use signs until needed. Maintain the signs in place during bridge cleaning and painting activities. Remove the signs at the end of each work shift.

After each day's bridge cleaning and painting activities, remove obstructions from the roadway to allow for free passage for traffic. Remove blast cleaning residue from the traveled way before opening the area to traffic.

You may lay supply lines along the top of curbs adjacent to railing posts if the lines do not interfere with traffic. Remove the lines when work is not in progress.

You may occupy the space designated on the plans for a construction work zone during construction activities.

Keep a minimum of three (3) lanes open during construction as shown.

Payment

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

Full compensation for providing the Traffic Control Plan, including furnishing , placing, maintaining, and removing temporary traffic control devices and temporary pavement striping/markings as part of the "Traffic Control System" shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.

10-1.08 TYPE III BARRICADE – The Contractors attention is directed to Section 12-3.10, “Barricades”, of the Standard Specifications and these special provisions for the specifications related to placing barricades.

Materials

Markings for barricade rails must be alternating orange and white retroreflective stripes.

Orange retroreflective sheeting must match color PR no. 6, Highway Orange, of the FHWA Color Tolerance Chart.

The interface between the rail surface and the retroreflective sheeting must be free of air bubbles or voids.

The predominant color of barricade components other than the rails must be white or unpainted galvanized metal or aluminum.

You may use a Type III barricade as a sign support if the barricade has been successfully crash tested under *NCHRP Report 350* criteria as a single unit with an attached sign panel of the size and type to be used.

A sign panel for a construction area sign or marker panel to be mounted on a barricade must comply with Section 12-3.11B(2) “Stationary-Mounted Signs” of the Standard Specifications.

Do not imprint an owner identification on the retroreflective face of any rail.

Construction

Place each barricade such that the stripes slope downward in the direction road users are to pass.

Place each sand-filled bag near the ground level on the lower parts of the frame or stays to serve as ballast for the barricades. Do not place ballast on top of barricades or over any retroreflective barricade rail face that is facing traffic.

Do not remove barricades that are shown to be left in place at the time of work completion.

Moving a barricade from location to location is change order work if ordered after initial placement of the barricade.

Payment

Full compensation for furnishing, placing, maintaining, and removing Type III Barricades shall be considered as included in the contract lump sum price paid for “Temporary Traffic Control” and no additional compensation shall be allowed therefor.

10-1.09 PLASTIC TRAFFIC DRUM – The Contractors attention is directed to Section 12-3.03, “Plastic Traffic Drums”, of the Standard Specifications and these special provisions for the specifications related to placing plastic traffic drums.

Submittals

Submit a certificate of compliance for plastic traffic drums.

Materials

A plastic traffic drum must comply with the manufacturer’s instructions for weight and ballast.

A plastic traffic drum must:

1. Be orange LDPE
2. Be flexible and collapsible upon vehicle impact
3. Have a weighted base to maintain an upright position and prevent displacement by passing traffic
4. Have a height such that the top of the drum is at least 36 inches above the traveled way

The weighted base must:

1. Be detachable
2. Be shaped to prevent rolling upon impact
3. Have a 38-inch maximum outside diameter
4. Have a 4-inch maximum height above the ground surface

Construction

Use 1 type of plastic traffic drum on the project.

Use the same type and brand of retroreflective sheeting for all plastic traffic drums used on the project.

Do not use sandbags or comparable ballast.

Moving plastic traffic drums from location to location if ordered after initial placement is change order work.

Payment

Full compensation for furnishing, placing, maintaining, and removing Plastic Traffic Drums shall be considered as included in the contract lump sum price paid for “Temporary Traffic Control” and no additional compensation shall be allowed therefor.

10-1.10 TEMPORARY RAILING (TYPE K) – The Contractors attention is directed to Section 12-3.20, “Type K Temporary Railing”, of the Standard Specifications and these special provisions for the specifications related to placing Type K temporary railing.

Type K temporary railing must consist of interconnected PC concrete barrier panels.

Reinforcing steel must comply with Section 52 of the Standard Specifications.

Submittals

Submit a certificate of compliance for Type K temporary railing not cast at the job site.

Materials

Concrete must comply with the specifications for minor concrete (see Section 90-2 of the Standard Specifications) except load tickets and a certificate of compliance are not required.

Steel bars to receive bolts at the ends of the concrete panels must comply with ASTM A36/A36M. The bolts must comply with ASTM A307.

You may substitute a round bar of the same diameter for the end-connecting bolt shown. If a round bar is used, the round bar must:

1. Comply with ASTM A36/A36M
2. Have a minimum length of 26 inches
3. Have a 3-inch-diameter, 3/8-inch-thick plate welded on the upper end using a 3/16-inch fillet weld

The final surface finish of the railing must comply with Section 51-1.03F(2) of the Standard Specifications.

Cure the exposed surfaces of the railing by the water method, the forms-in-place method, or the curing compound method using curing compound no. 1.

Construction

Before placing Type K temporary railing on the job site, paint the exposed surfaces of the railing with white paint complying with the specifications for acrylic emulsion paint for exterior masonry. The repainting of the units is change order work if it is ordered after the units are in place.

Place Type K temporary railing on a firm, stable foundation. Grade the foundation to provide a uniform bearing surface throughout the entire length of the railing.

Structure excavation and backfill must comply with Section 19-3 of the Standard Specifications except compaction of earth fill placed behind Type K temporary railing in a curved layout is not required.

Place and maintain the abutting ends of PC concrete units in alignment without substantial offset from each other.

The drilling of holes and bonding of threaded rods or dowels must comply with the specifications for drilling and bonding dowels in Section 51-1 of the Standard Specifications.

Install a reflector on the top or face of the rail of each rail unit placed within 10 feet of a traffic lane. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Install a Type P marker panel at each end of railing placed adjacent to a 2-lane, two-way highway and at the end facing traffic for railing installed adjacent to a one-way roadbed. If the railing is placed on a skew, install the marker at the end of the skew nearest the traveled way. Type P marker panels must comply with Section 82 of the Standard Specifications except you must furnish the marker panels.

After removing Type K temporary railing:

1. Restore the area to its previous condition or construct it to its planned condition if temporary excavation or embankment was used to accommodate the railing.
2. Remove all threaded rods or dowels to a depth of at least 1 inch below the surface of the concrete. Fill the resulting holes with mortar under Section 51-1 of the Standard Specifications except cure the mortar by the water method or by the curing compound method using curing compound no. 6.

If the Engineer orders a lateral move of Type K temporary railing and repositioning is not shown, the lateral move is change order work and the railing is not measured in the new position.

Payment

Full compensation for furnishing, placing, maintaining, and removing Type K Temporary Railing shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.

10-1.11 ALTERNATIVE TEMPORARY CRASH CUSHION – This section includes specifications for installing alternative temporary crash cushions.

Submittals

Submit a certificate of compliance for alternative temporary crash cushion.

Quality Assurance

At least 10 days before installation, submit a certificate of compliance and a minimum of two copies of the manufacturer's drawings, installation instruction manual, and maintenance manual for each model of alternative temporary crash cushion to be used. You must have a copy of the

manufacturer's drawings, installation instructions manual, and maintenance manual for each alternative temporary crash cushion to be used on the job site during installation.

Use personnel trained by the manufacturer to install alternative temporary crash cushion. A record of training provided by the manufacturer may be requested by the Engineer at any time.

Materials

An alternative temporary crash cushion must:

1. Be on the Authorized Material List for highway safety features
2. Be approved for design speeds at or below 43 mph (rated TL-2)
3. Fit within the physical constraints required at the planned locations (2 feet wide by 32 feet long)

Construction

Install alternative temporary crash cushion under the manufacturer's instructions.

Attach a Type R or Type P marker panel to the front of the alternative temporary crash cushion if the closest point of the crash cushion array is within 12 feet of the traveled way. Firmly fasten the marker panel to the crash cushion with commercial-quality hardware or by other authorized methods.

Maintain alternative temporary crash cushion in place at each location, including times when work is not actively in progress.

Repair damaged alternative temporary crash cushion immediately. Remove and replace crash cushions damaged beyond repair. Replacement and repair of crash cushions damaged by public traffic is change order work.

Payment

Full compensation for furnishing, placing, maintaining, and removing Alternative Temporary Crash Cushions shall be considered as included in the contract lump sum price paid for "Temporary Traffic Control" and no additional compensation shall be allowed therefor.

10-1.12 TEMPORARY PAVEMENT DELINEATION – The Contractors attention is directed to Section 12-6, "Temporary Pavement Delineation", of the Standard Specifications and these special provisions for the specifications related to placing temporary pavement delineation.

Temporary painted traffic stripes and painted pavement markings used for temporary delineation must comply with Section 84-2 of the Standard Specifications.

Temporary signs for no-passing zones must comply with Section 12-3.11 of the Standard Specifications.

Materials

(1) General

The following types of temporary pavement delineation must be on the Authorized Material List for signing and delineation materials:

1. Temporary pavement markers for long term day/night use (180 days or less)
2. Temporary pavement markers for short term day/night use (14 days or less)
3. Temporary (removable) striping and pavement marking tape (180 days or less)
4. Permanent traffic striping and pavement marking tape
5. Channelizers

(2) Temporary Pavement Markers

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced.

Temporary pavement markers must be for long-term day or night use, 180 days or less, except you may use temporary pavement markers for short-term day or night use, 14 days or less, if you place the permanent pavement delineation before the end of the 14 days.

Construction

(1) General

If work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. The temporary pavement delineation must consist of a lane line and centerline pavement delineation for traveled ways open to traffic. On multilane roadways, freeways, expressways, and 2-lane roadways with shoulders 4 feet or more in width, the temporary pavement delineation must also include edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including the required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free from dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or any other temporary pavement delineation. Maintain temporary pavement delineation until no longer needed or replace it with a new striping detail of temporary or permanent pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the temporary pavement delineation, including any underlying adhesive for temporary pavement markers, from the final layer of surfacing and from the pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

(2) Temporary Traffic Stripe Paint

Apply temporary traffic stripe paint under Section 84-2.03 of the Standard Specifications except you may apply 1 or 2 coats of the temporary traffic stripe paint for new or existing pavement.

You are not required to remove painted temporary traffic stripe that will be covered by paving work.

(3) Temporary Pavement Marking Paint

Apply temporary pavement marking paint under Section 84-2.03 of the Standard Specifications except you may apply 1 or 2 coats of the temporary pavement marking paint.

You are not required to remove of painted temporary pavement markings that will be covered by paving work.

You may use permanent or temporary removable pavement marking tape instead of temporary pavement marking paint.

(4) Temporary Pavement Markers

Place temporary pavement markers under the manufacturer's instructions. Cement temporary markers to the surfacing with the manufacturer's recommended adhesive except do not use epoxy adhesive in areas where the removal of the pavement markers is required.

You may use retroreflective pavement markers instead of temporary pavement markers for long-term day or night use, 180 days or less, except to simulate patterns of broken traffic stripe. Retroreflective pavement markers used for temporary pavement markers must comply with Section 81-3 of the Standard Specifications except the waiting period before placing pavement markers on new asphalt concrete surfacing as specified in Section 81-3.03 of Standard Specifications does not apply. Do not use epoxy adhesive to place pavement markers in areas where the removal of the pavement markers is required.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing Temporary Pavement Marking Paint, Temporary Traffic Stripe Paint, and Temporary Pavement Markers and removal of conflicting existing striping and all signage and pavement markings including establishing alignment for the stripes and layout work, complete in place, as specified in these specifications, special provisions and as directed by the Engineer shall be considered as included in the contract price paid per lump sum for "Temporary Pavement Delineation" and no separate or additional payment shall be considered therefor.

10-1.13 WATER POLLUTION CONTROL – The Contractors attention is directed to Section 13, “Water Pollution Control”, of the Standard Specifications and these special provisions for the specifications related to preventing, controlling, and abating water pollution within waters of the County of Imperial.

Full compensation for mitigating water pollution including preparation of a Stormwater Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP), job site management, and for furnishing, placing, maintaining, and removing Best Management Practices (BMPs) devices specified in these specifications, special provisions and as directed by the Engineer shall be considered as included in the contract price paid per lump sum for “Water Pollution Control” and no separate or additional payment shall be considered therefor.

10-1.14 PREPARE WATER POLLUTION CONTROL PROGRAM – The Contractors attention is directed to Section 13-2, “Water Pollution Control Program”, of the Standard Specifications and these special provisions for the specifications related to developing and implementing a Water Pollution Control Program (WPCP), providing a Water Pollution Control (WPC) manager, conducting WPC training, and monitoring, inspecting and correcting WPC practices.

If the County determines that the project qualifies for an erosivity waiver, the conditions for the waiver are specified in the special provisions. The erosivity waiver and R-factor are described in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002).

Submittals

Within 7 days after Contract approval, submit 2 copies of your WPCP. You may assign a QSP other than the WPC manager to develop the WPCP.

The WPCP must:

1. Show the location of disturbed soil areas, water bodies, and water conveyances
2. Describe the work involved in the installation, maintenance, repair, and removal of temporary WPC practices
3. Show the locations and types of WPC practices that will be used for:
 - Stormwater and nonstormwater in Contractor-support facilities outside the job site but related to work activities, including:
 - Staging areas
 - Storage yards
 - Access roads
 - Activities or mobile activities related to all NPDES permits
4. Show the locations and types of temporary WPC practices that will be used in the work for each type of construction phase

5. Show the locations and types of WPC practices that will be installed permanently under the Contract
6. Include a schedule showing when:
 - Work activities will be performed that could cause the discharge of pollutants into stormwater
 - WPC practices, including soil stabilization and sediment control, associated with each construction phase will be implemented
7. Include a copy of each permit obtained by the Department, such as the Department of Fish and Game permits, US Army Corps of Engineers permits, RWQCB 401 certifications, Docket No. ESPO-SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement), ADL Agreement notification, and RWQCB waste discharge requirements for reuse of aerially deposited lead

Allow 5 business days for review.

After the Engineer authorizes the WPCP, submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 3 printed copies of the authorized WPCP.

If a RWQCB requires review of the authorized WPCP, the review is specified in the special provisions and the Engineer submits the authorized WPCP to the RWQCB for review and comment.

If the Engineer orders changes to the WPCP based on the RWQCB's comments, submit a revised WPCP within 3 business days.

Do not start job site activities until the WPCP is authorized.

Submit a revised WPCP if:

1. Changes in work activities could affect the discharge of pollutants
2. WPC practices are added as change order work
3. WPC practices are added at your discretion
4. Changes in the quantity of disturbed soil are substantial
5. Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
6. Project receives a written notice or order from the RWQCB or any other regulatory agency

Construction

Manage work activities such that you reduce the discharge of pollutants to surface waters, groundwaters, and municipal-separate storm sewer systems.

Monitor and inspect WPC practices at the job site.

Notify the Engineer within 6 hours whenever you:

1. Identify discharges into receiving waters or drainage systems that are causing or could cause water pollution
2. Receive a written notice or order for the project from the RWQCB or any other regulatory agency

Continue WPCP implementation during any suspension of work activities.

You must submit a SWPPP and pay all associated costs if you do any of the following:

1. Disturb 1 ac or more of soil on a project without an erosivity waiver
2. Disturb more than 5 ac of soil on a project with an erosivity waiver
3. Fail to comply with the schedule for soil-disturbing activities for a project with an erosivity waiver and the delay voids the erosivity waiver

Payment

Full compensation for preparation of a Water Pollution Control Program (WPCP) shall be considered as included in the contract price paid per lump sum for “Water Pollution Control” and no separate or additional payment shall be considered therefor.

10-1.15 JOB SITE MANAGEMENT – The Contractors attention is directed to Section 13-4, “Job Site Management”, of the Standard Specifications and these special provisions for the specifications related to performing job site management work.

Job site management work includes spill prevention and control, material management, waste management, nonstormwater management, and dewatering activities.

Temporary linear sediment barriers must comply with Section 13-10 of the Standard Specifications.

Definitions

Minor spill: Spill of oil, gasoline, paint, or other materials in such small quantities that can easily be controlled by a first responder upon discovery of the spill.

Semisignificant spill: Spill of oil, gasoline, paint, or other materials in quantities that can be controlled by a first responder with help from other personnel.

Significant or hazardous spill: Spill of oil, gasoline, paint, or other materials in quantities that cannot be controlled by job site personnel.

Submittals

At least 15 days before the start of dewatering activities, submit a dewatering and discharge work plan. The dewatering and discharge work plan must include:

1. Title sheet and table of contents

2. Description of dewatering and discharge activities detailing the locations, quantity of water, equipment, and discharge point
3. Estimated schedule for dewatering and the discharge start and end dates of intermittent and continuous activities
4. Discharge alternatives, such as dust control or percolation
5. Visual monitoring procedures with inspection log
6. Copy of the approval to discharge into a sanitary sewer system

For material used or stored within the job site, submit the following documents as informational submittals:

1. Safety Data Sheet (SDS) at least 5 business days before material is used or stored
2. Monthly inventory records

Submit approval from the local health agency, city, county, and sewer district before discharging from a sanitary or septic system directly into a sanitary sewer system.

Submit a discharge notification upon discovery of a spill or discharge of materials into a body of water.

Construction

Implement effective housekeeping practices for handling, storing, using, and disposing of materials to prevent pollution. Limit potential pollutants at their source before they come in contact with stormwater.

(1) Spill Prevention and Control

(a) General

Keep material or waste storage areas clean, well organized, and equipped with enough cleanup supplies for the material being stored.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. If you spill or your equipment or materials leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

Prevent spills from entering stormwater runoff before and during cleanup activities. Do not bury the spill or wash it with water.

Immediately report spills to the WPC manager.

As soon as it is safe, contain and clean up spills of petroleum materials and sanitary and septic waste substances listed in 40 CFR, parts 110, 117, and 302. Comply with section 14-11 for a spill or leak that produces hazardous waste.

(b) Minor Spills

Clean up a minor spill as follows:

1. Contain the spread of the spill.
2. Recover the spilled material using absorbents.
3. Clean the contaminated area.
4. Promptly dispose of the contaminated material and absorbents.

(c) Semisignificant Spills

Immediately clean up a semisignificant spill as follows:

1. Contain the spread of the spill.
2. On a paved or other impervious surface, encircle and recover the spilled material with absorbents.
3. On soil, construct an earthen dike and dig up the contaminated soil for disposal.
4. During precipitation, cover the spill with 10-mil plastic sheeting or other material to prevent contamination of the runoff.
5. Promptly dispose of the contaminated material and absorbents.

(c) Significant or Hazardous Spills

Immediately notify the Engineer and qualified personnel of a significant or hazardous spill. Handle the spill as follows:

1. Do not attempt to clean up the spill until qualified personnel have arrived.
2. Obtain the immediate services of a spill contractor or hazardous material team.
3. Notify local emergency response teams by dialing 911 and county officials by using the emergency phone numbers retained at the job site.
4. Notify the California State Warning Center at (800) 852-7550.
5. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under 40 CFR 110, 117, and 302.
6. Notify other agencies as appropriate, including:
 - Fire department
 - Public works department
 - US Coast Guard
 - California Highway Patrol
 - City police or county sheriff's department
 - DTSC
 - Department of Conservation, Division of Oil, Gas, and Geothermal Resources
 - Cal/OSHA
 - RWQCB

(2) Material Management

The Contractors attention is directed to Section 13-4.03C, “Material Management”, of the Standard Specifications for the specifications related to material storage and stockpile management.

(3) Waste Management

(a) General

Manage solid waste under Section 14-10 of the Standard Specifications.

Manage hazardous waste under Section 14-11 of the Standard Specifications.

(b) Concrete Waste

Prevent the discharge of concrete and asphalt concrete waste into storm drain systems and receiving waters.

Collect concrete waste simultaneously with the waste-producing activity. Concrete waste includes grout, dust, debris, residue, and slurry from demolition, saw cutting, coring, grooving, or grinding activities.

Dispose of liquid residue from concrete grooving or grinding activities at an appropriately permitted disposal facility.

If authorized, you may transport liquid grooving or grinding residue to a contractor-support facility for drying.

(c) Liquid Waste

Prevent job-site liquid waste from entering storm drain systems and receiving waters. Liquid wastes include:

1. Drilling slurries or fluids
2. Grease- and oil-free wastewater and rinse water
3. Dredgings, including liquid waste from cleaning drainage systems
4. Liquid waste running off a surface, including wash and rinse water
5. Other nonstormwater liquids not covered by separate permits

Store liquid waste in structurally sound, leak-proof containers, such as roll-off bins or portable tanks.

Provide enough liquid waste containers with enough volume to prevent overflow, spills, and leaks. Store containers at least 50 feet from moving vehicles and equipment.

Remove and dispose of deposited solids from sediment traps under Section 14-10 of the Standard Specifications unless another method is authorized.

Liquid waste may require testing to determine hazardous material content before disposal.

Dispose of drilling fluids and residue.

If an authorized location is available within the job site, fluids and residue exempt under 23 CA Code of Regs § 2511(g) may be dried by evaporation in a leak-proof container. Dispose of the remaining solid waste under Section 14-10 of the Standard Specifications.

(4) Nonstormwater Management

(a) General

Use water for work activities such that erosion and the discharge of pollutants into storm drain systems and receiving waters are prevented. Obtain authorization before washing anything at the job site with water that could discharge into a storm drain system or receiving waters. Immediately report discharges.

Sweep and vacuum paved areas. Do not wash paved areas with water.

Direct runoff water, including water from the repair of a water line, from the job site to areas where it can infiltrate into the ground. Do not allow spilled water to escape the areas used to fill water trucks. Manage run-on to minimize contact with job site water.

(b) Thermoplastic Striping and Pavement Markers

Do not preheat, transfer, or load thermoplastic within 50 feet of drainage inlets or receiving waters.

Do not unload, transfer, or load bituminous material for pavement markers within 50 feet of drainage inlets or receiving waters.

Collect and dispose of bituminous material from the roadway after removing markers.

Payment

Full compensation for providing Job Site Management shall be considered as included in the contract price paid per lump sum for “Water Pollution Control” and no separate or additional payment shall be considered therefor.

10-1.16 TEMPORARY CONCRETE WASHOUTS – The Contractors attention is directed to Section 13-9, “Temporary Concrete Washouts”, of the Standard Specifications and these special provisions for the specifications related to installing temporary concrete washouts.

You may use any of the following systems for a temporary concrete washout:

1. Temporary concrete washout facility
2. Portable temporary concrete washout
3. Temporary concrete washout bin

Submittals

At least 5 business days before starting concrete activities, submit an informational submittal that includes:

1. Location of each concrete washout
2. Name and location of the off-site disposal site to receive the concrete waste
3. Copy of the permit issued by the RWQCB for the off-site commercial disposal site
4. Copy of the permit issued by the state or local agency with jurisdiction over a disposal site located outside of the State

Retain and submit tracking records for the disposal of concrete waste as an informational submittal.

Submit a certificate of compliance for (1) the fabric bag for gravel-filled bags and (2) the plastic liner.

Materials

(1) General

The sign for a concrete washout must comply with Section 12-3.11B(3) of the Standard Specifications except the sign panel may be plywood. The sign panel must be at least 4 by 2 feet. The sign legend must read Concrete Washout in at least 6-inch-high black letters on a white background.

(2) Temporary Concrete Washout Facilities

Stakes for a temporary concrete washout facility must comply with Section 13-10.02C of Standard Specifications.

Straw bales for a temporary concrete washout facility must comply with Section 13-10.02H of Standard Specifications.

Gravel-filled bags for a temporary concrete washout facility must comply with Section 13-5.02G of Standard Specifications.

The plastic liner for a temporary concrete washout facility must be:

1. New single-ply polyethylene sheeting without seams or overlapping joints
2. At least 10 mils thick
3. Free of holes, punctures, tears, or other defects

(3) Portable Temporary Concrete Washouts

A portable temporary concrete washout must be a commercially available, watertight container with enough capacity to contain all liquid and concrete waste generated by washout activities without seepage or spills and be:

1. At least 55 gallons in capacity.
2. Labeled for exclusive use as a concrete waste and washout facility. *Concrete Washout* must be stenciled in 3-inch-high black letters on a white background with the top of the letters placed 12 inches from the top of the container.

(4) Temporary Concrete Washout Bins

A temporary concrete washout bin must be a commercially available, watertight container with enough capacity to contain all liquid and concrete waste generated by washout activities without seepage or spills and be:

1. At least 5 cubic yards in capacity
2. Roll-off type with or without folding steel ramps
3. Labeled for exclusive use as a concrete waste and washout facility

Construction

Place a concrete washout at the job site:

1. Before starting concrete placement activities
2. In the immediate area of concrete work where authorized
3. No closer than 50 feet from any storm drain inlet, open drainage facility, ESA, or watercourse
4. Away from traffic or public access areas

Install a concrete washout sign adjacent to each concrete washout location.

Use a concrete washout to collect:

1. Washout from concrete delivery trucks
2. Slurries containing concrete or asphalt from saw cutting, coring, grinding, grooving, and hydrodemolition
3. Concrete waste from mortar mixing stations

Do not fill a concrete washout higher than 6 inches below the upper rim.

Dispose of concrete waste within 2 business days after a concrete washout becomes full. Dispose of concrete waste from a concrete washout at a plant licensed to receive solid concrete waste, liquid concrete waste, or both.

Relocate a portable temporary concrete washout or bin as needed for concrete work. The County does not pay for relocating a portable temporary concrete washout or bin.

Secure a portable temporary concrete washout or bin to prevent spilling concrete waste when relocating or transporting it within the job site. If you spill concrete waste, clean up the spilled material and place it back into the concrete washout unit.

Payment

Full compensation for furnishing, placing, maintaining, and removing Temporary Concrete Washouts specified in these specifications, special provisions and as directed by the Engineer shall be considered as included in the contract price paid per lump sum for “Water Pollution Control” and no separate or additional payment shall be considered therefor.

10-1.17 PAVEMENT MARKER (RETROREFLECTIVE) – The Contractors attention is directed to Section 81-3, “Pavement Marker”, of the Standard Specifications and these special provisions for the specifications related to placing pavement markers.

Submittals

Submit a certificate of compliance for each type of pavement marker used.

Materials

(1) General

A pavement marker must be on the Authorized Material List for signing and delineation materials.

Pavement markers must be packaged in a way that prevents damage.

Each package must be marked with:

1. Manufacturer's name
2. Type
3. Color
4. Quantity
5. Lot number
6. Date of manufacture

Protect pavement markers from moisture during shipment to the job site and when stored at the job site.

(2) Retroreflective Pavement Markers

The exterior surface of a retroreflective pavement marker must be smooth and contain 1 or 2 retroreflective faces of the specified color.

The base of the marker must be rough textured and free from gloss and substances that could reduce the adhesive bond. The base must be flat within a 0.05-inch tolerance.

A retroreflective pavement marker must comply with the requirements shown in the following table:

Retroreflective Pavement Marker Requirements

Quality characteristic	Test Method	Requirement		
Bond strength (min, psi) ^a	California Test 669	500		
Compressive strength (min, lb) ^b		2,000		
Compressive strength, recessed markers (min, lb)		1,200		
Abrasion resistance, specific intensity minimum requirements after abrasion		Pass		
Water soak resistance		No delamination of the body and lens system or loss of reflectance		
Reflectance		Specific intensity		
		Clear	Yellow	Red
0° incidence angle (min)		3.0	1.5	0.75
20° incidence angle (min)		1.2	0.60	0.30
1 year after placement		0.30	0.15	0.08

^aThe marker body or filler material must not fail before reaching 500 psi under the bond strength test.

^b not deform more than 0.125 inch at a load of less than 2,000 lb, and delamination of and filler material must not exceed 0.125 inch regardless of the compressive load required to break the marker.

(3) Hot Melt Bituminous Adhesive

Standard hot melt bituminous adhesive must comply with the requirements shown in the following table:

Quality characteristic	Test Method	Requirement
Penetration, 100 g, 5 seconds, 77 °F (dmm)	ASTM D5	10–20
Softening point (min, °F)	ASTM D36	200
Flash point, COC (min, °F)	ASTM D92	550
Filler content (percent by weight) (insoluble in 1,1,1 trichloroethane)	ASTM D2371	65–75
Brookfield thermosel viscosity, no. 27 spindle, 20 rpm, 400 °F (centipoise)	ASTM D4402	3,000–6,000

Flexible hot melt bituminous adhesive must comply with the requirements shown in the following table:

Quality characteristic	Test Method	Requirement
Penetration, 100 g, 5 seconds, 77 °F (dmm)	ASTM D5	30
Softening point (min, °F)	ASTM D36	200
Ductility, 2 in/min, 77 °F (min, in)	ASTM D113	6

Ductility, 0.4 in/min, 39 °F (min, in)	ASTM D113	2
Flexibility	California Test 440	No breaks or cracks
Brookfield thermosel viscosity, no. 27 spindle, 20 rpm, 375 °F (centipoise)	ASTM D4402	2,500–6,000
Bond strength to concrete (min, psi)	California Test 440	100
Bond strength to retroreflective pavement marker (min, psi)	California Test 440	200

The filler material must be Type PC, Grade III, calcium carbonate complying with ASTM D1199. The fineness of the filler material must comply with the gradation requirements shown in the following table:

Sieve Size	Percentage Passing
No. 100	100
No. 200	95
No. 325	75

(4) Epoxy Adhesive

The epoxy adhesive must be either rapid set or standard set.

Construction

(1) General

Establish the alignment for placing pavement markers.

Do not place pavement markers over longitudinal or transverse joints in the pavement surface.

Place pavement markers when the pavement surface is dry.

Before placing pavement markers, remove undesirable material from the pavement surface, including dirt, curing compound, grease, oil, loose or unsound layers, and paint. Regardless of the pavement's age or type, clean the surface by abrasive blast cleaning except where you apply hot melt bituminous adhesive on clean asphalt concrete or on a new clean seal coat.

Apply pavement markers to the pavement with bituminous adhesive, flexible bituminous adhesive, standard set epoxy, or rapid set epoxy adhesive. Apply markers in pavement recesses with flexible bituminous adhesive.

Comply with the manufacturer's installation instructions for the type of adhesive used.

Completely cover the pavement surface where the pavement marker is to be applied or the bottom of the pavement marker with the adhesive without leaving any voids. Place the marker into position

and firmly apply pressure until contact is made with the pavement. Apply enough adhesive such that it protrudes around the marker's edges after pressing it into place.

Place retroreflective pavement markers such that each retroreflective face is perpendicular to a line parallel to the roadway centerline.

The Engineer determines when the adhesive has set long enough for newly installed pavement markers to bear traffic.

(2) Hot Melt Bituminous Adhesive

If using hot melt bituminous adhesive, place pavement markers on asphalt concrete or a new seal coat (1) after the surface or seal coat has been open to traffic for at least 7 days and (2) when the pavement and ambient air temperatures are above 50 degrees F.

Indirectly heat hot melt bituminous adhesive in an applicator with continuous agitation or recirculation. Do not heat hot melt bituminous adhesive above the manufacturer's maximum safe heating temperature.

Place pavement markers immediately after applying hot melt bituminous adhesive. Remove any adhesive from the marker's exposed lenses using a soft rag moistened with the manufacturer's instructed solvent.

(3) Epoxy Adhesive

If using epoxy adhesive, place pavement markers on asphalt concrete or a new seal coat (1) after the surface or seal coat has been open to public traffic for at least 14 days and (2) at the pavement and ambient air temperatures complying with the epoxy adhesive manufacturer's instructions.

Use automatic mixing equipment for the epoxy adhesive. The equipment must:

1. Have positive displacement pumps.
2. Properly meter the 2 components of the epoxy adhesive in the specified ratio of ± 5 percent by volume of either component.

The voids in an undisturbed sample of cured, mixed epoxy adhesive obtained from the extrusion nozzle of the mixing equipment must not exceed 4 percent.

At the start of each day, check the ratio of the 2 components in the presence of the Engineer by (1) disconnecting the mixing heads or (2) using suitable bypass valves and filling 2 suitable containers with the unmixed components. The mixing head must properly mix the 2 components until black or white streaks are not visible in the mixed material.

Apply epoxy adhesive and place pavement markers before the epoxy starts to thicken. Apply enough epoxy such that it flows and protrudes around the marker's edges when a slight pressure is applied to the marker.

(4) Pavement Recesses

Locate pavement recesses along the line or lines of new or existing stripes.

Do not construct recesses on existing structures.

The equipment used for recess construction must be power operated, mechanical, and capable of removing pavement to the dimensions shown.

Remove residue with a vacuum before it is blown by traffic or wind. Do not allow the residue to flow across the pavement or into gutters or drainage facilities.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing Retroreflective Pavement Markers shall be considered as included in the contract price paid per each "Pavement Marker (Retroreflective)" and no separate or additional payment shall be considered therefor.

10-1.18 THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY), THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY), AND CONTRAST STRIPE PAINT (1-COAT) – The Contractors attention is directed to Section 84-2, "Traffic Stripes and Pavement Markings" of the Standard Specifications and these special provisions for the specifications related to applying traffic stripes and pavement markings with enhanced wet night visibility.

Submittals

For each lot or batch of thermoplastic, paint, and glass beads, submit:

1. Certificate of compliance, including the product name, lot or batch number, and manufacture date
2. METS notification letter stating that the material is authorized for use, except for thermoplastic
3. Safety Data Sheet (SDS)
4. Material data sheet for thermoplastic primer

For each lot or batch of thermoplastic, submit a manufacturer's certificate of compliance with test results for the tests specified in Section 84-2.01D of the Standard Specifications. The date of test must be within 1 year of use.

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer.

Quality Assurance

Before starting permanent application of two-component painted traffic stripes or markings, apply a test stripe of the paint on roofing felt or other suitable material in the presence of the Engineer. The test section must be at least 50 feet in length.

Test each lot of glass beads for arsenic and lead under EPA Test Method 3052 and 6010B or 6010C.

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Measure the retroreflectivity of the deficient areas using a retroreflectometer under ASTM E1710 and the sampling protocol specified in ASTM D7585.

Each lot or batch of thermoplastic must be tested under California Test 423 for:

1. Brookfield Thermosel viscosity
2. Hardness
3. Yellowness index, white only
4. Daytime luminance factor
5. Yellow color, yellow only
6. Glass bead content
7. Binder content

During the installation of thermoplastic traffic stripes or markings at the job site, apply a test stripe of the thermoplastic on suitable material in the presence of the Engineer. The test stripe must be at least 1 foot in length. The test stripe will be tested for yellow color, daytime luminance factor, and yellowness index requirements.

Materials

(1) General

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of $250 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for white and $125 \text{ mcd} \cdot \text{m}^{-2} \cdot \text{lx}^{-1}$ for yellow when measured under ASTM E1710.

(2) Thermoplastic

Thermoplastic must comply with State Specification PTH-02SPRAY, PTH-02HYDRO, or PTH-02ALKYD.

For recessed thermoplastic stripes and pavement markings, mark packages of thermoplastic with the words *For Recessed Application*.

(4) Paint

The paint for traffic stripes and pavement markings must comply with the specifications for the paint type and color shown in following table:

Paint Specifications		
Paint type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Acetone-based	White, yellow, and black	State Specification PT-150VOC(A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

(3) Glass Beads

Glass beads applied to paint must comply with State Specification 8010-004.

Glass beads applied to molten thermoplastic material must be Type 2 beads complying with AASHTO M 247. The glass beads must have a coating that promotes adhesion of the beads to thermoplastic.

At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

Each lot of glass beads used in pavement markings must contain less than 200 ppm each of arsenic and lead when tested under EPA Test Methods 3052 and 6010B or 6010C.

(4) Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility

A thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility consists of a single uniform layer of thermoplastic and 2 layers of glass beads.

The 1st layer of glass beads must be on the Authorized Material List for high-performance glass beads. The color of the glass beads must match the color of the stripe or marking to which they are being applied.

The 2nd layer of glass beads must comply with AASHTO M 247, Type 2.

The glass beads used in both layers must be surface treated for use with thermoplastic under the bead manufacturer's instructions.

Within 14 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the retroreflectivity must be a minimum of $700 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for white stripes and markings and $500 \text{ mcd}\cdot\text{m}^{-2}\cdot\text{lx}^{-1}$ for yellow stripes and markings when measured under ASTM E1710.

Construction

(1) General

Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace each with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

The width of a completed traffic stripe must not deviate from the width shown by more than 1/4 inch on a tangent alignment and 1/2 inch on a curved alignment.

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

A completed thermoplastic traffic stripe or thermoplastic pavement marking must be free from runs, bubbles, craters, drag marks, stretch marks, and debris.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry or the thermoplastic is hard enough to bear traffic.

Traffic Stripes shown as 6" wide in the standard plans shall be 4".

(2) Surface Preparation

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement that is to receive the traffic stripe or pavement marking.

(3) Application of Stripes and Markings

Apply thermoplastic for a pavement marking with a stencil or a preformed marking.

Apply paint for a pavement marking by hand with a stencil and spray equipment.

You may use permanent tape for a traffic stripe or a pavement marking instead of paint or thermoplastic. The permanent tape must be on the Authorized Material List for signing and delineation materials. Apply the tape under the manufacturer's instructions.

Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic with an authorized method.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters.

Verify the rate of application of the glass beads by stabbing the glass bead tank with a calibrated rod.

Where a new broken traffic stripe joins an existing broken traffic stripe, allow enough overlap distance between the new and existing striping patterns to ensure continuity at the beginning and end of the transition.

(4) Thermoplastic Traffic Stripes and Pavement Markings

(a) General

Do not thin the primer. Apply the primer under the manufacturer's instructions:

1. To all roadway surfaces except for asphaltic surfaces less than 6 months old
2. At a minimum rate of 1 gallon per 300 square feet
3. To allow time for the thermoplastic primer to dry and become tacky prior to application of the thermoplastic

Use preheaters with mixers having a 360-degree rotation to preheat the thermoplastic material.

Apply the thermoplastic in a single uniform layer by spray or extrusion methods.

Completely coat and fill voids in the pavement surface with the thermoplastic.

(b) Extruded Thermoplastic Traffic Stripes and Pavement Markings

Apply extruded thermoplastic at a temperature from 400 to 425 degrees F unless a different temperature is recommended by the manufacturer.

Apply extruded thermoplastic for a traffic stripe at a rate of at least 0.36 lb of thermoplastic per foot of 6-inch-wide solid stripe. The applied thermoplastic traffic stripe must be at least 0.060 inch thick.

An applied thermoplastic pavement marking must be from 0.100 to 0.150 inch thick.

Apply glass beads to the surface of the molten thermoplastic at a rate of at least 8 lb of beads per 100 sq ft.

(c) Sprayable Thermoplastic Traffic Stripes and Pavement Markings

Apply sprayable thermoplastic under State Specification PTH-02SPRAY at a temperature from 350 to 400 degrees F.

Apply sprayable thermoplastic at a rate of at least 0.24 lb of thermoplastic per foot of 6-inch-wide solid stripe.

The applied sprayable thermoplastic material must be at least 0.040 inch thick.

(d) Recessed Thermoplastic Traffic Stripes and Pavement Markings

Construct recesses for double traffic stripes in a single pass.

Keep the recesses dry and free from debris. Apply primer to the recesses.

After constructing the recesses, apply the thermoplastic traffic stripes and pavement markings before the end of the same work shift.

(e) Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility

Use a ribbon-extrusion or screed-type applicator to apply thermoplastic traffic stripes with enhanced wet-night visibility. Operate the striping machine at a speed of 8 mph or slower during the application of the stripe and glass beads.

Apply the stripe at a rate of at least 0.57 lb of thermoplastic per foot of 6-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 of thermoplastic per square foot of marking. 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. See Section 84-2.02D of the Standard Specifications for material specifications on Glass Beads.

You may apply glass beads by hand on pavement markings.

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

See Section 84-2.02E of the Standard Specifications for material specifications on Thermoplastic Traffic Stripes and Pavement Markings with Enhanced Wet-Night Visibility.

(5) Painted Traffic Stripes and Pavement Markings

(a) General

Do not thin paint for traffic stripes and pavement markings. Mix the paint by mechanical means until it is homogeneous. Thoroughly agitate the paint during its application.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a speed of at least 5 mph.

The striping machine must:

1. Have rubber tires
2. Be maneuverable enough to produce straight lines and normal curves in true arcs
3. Be capable of applying traffic paint and glass beads at the specified rates
4. Be equipped with:
 - Pointer or sighting device at least 5 feet long extending from the front of the machine
 - Pointer or sighting device extending from the side of the machine to determine the distance from the centerline for painting shoulder stripes
 - Positive acting cutoff device to prevent depositing paint in gaps of broken stripes
 - Shields or an adjustable air curtain for line control

- Pressure regulators and gauges that are in full view of the operator for a pneumatically operated machine
- Paint strainer in the paint supply line
- Paint storage tank with a mechanical agitator that operates continuously during painting activities
- Glass bead dispenser located behind the paint applicator nozzle that is controlled simultaneously with the paint applicator nozzle
- Calibrated rods for measuring the volumes of paint and glass beads in the paint and glass bead tanks

Air-atomized spray equipment must:

1. Be equipped with oil and water extractors and pressure regulators
2. Have adequate air volume and compressor recovery capacity
3. Have properly sized orifices and needle assemblies for the spray gun tip

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized. The Engineer determines if the striping machine is not practicable for a particular use.

For an existing surface, apply traffic stripes and pavement markings in 1 coat.

For a new surface, except for the black stripe between the 2 yellow stripes of a double traffic stripe, apply traffic stripes and pavement markings in 2 coats. The 1st coat of paint must be dry before applying the 2nd coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe.

If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

Apply each coat of paint for any traffic stripe in 1 pass of the striping machine, including the glass beads, regardless of the number, width, and pattern of the individual stripes. Do not paint traffic stripes and pavement markings if:

1. Freshly painted surfaces could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 40 degrees F for acetone-based paint and 50 degrees F for waterborne paint during the drying period

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.

2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns used to apply the double yellow stripe to apply a single yellow stripe.
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat.

Apply 1-coat paint at an approximate rate of 107 sq ft/gal.

Apply 2-coat paint at the approximate rate shown in the following table:

Two-Coat Paint Application Rates

	Coverage (sq ft/gal)	
	1st coat	2nd coat
Waterborne paint	215	215
Acetone-based paint	360	150

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

The Engineer determines the exact application rate of the paint and glass beads.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing Thermoplastic Traffic Stripe with Enhanced Wet-Night Visibility shall be considered as included in the contract price paid per linear foot of “Thermoplastic Traffic Stripe (Enhanced Wet-Night Visibility)” and no separate or additional payment shall be considered therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing Thermoplastic Pavement Markings with Enhanced Wet-Night Visibility shall be considered as included in the contract price paid per square foot area of “Thermoplastic Pavement Marking (Enhanced Wet-Night Visibility)” and no separate or additional payment shall be considered therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing Contrast Stripe Paint shall be considered as included in the contract price paid per linear foot of “Contrast Stripe Paint (1-Coat)” and no separate or additional payment shall be considered therefor.

10-1.19 REMOVE THERMOPLASTIC TRAFFIC STRIPE, THERMOPLASTIC PAVEMENT MARKINGS, AND PAVEMENT MARKERS – The Contractors attention is directed to Section 81-8, “Existing Pavement Markers and Delineators” and Section 84-9, “Existing Markings” of the Standard Specifications and these special provisions for the specifications related to removing existing painted traffic stripes, thermoplastic pavement markings, and pavement markers.

Work performed on existing painted traffic stripes, thermoplastic pavement markings, and pavement markers must comply with Section 15 of the Standard Specifications.

Construction

(1) Remove Pavement Markers

Remove pavement markers and the underlying adhesive by methods that cause the least possible damage to the pavement or surfacing.

When removing ceramic-type pavement markers, use screens or other protective devices to contain fragments.

Remove fragments from the removal work before opening the lanes to traffic.

(2) Remove Traffic Stripes and Pavement Markings

Remove traffic stripes before making any change to the traffic pattern.

Completely remove traffic stripes and pavement markings, including any paint in the gaps, by methods that do not remove pavement to a depth of more than 1/8 inch.

Submit your proposed method for removing traffic stripes and pavement markings at least 7 days before starting the removal work. Allow 2 business days for the review.

Remove pavement marking such that the old message cannot be identified. Make any area removed by grinding rectangular. Water must not puddle in the ground areas. Fog seal ground areas on asphalt concrete pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

(3) Remove Contrast Treatment

If contrast treatment is shown to be removed, remove it by a method that does not damage the pavement.

Sweep up or vacuum any residue before it can (1) be blown by traffic or wind, (2) migrate across lanes or shoulders, or (3) enter a drainage facility.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing Thermoplastic Traffic Stripe and Pavement Markers shall be considered as included in the contract price paid per linear foot of “Remove Thermoplastic Traffic Stripe” and no separate or additional payment shall be considered therefor.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing Thermoplastic Pavement Markings shall be considered as included in the contract price paid per square foot area of “Remove Thermoplastic Pavement Marking” and no separate or additional payment shall be considered therefor.

10-1.20 REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE) – The Contractors attention is directed to Section 14-11.12, “Removal of Yellow Traffic Stripe and Pavement Marking with Hazardous Waste Residue” of the Standard Specifications and these special provisions for the specifications related to removing, handling, and disposing of yellow thermoplastic and yellow painted traffic stripe and pavement marking with hazardous waste.

Residue from the removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking contains lead chromate. The average lead concentration is at least 5 mg/l soluble lead or 1,000 mg/kg total lead. When applied to the roadway, the yellow thermoplastic and yellow painted traffic stripe and pavement marking contained as much as 2.6 percent lead. Residue produced from the removal of this yellow thermoplastic and yellow painted traffic stripe and pavement marking contains heavy metals in concentrations that exceed thresholds established by the Health & Safety Code and 22 CA Code of Regs. For bidding purposes, assume the residue is not regulated under the Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq.

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

The work associated with the disposal of hazardous waste residue identified by test results to be regulated under the Resource Conservation and Recovery Act is change order work.

Removal of existing yellow thermoplastic and yellow painted traffic stripe and pavement marking exposes workers to health hazards that must be addressed in your lead compliance plan. Yellow thermoplastic and yellow paint may produce toxic fumes when heated.

Submittals

(1) Work Plan

Submit a work plan for the removal, containment, storage, and disposal of yellow thermoplastic and yellow painted traffic stripe and pavement marking. The work plan must include:

1. Objective of the operation
2. List of removal equipment
3. Procedures for the removal and collection of yellow thermoplastic and yellow painted traffic stripe and pavement marking residue, including dust
4. Type of hazardous-waste storage containers
5. Description of storage location and how it will be secured
6. Hazardous waste sampling protocol and QA requirements and procedures
7. Qualifications of sampling personnel
8. Name and address of the analytical test laboratory certified by the SWRCB's ELAP for all analyses to be performed
9. Name of the hazardous waste transporter and the transporter's:
 - DTSC registration certificate
 - Proof of compliance with the California Highway Patrol Biennial Inspection of Terminals Program
10. Name and address of the disposal site that will accept the hazardous waste residue

If ordered, submit a revised work plan within 5 business days of notification.

(2) Analytical Test Results

Submit analytical test results of the residue and chain of custody documentation before:

1. Requesting the Engineer's signature on the waste profile document for the disposal facility
2. Requesting the generator's EPA Identification Number for disposal from the Engineer
3. Removing the residue from the job site

(3) Disposal Documentation

Submit documentation of proper disposal from the receiving landfill within 5 business days of transporting residue from the job site.

Removal

When grinding or other authorized methods are used to remove yellow thermoplastic and yellow painted traffic stripe and pavement marking that produces a hazardous waste residue:

1. Immediately contain and collect the residue, including dust
2. Use a HEPA filter-equipped vacuum attachment operated concurrently with the removal operations or other equivalent approved method for collection of the residue

Sampling and Testing of Residue

Hazardous waste residue from the removal of yellow thermoplastic and yellow painted traffic stripe and pavement marking must be tested as required by the disposal facility and including:

1. Total lead by US EPA Method 6010B
2. Total chromium by US EPA Method 6010B
3. Soluble lead by the California Waste Extraction Test
4. Soluble chromium by the California Waste Extraction Test
5. Soluble lead by the Toxicity Characteristic Leaching Procedure
6. Soluble chromium by the Toxicity Characteristic Leaching Procedure

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

Use chain of custody procedures consistent with chapter 9 of US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846) while transporting samples from the job site to the analytical laboratory.

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

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

Transport and Disposal of Residue

Request the generator's EPA Identification Number when the Engineer accepts waste characterization test results documenting that the residue is a hazardous waste.

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 30 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.

The Engineer signs the manifests as the hazardous waste generator within 5 business days of 1) receiving and accepting the analytical test results and 2) receiving your request for the generator's EPA Identification Number.

If test results demonstrate that the residue is a nonhazardous waste and the Engineer accepts this determination, dispose of the residue at an appropriately permitted CA Class II or CA Class III facility.

The County does not adjust payment for the disposal of nonhazardous residue at CA Class II or Class III facility.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing, handling, and disposing of yellow thermoplastic traffic

stripe with hazardous waste shall be considered as included in the contract price paid per linear foot of “Remove Yellow Thermoplastic Traffic Stripe (Hazardous Waste)” and no separate or additional payment shall be considered therefor.

10-1.21 LEAD COMPLIANCE PLAN – The Contractors attention is directed to Section 7-1.02K(6)(j)(ii), “Lead Compliance Plan” of the Standard Specifications and these special provisions for the specifications related to preparing a Lead Compliance Plan.

Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

Submit a plan:

1. That documents your compliance program to prevent or minimize worker exposure to lead
2. Including the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B)
3. Sealed and signed by a CIH with knowledge of and experience complying with 8 CA Code of Regs

Allow 7 days for review. Obtain authorization for the plan before starting any activity that presents the potential for lead exposure.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including County employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance plan.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 County employees.

Payment

Full compensation for preparation of a Lead Compliance Plan shall be considered as included in the contract price paid per lump sum for “Lead Compliance Plan” and no separate or additional payment shall be considered therefor.

10-1.22 TEMPORARY ACCESS STRUCTURES – This section applies to scaffolding constructed as a temporary access structure (1) over water, (2) on or suspended from a bridge, or (3) within a distance equal to the scaffolding height plus 6 feet from the edge of a traveled way open to traffic. This section does not apply to scaffolding at sound walls, retaining walls, and buildings.

The minimum total design load for containment systems must consist of the sum of the dead and live vertical loads.

Dead and live loads are as follows:

1. Dead load must consist of the actual load of the scaffolding and containment systems
2. Live loads must consist of:
 - 2.1. Uniform load of at least 25 psf applied over the supported area
 - 2.2. Moving concentrated load of 1000 lb to produce maximum stress in the main supporting elements of the scaffolding and containment systems.

Assumed horizontal loads do not need to be included in the design of the ventilated containment system.

Maximum allowable stresses must comply with section 48-2.02B(3).

Strictly follow all applicable CalOSHA regulations regarding the installation and daily inspection of scaffolding, platforms, and wire cables.

Submit 6 copies of shop drawings and 1 copy of calculations.

The shop drawings and calculations must be sealed and signed by:

1. Engineer who is registered as a civil engineer
2. Independent reviewer who is:
 - 2.1. Registered as a civil engineer in the State
 - 2.2. Not employed by the same entity that prepared the drawings

Include in the submittal:

1. Descriptions, calculations, and values for loads anticipated during erection, use, and removal of the scaffolding.
2. Methods and equipment for erecting, moving, and removing scaffolding.
3. Design details, including bolt layouts, welding details, and connections to existing structures.
4. Stress sheets, including a summary of computed stresses in the scaffolding and in the connections between the scaffolding and existing structures. The computed stresses must include the effects of erection, movement, and removal of the scaffolding.

If manufactured scaffolding is used, the manufacturer's name, address, and telephone number must be shown on the shop drawings.

Allow 15 days for review.

Welding must comply with AWS D1.1 for steel and AWS D1.2 for aluminum.

Scaffolding on/or Suspended from a Bridge

The available bridge load capacity in excess of the dead and live load demand is shown in the following table. The available capacity is a uniform load across the entire bridge width and is based on the design live load shown.

Bridge number	Available bridge load capacity (lb/sq ft)	Bridge width (ft)	HS-20 design live load	
			Percentage of HS-20 loading (percent)	No. LL _{HS20} lanes
58C-0094	30	72-75 +/-	100	6

Live load demand used in the scaffolding calculations must not be less than the design live load values shown in the above table.

For construction loading on the bridge, three (3) lanes must be kept open to public traffic. You may use the remaining three (3) lanes of bridge capacity for the combination of construction loading with the staging areas on the bridge and the loading of the scaffolding system.

Calculations must include moment and shear force demands versus capacity during erection, movement, and removal of the scaffolding on the longitudinal girders of bridges and the flooring system of stringers.

Scaffolding loads must not exceed the load-carrying capacity of the existing members. Determine the capacity of existing members under the Department's *Bridge Design Specifications, Load Factor Design Version, April 2000*. Use the group load factors shown in the following table:

Group	Gamma factor	Beta factors		
		D	(L+I)H	(L+I)P
I _H ^a	1.3	1	1.67	0

^aH denotes HS-20 loads

Payment

Full compensation for constructing Scaffolding as a Temporary Access Structure shall be considered as included in the contract price paid per lump sum for "Temporary Access Structures" and no separate or additional payment shall be considered therefor.

10-1.23 WORK AREA MONITORING (BRIDGE) – The Contractors attention is directed to Section 14, "Environmental Stewardship" of the Standard Specifications and these special provisions for the specifications related to environmental compliance and environmental resource management including: species protection, air pollution control, and work area monitoring.

Species Protection

(1) General

Protect regulated species and their habitat that occur within or near the job site.

Upon discovery of a regulated species, immediately:

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

(2) Bird Protection

Protect migratory and nongame birds, their occupied nests, and their eggs.

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 16 to August 31. All work shall be completed outside the anticipated nesting dates.

The federal Migratory Bird Treaty Act, 16 USC § 703–711, 50 CFR 10, and Fish & Game Code §§ 3503, 3513, and 3800 protect migratory and nongame birds, their occupied nests, and their eggs.

The federal Endangered Species Act of 1973, 16 USC § 1531 and § 1543, and the California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, prohibit the take of listed species and protect occupied and unoccupied nests of threatened and endangered bird species.

The Bald and Golden Eagle Protection Act, 16 USC § 668, prohibits the destruction of bald and golden eagles and their occupied and unoccupied nests.

If you find an injured or dead bird or discover migratory or nongame bird nests that may be adversely affected by construction activities, immediately:

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

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

If ordered, perform one or a combination of the following protection measures:

1. Install exclusion devices
2. Use nesting-prevention measures
3. Remove and dispose of partially constructed and unoccupied nests of migratory or nongame birds on a regular basis to prevent their occupation

These protection measures are change order work.

Prevent nest materials from falling into waterways.

(3) Fish Protection

Protect all life stages of regulated fish in streams and conduct work activities to allow free passage of migratory fish.

Ensure work activities do not produce sound in streams that causes unauthorized take of regulated species.

Pump screens must comply with the *Juvenile Fish Screen Criteria for Pump Intakes* developed by the NOAA Fisheries.

Electrofishing for salmonids must comply with *Guidelines for Electrofishing Waters Containing Salmonids Listed Under the Endangered Species Act* published by the NOAA Fisheries.

Air Quality

Comply with air-pollution-control rules, regulations, ordinances, and statutes that apply to work performed under the Contract, including those provided in Govt Code § 11017 (Pub Cont Code § 10231).

Do not dispose of material by burning.

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), your demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

The Initial Site Assessment (ISA) includes asbestos survey and sampling analysis for this project and is included in the *Information Handout*.

Notify the US EPA and the California Air Resources Board of your demolition activities even if the activities will not disturb asbestos-containing material.

You may obtain an Asbestos NESHAP Notification of Demolition and Renovation Form at the California Air Resources Board's website:

<http://www.arb.ca.gov/enf/asbestos/asbestos.htm>

Instead of the 10 working days specified at the website, mail or deliver the form with the necessary attachments at least 15 days before starting demolition or rehabilitation activities to:

US EPA - REGION IX
ASBESTOS NESHAP NOTIFICATION (AIR-5)
75 HAWTHORNE ST
SAN FRANCISCO, CA 94105

Mail or fax a copy of the notification form to:

CALIFORNIA AIR RESOURCES BOARD
ENFORCEMENT DIVISION
ASBESTOS NESHAP NOTIFICATION
P.O. BOX 2815
SACRAMENTO, CA 95812
FAX: (916) 229-0645

Submit a copy of the notification form and attachments as informational submittals before starting demolition or rehabilitation activities.

If you discover unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.

Notify the California Air Resources Board of a change to your demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 days of the change or discovery.

Disturbance of Existing Paint Systems on Bridges

(1) General

Any work that disturbs the existing paint system produces debris containing heavy metals in amounts that exceed the established thresholds in 8 CA Code of Regs and exposes workers to health hazards which must be addressed in your lead compliance plan. Welding, cutting, or heating the surfaces coated by the existing paint system produces toxic fumes and must be done in compliance with 8 CA Code of Regs § 1537. The existing paint system on Bridge No. 58C-0094 will be disturbed as part of the work activities. The paint system contains lead.

Any work that disturbs the existing paint system produces debris containing heavy metals in amounts that exceed the thresholds established in 22 CA Code of Regs. This debris is a Department-generated hazardous waste.

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

Contain all debris produced when the existing paint system is disturbed. If containment measures are inadequate to contain and collect debris produced when the existing paint system is disturbed, stop work until:

1. Revised debris containment and collection plan has been authorized
2. Released material has been collected and contained

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

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

Clean accumulations of dust or debris containing lead or other toxic metals daily, at a minimum. Clean more frequently if visible accumulations are observed that could be carried outside of the regulated area by wind, workers shoes, rainwater, or other means.

Conduct all cleaning with HEPA vacuums. Do not use compressed air for housekeeping purposes. Containerize the debris for proper disposal under the waste management requirements of this section.

Work Area Monitoring (Bridges)

(1) General

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system.

Conduct visible emissions assessments as defined under 40 CFR 60, Appendix A, Method 22. This assessment is based on total visible emissions regardless of the opacity of the emission. Method PD/Lead A4 of SSPC publication 95-06, Project Design, provides guidance on visible emissions assessments.

Conduct the visible emissions assessments to account for all locations where emissions of lead dust might be generated, including but not limited to, the containment or work area waste recovery equipment and waste containerizing areas.

In addition to assessing airborne emissions, conduct visual inspections for releases or spills of dust and debris that have become deposited on surrounding property, structures, equipment or vehicles, and the California Wasteway.

Include procedures in the Lead Compliance Plan for the assessment of visible emissions and releases, the frequency of observations and inspections that will be made, the equipment and work areas that will be observed for visible emissions, and the surrounding property and structures that will be examined for deposited debris, and the corrective action that will be taken should emissions occur. Include a copy of the form that will be completed to document visible emission observations.

(2) Acceptance Criteria for Visible Emissions Assessments

Visible emissions from project activities are not permitted. Visible emissions of any duration or intensity are cause for immediate shutdown.

Immediately stop the applicable operations if emissions are observed. Correct and repair the deficiencies causing the emission, and undertake clean up with HEPA vacuums.

(3) Frequency and Location of Emissions Assessments

Conduct the specialized assessments described in this section at least once per hour (for a minimum of fifteen minutes each) during each shift in which paint disturbance operations are underway. Document all observations even if visible emissions are not observed. Perform casual observations on an ongoing basis.

Daily, visually inspect the site for releases of dust, paint chips, and debris outside of the work area that have become deposited on surrounding property, structures, equipment, or vehicles; on the unprotected ground or in areas where rain water could carry the debris outside of the work area.

Clean up all visible paint chips and debris daily at the end of each shift, or more frequently if directed by the Engineer. Conduct the cleaning by manually removing paint chips or by HEPA vacuuming.

When releases are observed, in addition to cleaning the debris, change work practices, extend the ground coverings, modify the containment, or take other appropriate corrective action to prevent similar releases from occurring in the future. Do not resume operations until the corrective measures have been inspected and approved by the Engineer.

(4) Reporting of Visible Emissions and Releases

Document all visible emission observations and all cases where work was halted due to unacceptable visible emissions or releases, the cleanup activities invoked, and the corrective action taken to avoid reoccurrence. Provide a report to the Engineer within 48 hours of the occurrence.

Maintain the results of the assessments in a log at the site. Identify the frequency of observations made, the methods of observation utilized, the name of the observer(s), and documentation completed. Include and summarize the documentation prepared for work stoppages due to unacceptable visible emissions or releases. Make the log available to the County for review upon request.

(5) Equipment and Material Cleaning

Thoroughly HEPA vacuum, wash, or otherwise decontaminate reusable items until all loose surface dust and debris have been removed. Items requiring cleaning include, but are not limited to, paint removal equipment, containment materials, and ground covers. If adequate cleaning is not possible, treat the materials as a separate waste stream, and dispose of under this section

(6) Final Site Cleaning After Completion of Painting Work

Upon completion of all paint work, conduct a thorough inspection of the construction site and surfaces located within the likely dispersion zone of dust and debris for the presence of debris related to paint work activities. Remove all visible paint debris from the work site. Use HEPA vacuums when cleaning paint chips and dust.

Prepare a letter report documenting that a final clearance inspection has been conducted to verify the final cleanliness of the work site. Include a summary of any clean up and corrective action measures that were needed.

Debris Storage

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

Debris Waste Characterization

Perform waste characterization testing on the debris as required by Department and the disposal facility. From the first 220 gal of hazardous waste or portion thereof, if less than 220 gal are produced, a minimum of 4 randomly selected samples must be taken and analyzed individually. Samples must not be composited. From each additional 880 gal of hazardous waste or portion thereof, if less than 880 gal are produced, a minimum of 1 additional random sample must be taken and analyzed.

This waste characterization testing must include testing solid waste in accordance with the Total Threshold Limit Concentration (TTLC) test by US EPA Method 6010B. If any one of the 17 regulated California metals exceeds the soluble limit listed in this section by a factor of 10 or more, then analyze the waste in accordance with the Soluble Threshold Limit Concentration (STLC) test. If any of the 8 RCRA metals fail this test, or the soluble limit for any of these 8 RCRA metals is exceeded by a factor of 100 or more on the TTLC test, then analyze the waste in accordance with the TCLP (Total Threshold Limit Concentration).

Provide the Engineer with an original signed copy of the report no later than 10 days after the samples have been collected. Include copies of the chain-of-custody forms in the documentation.

Include the following minimum information in each report:

1. Identity of the waste stream(s) analyzed
2. the number of samples collected and tested
3. dates of sampling and testing
4. laboratory test procedures utilized
5. the names and signatures of the individuals collecting the samples and conducting the laboratory tests
6. an interpretation of the test results

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

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

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

Debris Transport and Disposal

(1) General

For bidding purposes, assume the debris is a CA hazardous waste. Assume the debris is not regulated under the Federal Resource Conservation and Recovery Act, 42 USC § 6901 et seq. Disposal of hazardous waste debris identified by test results to be regulated under the Resource Conservation and Recovery Act is change order work.

(2) Hazardous Waste Debris

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

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

Make all arrangements with the operator of the disposal facility.

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

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

Use a hazardous waste manifest and a transporter whose vehicles have current DTSC registration certificates when transporting hazardous waste. The Engineer provides the generator's EPA Identification Number and signs the manifests as the hazardous waste generator within 5 business days of accepting the waste characterization test results and receiving your request for the generator's EPA Identification Number.

(3) Nonhazardous Waste Debris

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

You may dispose of nonhazardous debris at a facility equipped to recycle the debris if you make all arrangements with the recycling facility's operator and perform any facility-required testing of the debris.

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

Payment

Full compensation for environmental stewardship, environmental compliance, and environmental resource management including: species protection, air pollution control, work area monitoring, hazardous waste/debris testing, transport, and disposal shall be considered as included in the contract price paid per lump sum for “Work Area Monitoring (Bridge)” and no separate or additional payment shall be considered therefor.

10-1.24 RESET ROADSIDE SIGN (WOOD POST) – The Contractors attention is directed to Section 82-9, “Existing Roadside Signs and Markers” of the Standard Specifications and these special provisions for the specifications related to performing work on existing roadside signs and markers.

Work performed on existing roadside signs and markers must comply with Section 15 of the Standard Specifications.

Construction

(1) General

Remove roadside signs only when replacement signs are installed or when the existing signs are no longer required for traffic. Reset or relocate each roadside sign the same day it is removed.

Single sheet aluminum signs to be salvaged must be banded on a pallet with a total weight of not more than 500 lb/pallet.

Reset or relocate roadside signs using existing posts.

If an existing post is deteriorated or broken, notify the Engineer. If ordered, use a new post.

Any new post and its installation, ordered for reasons other than damage you cause is change order work.

(2) Installation of Sign Panels on Existing Frames

Install sign panels on existing frames with fastening hardware under Section 82-2.03A of the Standard Specifications.

(3) Installation of Removable Sign Panel Frames

Install sign panels on removable sign panel frames with fastening hardware under Section 82-3.02E of the Standard Specifications.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and resetting Existing Roadside Signs shall be considered as included in the contract price paid per each “Reset Roadside Sign (Wood Post)” and no separate or additional payment shall be considered therefor.

10-1.25 STRUCTURAL CONCRETE, BRIDGE – The Contractors attention is directed to Section 51, “Concrete Structures” of the Standard Specifications and these special provisions for the specifications related to concrete structures, material property requirements, and methods/equipment for construction.

Materials

(1) Concrete

Except for minor structures, the cementitious material content per cubic yard of concrete in structures or portions of structures must comply with the content shown in the following table:

Use	Cementitious material content (lb/cu yd)
Deck slabs and slab spans of bridges	675–800
Roof sections of exposed top box culverts	675–800
Pier columns	675–800
Seal courses	675 min
Other portions of structures	590–800
Concrete for PC members	590–925

Except for minor structures, the minimum required 28-day compressive strength for concrete in structures or portions of structures is the compressive strength described or 3,600 psi, whichever is greater.

(2) Bonding Materials

Bonding materials must be magnesium phosphate concrete, modified high-alumina-based concrete, or portland-cement-based concrete.

Magnesium phosphate concrete must be either single component that is water activated or dual component with prepackaged liquid activator.

Modified high-alumina-based concrete and portland-cement-based concrete must be water activated.

Bonding materials must comply with the requirements shown in the following table:

Quality characteristic	Test method	Requirement
Compressive strength (psi, min): at 3 hours at 24 hours	California Test 551	3000 5000
Flexural strength at 24 hours (psi, min)	California Test 551	500
Bond strength at 24 hours (psi, min): Saturated surface dry concrete Dry concrete	California Test 551	300 400
Water absorption (percent, max)	California Test 551	10
Abrasion resistance at 24 hours (g, max)	California Test 550	25
Drying shrinkage at 4 days (percent, max)	ASTM C596	0.13
Soluble chlorides by weight (percent, max)	California Test 422	0.05
Water soluble sulfates by weight (percent, max)	California Test 417	0.25

Magnesium phosphate concrete must be formulated for a minimum initial set time of 15 minutes and minimum final set time of 25 minutes at 70 degrees F. Store the materials in a cool, dry environment before use.

The mix water used with water-activated material must comply with Section 90-1.02D of the Standard Specifications.

The quantity of water for single-component type or liquid activator for dual-component type to be blended with the dry component, must be within the limits recommended by the manufacturer and must be the least quantity required to produce a pourable batter.

If authorized, you may add retarders to magnesium phosphate concrete. The addition of retarders must comply with the manufacturer's instructions.

Magnesium phosphate concrete must not be mixed in containers or worked with tools containing zinc, cadmium, aluminum, or copper metals. Modified high alumina based concrete must not be mixed in containers or worked with tools containing aluminum.

Construction

(1) Methods and Equipment

Vehicles weighing over 1,000 lb are not allowed on any bridge span until the concrete attains a compressive strength of at least 2,400 psi. Vehicles weighing over 4,000 lb are not allowed on any span until the concrete attains a compressive strength of at least 3,250 psi or attains an age of 28 days.

Vehicles exceeding the weight limitations in Veh Code Div 15 that cross bridges as allowed in Section 5-1.37B of the Standard Specifications must not make repetitive crossings of any span until the concrete attains an age of 28 days.

Vehicles with a gross weight over 10,000 lb are not allowed on any span of Prestressed (PS) concrete structures until the prestressing steel for that span is tensioned.

If authorized, you may precast structural elements not designated as Precast (PC) members.

Shotcrete is not allowed as an alternative construction method for reinforced concrete members.

(2) Forms

(a) General

Forms must be:

1. Mortar tight
2. True to the dimensions, lines, and grades of the structure
3. Strong enough to prevent deflection during concrete placement

Face exposed surfaces of concrete structures with form panels.

Form panels for exposed surfaces must be plywood complying with or exceeding the requirements of U.S. Product Standard PS 1 for Exterior B-B (Concrete Form) Class I Plywood or any material that produces a similarly smooth, uniform surface. For exposed surfaces, use only form panels in good condition and free of defects such as scars, dents, or delaminations.

Design and construct forms for exposed surfaces such that surfaces do not undulate more than 3/32 inch or 1/270 of the center-to-center distance between studs, joists, form stiffeners, form fasteners, or wales in any direction. Stop using forms or forming systems that produce excessive undulations until modifications satisfactory to the Engineer are made. The Engineer may reject portions of structures with excessive undulations.

Form exposed surfaces of each element of a concrete structure with the same forming material or with materials that produce similar surface textures, color, and appearance.

Use form panels in uniform widths of at least 3 feet and uniform lengths of at least 6 feet except at the ends of continuously formed surfaces where the final panel length is less than 6 feet. For members less than 3 feet wide, form panels must be the width of the entire member.

Arrange form panels in symmetrical patterns conforming to the general lines of the structure. Place panels for vertical surfaces with the long dimension horizontal and horizontal joints level and continuous.

Form panels for curved column surfaces must be continuous for at least 1/4 of the circumference or 6 feet. For walls with sloping footings that do not abut other walls, you may place panels with the long dimension parallel to the footing.

Align form panels on each side of panel joints with supports or fasteners common to both panels so that a continuous, unbroken concrete plane results. Form filler panels that join prefabricated panels must (1) have a uniform width of at least 1 foot and (2) produce a smooth, uniform surface with consistent longitudinal joint lines between panels.

Construct forms for exposed surfaces with triangular fillets at least 3/4 by 3/4 inch. Attach fillets so as to prevent mortar runs and to produce smooth, straight chamfers at all sharp edges of the concrete.

Clean inside form surfaces of dirt, mortar, and foreign material. Thoroughly coat forms to be removed with form oil before placing concrete. Form oil must:

1. Be commercial quality or an equivalent coating
2. Allow the ready release of forms
3. Not discolor the concrete

Do not place concrete in forms until:

1. All form construction work has been completed, including removing foreign material
2. All materials to be embedded in the concrete have been placed
3. Engineer has inspected the forms

Forms for concrete surfaces that will not be completely enclosed or hidden below the permanent ground surface must comply with the specifications for forms for exposed surfaces. Interior surfaces of underground drainage structures are considered completely enclosed surfaces.

Use form fasteners to prevent form spreading during concrete placement. Do not use twisted wire ties to hold forms in position.

Form fasteners and anchors must be of those types that can be removed as specified for form bolts in Section 51-1.03F(2) of the Standard Specifications without chipping, spalling, heating or otherwise damaging the concrete surface.

You may cast anchor devices into the concrete for supporting forms or lifting PC members. Do not use driven types of anchorages for fastening forms or form supports to concrete except for interior surfaces of girders in PS box girder bridges where:

1. Girders have more than 2 inches of cover over the reinforcement
2. Anchorages do not penetrate the girder more than 2 inches and have a minimum spacing of 6 inches
3. Anchorages are placed at least 3 inches clear from the edge of concrete

(b) Removing Forms

Remove all forms, except soffit forms for deck slabs of CIP box girders, forms for the interior voids of PC members, and the forms in hollow abutments or piers may remain in place for any of the following conditions:

1. Permanent access into the cells or voids is not shown
2. Utility facilities are not to be installed in the completed cells or voids
3. Utility facilities to be installed in completed cells or voids are to be inserted into casings that are placed before the completion of the cell or void
4. Permanent access is shown or utility facilities other than those in preplaced casings are to be installed in cells or voids, and you:
 - Remove the portions of the forms that obstruct access openings or conflict with utility facilities.
 - Provide a longitudinal crawl space at least 3 feet high and 2 feet wide throughout the length of these cells or voids
 - Use a forming system that leaves no sharp projections into the cells or voids
 - Remove forms between the hinge and 5 feet past the access openings in cells of CIP box girder bridges with access openings near the hinges

Clear the inside of the cells or voids of all loose material before completing the forming for the deck of CIP box girders or for the cells or voids of other members when the forms are to remain in place, or after the removal of the forms or portions of forms.

You may remove forms that do not support the dead load of concrete if 24 hours have elapsed after concrete placement and the concrete has sufficient strength to prevent damage to the surface.

You may remove forms for railings or barriers after the concrete has hardened. Protect exposed surfaces from damage.

For drainage inlets, remove exterior forms to at least 12 inches below the final ground surface. Exterior forms below this depth may remain if their total thickness is not more than 1 inch.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing concrete structures (i.e. installing structural concrete for bridges) shall be considered as included in the contract price paid per cubic yard for “Structural Concrete, Bridge” and no separate or additional payment shall be considered therefor.

10-1.26 DRILL AND BOND DOWEL – The Contractors attention is directed to Section 51-1.03E(3), “Drill and Bond Dowels” of the Standard Specifications and these special provisions for the specifications related to installation of drill and bond dowels.

For drill and bond dowels, drill the holes without damaging the adjacent concrete. Holes for bonded dowels must be 1/2 inch larger than the nominal dowel diameter.

If reinforcement is encountered during drilling before the specified depth is attained, notify the Engineer. Unless coring through the reinforcement is authorized, drill a new hole adjacent to the rejected hole to the depth shown.

Coat the surface of any dowel coated with zinc or cadmium with a colored lacquer. Allow the lacquer to dry thoroughly before installing the dowel.

Each drilled hole must be clean and dry when placing the bonding material and dowel. The bonding material and dowel must completely fill the drilled hole. The surface temperature must be at least 40 degrees F when magnesium phosphate concrete is placed.

Thoroughly dry finishing tools cleaned with water before working magnesium phosphate concrete. Leave dowels undisturbed for 3 hours or until the dowels can be supported by the concrete.

Cure modified high-alumina-based concrete and portland-cement-based concrete using the curing compound method. Do not cure magnesium phosphate concrete. Replace dowels that fail to bond or are damaged.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing Drill and Bond Dowels shall be considered as included in the contract price paid per linear foot of “Drill and Bond Dowel” and no separate or additional payment shall be considered therefor.

10-1.27 BAR REINFORCING STEEL (BRIDGE) – The Contractors attention is directed to Section 52, “Reinforcement” of the Standard Specifications and these special provisions for the specifications related to the fabrication and placement of bar reinforcement.

Bar Reinforcing Steel Quantities

Deformed bar designation No.	Weight (pounds per foot)	Nominal diameter (inches)
3	0.376	0.375
4	0.668	0.500
5	1.043	0.625
6	1.502	0.750
7	2.044	0.875
8	2.670	1.000
9	3.400	1.128
10	4.303	1.270
11	5.313	1.410
14	7.650	1.693
18	13.600	2.257

Submittals

Submit a certificate of compliance for each shipment of reinforcement.

If requested, submit the following:

1. Copy of the certified mill test report for each heat and size of reinforcing steel showing physical and chemical analysis
2. 2 copies of a list of all reinforcement before starting reinforcement placement

Materials

Reinforcing bars must be deformed bars complying with ASTM A706/A706M, Grade 60, except you may use:

1. Deformed bars complying with ASTM A615/A615M, Grade 60, in:
 - Junction structures
 - Sign and signal foundations
 - Minor structures
 - Concrete crib members
 - Mechanically-stabilized-embankment concrete panels
 - Masonry block sound walls
2. Deformed or plain bars complying with ASTM A615/A615M, Grade 40 or 60, in:
 - Slope and channel paving
 - Concrete barriers Type 50 and 60
3. Plain bars for spiral or hoop reinforcement in structures and concrete piles

Construction

(1) Cleaning

Before concrete is placed, the reinforcement to be embedded must be free of mortar, oil, dirt, excessive mill scale and scabby rust, and other coatings that would destroy or reduce the bond.

(2) Bending

Do not bend or straighten bars in a way that damages the material. Do not use bars with kinks or improper bends.

Hooks and bends must comply with the Building Code Requirements for Structural Concrete published by ACI.

(3) Placing

Firmly and securely hold reinforcement in position by:

1. Wiring at intersections and splices.
2. Using precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, or other authorized devices of sufficient strength to resist crushing under applied loads. Do not use aluminum, plastic, or wood supports.

Do not place bars on layers of fresh concrete as the work progresses.

Metal supports must have a clear cover of at least 1 inch. Do not consider protective coatings on metal supports when determining clear cover. Where the clear cover to reinforcement shown or determined by the Engineer exceeds the minimum specified clear cover, increase the clear cover for metal supports accordingly.

The center-to-center spacing of parallel bars must be at least 2.5 times the bar diameter.

The clear distance between bundles of bars and adjacent bundles or single bars must be at least:

1. 1.5 times the maximum size of the coarse aggregate
2. 2 times the larger bar diameter for 2-bar bundles
3. 2.5 times the larger bar diameter for 3-bar bundles

Tie bundle bars together at not more than 6-foot centers.

Unless otherwise shown, reinforcement must have a 2-inch clear cover measured from the surface of the concrete to the outside of the reinforcement.

Adjust or relocate reinforcement in post-tensioned concrete during the installation of prestressing ducts or tendons as required to provide described clearances to the prestressing tendons, anchorages, jacks, and equipment. Obtain authorization for any adjustments or relocations.

End each unit of spiral reinforcement at both ends by lapping the spiral reinforcement on itself for at least 80 diameters followed by (1) a 135-degree hook with a 6-inch tail hooked around an intersecting longitudinal bar or (2) a mechanical lap splice coupler. Discontinuities in spiral reinforcement may be made only where shown or authorized. The spiral on each side of a discontinuity or a lap splice is a separate unit. Where discontinuities in spiral reinforcement are not allowed, splice the spiral reinforcement. Lap splices in spiral reinforcement must be lapped at least 80 diameters followed by (1) a 135-degree hook with a 6-inch tail hooked around an intersecting longitudinal bar or (2) a mechanical lap splice coupler.

Roll welded wire reinforcement flat before placing concrete. Secure welded wire reinforcement in place with devices that prevent the reinforcement's vertical and transverse movement.

Do not tack weld on reinforcing bars unless shown.

For column and pile bar reinforcing cages measuring 4 feet in diameter and larger:

1. Tie all reinforcement intersections with double wire ties on at least 4 vertical bars of each cage equally spaced around the circumference.
2. Tie at least 25 percent of remaining reinforcement intersections in each cage with single wire ties. Stagger tied intersections from adjacent ties.
3. Provide bracing to avoid collapse of the cage during assembly, transportation, and installation.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in installing Steel Bar Reinforcement shall be considered as included in the contract price paid per pound of "Bar Reinforcing Steel (Bridge)" and no separate or additional payment shall be considered therefor.

10-1.28 FURNISH & ERECT STRUCTURAL STEEL (BRIDGE) – The Contractors attention is directed to Section 55, "Steel Structures" of the Standard Specifications and these special provisions for the specifications related to furnishing and erecting structural steel.

Furnish structural steel (bridge) includes fabricating and delivering structural steel to the job site ready to incorporate into the work.

Erect structural steel (bridge) includes erecting structural steel at the job site into final position in the work.

Submittals

Submit copies of mill orders when orders are placed.

Submit certified mill test reports before fabrication. Include CVN impact test results if impact testing is specified. Include grain size if fine grain steel is specified.

Except for unidentified stock material, submit certificates of compliance for materials used in the work.

Submit a calibration certificate for each bolt tension measuring device and calibrated wrench before use.

Submit reports from testing performed on fastener components and assemblies before shipment to the job site. Test reports must include the rotational capacity lot numbers and the reports listed in the "Test Reports," "Report," "Number of Tests and Retests," and "Certification and Test Report" sections of the referenced ASTM standards. For ASTM F1554 anchor bolts, include chemical composition and carbon equivalence for each heat of steel.

For HS connections, submit a record of which lots are used in each joint as an informational submittal.

Materials

(1) Delivery, Storage, and Handling

Mark the weight of any member weighing over 6,000 lb on the member.

Do not bend, scrape, or overstress members during handling and shipping. The Engineer rejects bent or damaged members.

Keep structural material clean during loading, transporting, and unloading.

Store structural material above ground on supports. Keep material clean, drained, and protected from corrosion. Store girders upright and shored. Support long members on skids placed to prevent deflection.

(2) Design Requirements

Connection details for highway bridges must comply with *AASHTO LRFD Bridge Design Specifications with California Amendments*.

Design details, fabrication, and workmanship for railway bridges must comply with chapter 15 of *AREMA Manual for Railway Engineering*.

Bolts must be ASTM F3125 Grade A490 as shown.

Materials must comply with the requirements shown in the following tables:

Structural Steel

Material	Specification
Carbon steel	ASTM A709/A709M, Grade 36 or (ASTM A36/A36M) ^a
HS low alloy columbium vanadium steel	ASTM A709/A709M, Grade 50 or (ASTM A992/A992M or ASTM A572/A572M, Grade 50) ^a
HS low alloy structural steel	ASTM A709/A709M, Grade 50W or Grade HPS 50W, or (ASTM A588/A588M) ^a
HS low alloy structural steel plate	ASTM A709/A709M, Grade HPS 70W
High-yield strength quenched and tempered alloy steel plate suitable for welding	ASTM A709/A709M, Grade 100, Grade 100W, or Grade HPS 100W, or (ASTM A514/A514M) ^a

^aGrades you may substitute for the equivalent ASTM A709 steel subject to the modifications and additions specified and to the requirements of ASTM A709.

Fasteners

Material	Specification
Steel fastener components for general applications:	
Bolts and studs	ASTM A307
Anchor bolts	ASTM F1554 ^a
HS bolts and studs	ASTM A449, Type 1 ^a
HS threaded rods	ASTM A449, Type 1 ^a
HS nonheaded anchor bolts	ASTM F1554, Grade 105, Class 2A ^a
Nuts	ASTM A563, including appendix X1 ^b
Washers	ASTM F844
Hardened washers	ASTM F436, Type 1, including S1 supplementary requirements
Components of HS steel fastener assemblies for use in structural steel joints:	
Bolts	ASTM F3125, Grade A325, Type 1
Tension control bolts	ASTM F3125, Grade F1852, Type 1
Nuts	ASTM A563, including appendix X1 ^b
Hardened washers	ASTM F436, Type 1, Circular, including S1 supplementary requirements
Direct tension indicators	ASTM F959, Type 325, zinc-coated

^aUse hardened washers.

^bZinc-coated nuts tightened beyond snug or wrench tight must be furnished with a dry lubricant complying with supplementary requirement S2 in ASTM A563.

Other Materials

Material	Specification
Carbon steel for forgings, pins, and rollers	ASTM A668/A668M, Class D
Alloy steel for forgings	ASTM A668/A668M, Class G
Pin nuts	ASTM A709/A709M or ASTM A563, including appendix X1 ^a
Carbon-steel castings	ASTM A27/A27M, Grade 65-35, Class 1
Malleable iron castings	ASTM A47/A47M, Grade 32510
Gray iron castings	ASTM A48, Class 30B
Carbon steel structural tubing	ASTM A500/A500M, Grade B, ASTM A501, ASTM A847/A847M, or ASTM A1085
Steel pipe ^b	ASTM A53, Type E or S, Grade B; ASTM A106, Grade B; or ASTM A139, Grade B
Stud connectors	ASTM A108

^aZinc-coated nuts tightened beyond snug or wrench tight must be furnished with a dry lubricant complying with supplementary requirement S2 in ASTM A563.

^bHydrostatic testing will not apply.

Fabrication

Section 55-1.02E(1) of the Standard Specifications applies to work performed at the source and at the job site.

Cut and fabricate steel plates for flanges, eyebars, hanger plates, and splice plates for flanges and eyebars such that the primary direction of rolling is parallel to the direction of the main tensile or compressive stress in the member.

Mechanically cut edges must be clean cut without torn or ragged edges.

Ends of girder stiffeners shown as tight-fit must bear on the girder flange with at least point bearing. Local clearances between the end of the stiffener and the girder flange must be at most 1/16 inch.

Fabricate floor beams, stringers, and girders having end connection angles to exact length back to back of connection angles. If end connections are faced, the finished angle thickness must be at least that shown on the shop drawings.

Finished members must be true to line and free from twists, bends, and open joints.

Matchmark connecting parts that are preassembled for setting up for welding or for drilling or reaming holes for field connections. Use low-stress stamps for fracture critical members and tension members.

Where galvanizing is described, galvanize structural steel under Section 75-1.02B of the Standard Specifications.

Neatly finish exposed parts of the work. Slightly round edges and sharp corners, including edges marred, cut, or roughened during handling or erection.

Clean and paint iron and steel surfaces under Section 59 of the Standard Specifications.

Construction

(1) General

Field welding must comply with Section 55-1.02E(7) of the Standard Specifications.

Assemble parts into final positions without damage. Follow all matchmarks. Do not damage or distort members when hammering.

Drifting done during assembly must not enlarge bolt holes or distort the metal.

(2) Falsework

Falsework must comply with Section 48-2 of the Standard Specifications except that dead loads consist of the weight of the structural steel and portions of the structure supported by the falsework.

Construct falsework and concrete forms on steel structures such that loads applied to girder webs (1) are applied within 6 inches of a flange or stiffener and (2) do not produce local distortion of the web. Provide temporary struts and ties to (1) resist lateral loads applied to girder flanges and (2) prevent appreciable vertical movement between the edge of deck form and the adjacent steel girder.

(3) Erection

(a) Continuous Members

Unless otherwise shown, structural steel girders are designed for continuity in supporting girder dead load. If erection procedures provide girder continuity for dead load, preassemble members with field joints in a no-load condition in a horizontal or an upright condition.

You may erect structural steel girders such that dead-load girder continuity is not provided. If erection procedures do not provide girder continuity for dead load:

1. You may increase cross-sectional areas or change grades of steel to provide the specified capacity if authorized.
2. The erected structure must have a load-carrying capacity at least equal to the structure shown.

(b) Bearings and Anchorages

Set bearing assemblies level. The Engineer provides adjustments to horizontal positions of bearing assemblies due to temperature. Attain full bearing on the concrete under bearing assemblies.

Immediately before setting bearing assemblies or masonry plates on ground concrete surfaces, thoroughly clean and apply caulking to all contact surfaces.

During welding, protect bearings and bearing surfaces using authorized methods.

The embedded end of each anchor bolt must terminate with a head or a nut and washer. Anchor bolts must allow true positioning of bearing assemblies.

Mortar placed (1) under masonry plates or bearing assemblies or (2) in anchor bolt sleeves or canisters must comply with Section 51-1.02F of the Standard Specifications except the cement to sand ratio must be 1 to 3. Mortaring and constructing mortar pads under masonry plates must be done after girder erection and before placing deck concrete.

If anchor bolts are installed in pipe sleeves or metal canisters, fill the pipes or canisters completely with mortar.

Payment

The payment quantity for structural steel is the weight determined from the dimensions shown using the following rules and assumptions:

1. Density of structural and cast steel is 0.2833 lb/cu in. The density of cast iron is 0.26 lb/cu in.
2. Weight of rolled shapes and structural plate is computed using nominal weight and dimensions with no deduction for copes, cuts, and holes.
3. Weight of fillet welds is as shown in the following table:

Size of fillet weld (inches)	Weight (lb/lf)
3/16	0.08
1/4	0.14
5/16	0.22
3/8	0.30
1/2	0.55
5/8	0.80
3/4	1.10
7/8	1.50
1	2.00

4. Weight of galvanizing is added to the calculated base metal weight using the table of weights of zinc coatings in ASTM A153/A153M.
5. Weight of bolts, nuts, and washers is added to obtain the weight of completed members. The weight of oversize bolts and nuts is not included.
6. Weight of nuts, bolts, washers, cap screws, anchor bolts, and anchor pipe sleeves in the finished structure is based on nominal weight and dimensions.
7. Weight of paint is not included.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in Furnishing Structural Steel (Bridge) and Erecting Structural Steel (Bridge) shall be considered as included in the contract price paid per pound of “Furnish Structural Steel (Bridge)” and “Erect Structural Steel (Bridge)”, respectively, and no separate or additional payment shall be considered therefor.

10-1.29 SURFACE PREPARATION AND PAINTING OF STEEL – The Contractors attention is directed to Section 59-2, “Painting Structural Steel” of the Standard Specifications and these special provisions for the specifications related to preparing and painting structural steel, expect galvanized or thermal spray coated surfaces.

Clean and paint new steel members and connections between new and existing steel members of the bridge seismic retrofit shown in the following table with the coating system specified:

Bridge Name and Number	Work Description	Coating System
Winterhaven Road over California Wasteway Bridge (58C-0094)	Clean, Power Tool Clean, and paint at the locations for attaching new steel to the existing bridge. Clean, shop blast clean, shop prime, and field paint new steel members.	Zinc

Submittals

(1) General

Submit certification showing the maximum allowable dry film thickness for either organic or inorganic zinc-rich coatings to be used on faying surfaces of HS bolted connections as determined under appendix A of *Specification for Structural Joints Using High-Strength Bolts* of the RCSC.

(2) Mandatory SSPC-QP Certifications

Submit proof of each required SSPC-QP certification. Required certifications are:

1. SSPC-QP 1
2. SSPC-QP 2, Category A
3. AISC-420-10/SSPC-QP 3, enclosed shop

Instead of submitting proof of SSPC-QP 1 certification, you may submit documentation with your painting quality work plan showing compliance with the requirements in section 3 of SSPC-QP 1. Regardless of the option you select, submit proof of CAS certifications as specified in Section 59-2.01A(3)(c) of the Standard Specifications.

Instead of submitting proof of SSPC-QP 2, Category A certification, you may submit documentation with your painting quality work plan showing compliance with the requirements in sections 4.2 through 4.4 of SSPC-QP 2, Category A. Regardless of the option you select, submit proof of CAS certifications as specified in section 59-2.01A(3)(c) of the Standard Specifications.

Instead of submitting proof of AISC-420-10/SSPC-QP 3, enclosed shop certification, you may submit documentation with your painting quality work plan showing compliance with the requirements in sections 5 through 18 of AISC-420-10/SSPC-QP 3.

Quality Control

(1) Certifications

You must hold SSPC certifications in good standing throughout the Contract to perform painting activities as shown in the following table:

SSPC Certifications

Painting Activity	SSPC Certification
Cleaning and painting structural steel in the field	SSPC-QP 1
Removing hazardous coatings from structural steel	SSPC-QP 2
Cleaning and painting structural steel in a permanent painting facility	AISC-420-10/SSPC-QP 3, enclosed shop

(2) Prepainting Meeting

Before starting painting activities, conduct a prepainting meeting to discuss painting quality work plan requirements. Meeting attendees must include the Engineer and all painting subcontractors.

(3) Quality Control

(a) General

You must determine the sequence of testing. The Engineer selects test locations.

If repairs are required, retest rejected areas after completing repairs.

Test blast-cleaned steel for soluble salts using a Class A or B retrieval method before applying the undercoat. Levels of soluble salts must not exceed the lesser of the coating manufacturer's recommendations or 10 µg/sq cm. Perform 3 tests for the first 1,000 sq ft prepared per shift and 1 test for each additional 1,000 sq ft or portion thereof. Perform at least 2 tests when less than 1,000 sq ft is prepared in a shift. Clean and retest areas represented by soluble salt tests exceeding specified limits.

(b) Inorganic and Organic Zinc Coating

Test the inorganic or organic zinc undercoat before applying final or finish coats. Perform adhesion and hardness testing at least 72 hours after application.

Test the inorganic or organic zinc undercoat as follows:

1. Perform 3 adhesion tests per girder or 1,000 sq ft of painted surface, whichever is less. If less than 1,000 sq ft is painted in a work shift, perform 3 tests. The coating must have an adhesion to steel of at least 600 psi. If 2 or more locations fail adhesion requirements, the area represented by the tests is rejected. If 1 of the locations fails adhesion requirements, test 3 additional locations. If any of the additional locations fail, the area represented by the tests is rejected. Repair rejected areas by blast cleaning and repainting. Repair test locations meeting adhesion requirements by applying organic zinc-rich primer to the specified dry film thickness.
2. Test surfaces where finish coats are to be applied for soluble salts. Soluble salt levels must not exceed the lesser of the coating manufacturer's recommendations or 10 µg/sq cm. Perform 3 tests for the first 1,000 sq ft prepared per day and 1 test for each additional 1,000

- sq ft or portion thereof. Perform at least 2 tests when less than 1,000 sq ft is prepared in a shift. Clean and retest areas represented by soluble salt tests exceeding specified limits.
3. The inorganic zinc coating must exhibit a solid, hard, and polished metal surface when firmly scraped with the knurled edge of a quarter before final or finish coats are applied. Repair areas that are powdery, soft, or do not exhibit a polished metal surface by power tool cleaning and repainting.

Perform the following additional testing for AASHTO M 300 Type II inorganic zinc primers:

1. Determine the dry-to-solvent insolubility under ASTM D4752 except use water as the solvent. The resistance rating must be at least 4. The test rate is 1 test per 500 sq ft or portion thereof. Repair inorganic zinc coating represented by tested areas that fail to meet solvent insolubility requirements by power tool cleaning and repainting.
2. Before applying finish coats, test the surface pH. Wet the surface with deionized water for 15 to 30 minutes. Apply pH paper with measuring increments of 0.5 pH units. Take at least 2 pH readings for every 500 sq ft or portion thereof. If less than 500 sq ft is coated in a single shift, take at least 2 pH readings. Do not apply finish coats until the surface pH is 7 or less.

Perform the following additional testing for AASHTO M 300 Type I inorganic zinc primers:

1. Determine the dry-to-solvent insolubility under ASTM D4752. The resistance rating must be at least 4. The test rate is 1 test per 500 sq ft or portion thereof. Repair inorganic zinc coating represented by tested areas that fail to meet solvent insolubility requirements by power tool cleaning and repainting.
2. Determine surface hardness under ASTM D3363. Hardness must be 2H or harder. The test rate is 1 test per 500 sq ft or portion thereof. Repair inorganic zinc coating represented by tests that fail to meet surface hardness requirements by power tool cleaning and repainting.

Materials

(1) General

Organic or Inorganic zinc-rich primer used on faying surfaces must comply with the slip coefficient specifications for Class B coatings on blast-cleaned steel in appendix A of *Specification for Structural Joints Using High-Strength Bolts of the RCSC*.

(2) Design Criteria

(a) Ventilated Containment Systems

Ventilated containment systems must comply with the specifications for scaffolding in Section 7-1.02K(6)(e) of the Standard Specifications.

The minimum total design load for the ventilated containment system must consist of the sum of the dead and live vertical loads.

Dead and live loads are as follows:

1. Dead load must consist of the actual load of the ventilated containment system
2. Live loads for bridges with only spot blast cleaning work must consist of:
 - Uniform load of at least 25 psf applied over the supported area
 - Moving concentrated load of 1000 lb to produce maximum stress in the main supporting elements of the ventilated containment system
3. Live loads for bridges with 100 percent blast cleaning to bare metal must consist of:
 - Uniform load of at least 45 psf, which includes 20 psf of sand load, applied over the supported area
 - Moving concentrated load of 1000 lb to produce maximum stress in the main supporting elements of the ventilated containment system

Assumed horizontal loads do not need to be included in the design of the ventilated containment system.

Maximum allowable stresses must comply with Section 48-2.02B(3) of the Standard Specifications.

Construction

(1) General

Clean and paint all exposed structural steel and other metal surfaces.

You must provide enclosures for cleaning and painting structural steel. Maintain atmospheric conditions inside enclosures within specified limits.

Cleaning and painting of new structural steel must be performed in an enclosed shop as defined in AISC-420-10/SSPC-QP 3.

(2) Containment Systems

(a) General

Construct containment systems when disturbing existing paint systems during bridge rehabilitation. The containment system must be one of the following:

1. Ventilated containment system
2. Vacuum-shrouded surface preparation equipment and drapes and ground covers
3. Equivalent containment system if authorized

The containment system must contain all water, resulting debris, and visible dust produced when the existing paint system is disturbed.

Properly maintain the containment system while work is in progress and do not change the containment system unless authorized.

Containment systems over railroad property must provide the minimum clearances for the passage of railroad traffic specified in the *Information Handout* in the document titled "Railroad Relations and Insurance Requirements."

Use an SSPC Class 3P containment system for all paint removal using vacuum-shrouded power tools. Construct and utilize the containment systems in accordance with SSPC Guide 6 "Guide for Containing Debris Generated During Lead Paint Removal Operations."

After each unique containment system design is installed, have the containment design engineer, or a designee working on behalf of the design engineer, conduct a site inspection to verify that the systems have been assembled as shown on the authorized plans and drawings.

Before dismantling or moving each Class 3P containment system, remove dust to the extent that it will not be dislodged during handling. Cleaning may be accomplished by HEPA vacuuming.

(b) Ventilated Containment Systems

(i) General

If flexible framing is used, support and fasten it to (1) prevent the escape of abrasive and blast materials due to whipping from traffic or wind and (2) maintain clearances.

If the wind speed reaches 50 mph or greater, relieve the wind pressure on the containment system using an authorized method.

Scaffolding or supports for the ventilated containment system must not extend below the vertical clearance level nor to the ground line at locations within the roadbed.

For truss-type bridges, all connections of the ventilated containment system to the existing structure must be made through the deck, girder, stringer, or floor beam system. No connections are allowed that will cause bending stresses in a truss member.

(ii) Ventilation

The ventilation system in the ventilated containment system must be of the forced input airflow type with fans or blowers.

Negative air pressure must be employed within the ventilated containment system and will be verified by visual methods by observing the concave nature of the ventilated containment system while taking into account wind effects or by using smoke or other visible means to observe airflow.

The input airflow must be properly balanced with the exhaust capacity throughout the range of operations.

The exhaust airflow of the ventilation system in the ventilated containment system must be forced into wet or dry dust collectors or bag houses.

(3) Surface Preparation

(a) General

Blast Cleaning and Spot Blast Cleaning for surface preparation on existing painted steel surfaces is not required. It is satisfactory to use Power Tool Cleaning in lieu of Blast Cleaning and Spot Blast cleaning on existing painted steel surfaces. Power Tool Clean existing painted steel surfaces under SSPC-SP11. After Power Tool cleaning, surfaces must have a dense, uniform, angular anchor pattern of 1.0 mil when measured under ASTM D4417.

Corners must be chamfered and without sharp edges.

Condition thermal-cut edges before blast cleaning by shallow grinding or other authorized method to remove the thin, hardened layer resulting from resolidification during cooling.

Remove visually-evident base metal surface irregularities and defects under ASTM A6 before blast cleaning new structural steel.

After removing material defects exposed by blast cleaning, restore the blast profile by blast cleaning or using mechanical tools under SSPC-SP 11.

(b) Cleaning

(i) General

Clean previously painted surfaces by pressure washing or steam cleaning before performing other cleaning or painting activities. Remove gloss from existing paint without removing sound paint. Lightly roughen remaining areas of gloss using 100- to 200-grit sandpaper. Paint that becomes loose, curled, lifted, or that loses its bond after cleaning must be removed to sound paint or metal.

~~After pressure washing or steam cleaning, spot blast clean painted surfaces having rust or foreign material remaining that would hinder bonding of new paint. If there is no bid item for spot blast cleaning, this is change order work. Spot blast clean surfaces under SSPC-SP 6/NACE no. 3. For small areas, the Engineer may allow cleaning under SSPC-SP 11.~~

Remove dirt, loose rust, mill scale, or paint not firmly bonded to surfaces under SSPC-SP 2. Feather edges of remaining paint. Do not use pneumatic chipping hammers unless authorized.

(ii) Blast Cleaning

Blast clean steel surfaces to be coated with inorganic zinc under SSPC-SP 10/NACE no. 2. After blast cleaning, surfaces must have a dense, uniform, angular anchor pattern of 1.5 to 3.5 mils when measured under ASTM D4417.

Where shown, spot blast clean existing painted steel surfaces under SSPC-SP 6/NACE no. 3. After blast cleaning, surfaces must have a dense, uniform, angular anchor pattern of at least 1.5 mils when measured under ASTM D4417.

Seal journals, bearings, motors, and moving parts before blast cleaning near machinery.

Reblast cleaned surfaces that rust or become contaminated before paint is applied.

Do not expose blast-cleaned steel to relative humidity exceeding 85 percent before painting.

(4) Painting

(a) General

Paint new structural steel as follows:

1. Apply the total thickness of undercoats before erection. Apply finish and final coats after erection. If a concrete deck is placed on steel members, apply finish and final coats after deck placement.
2. After erection and deck placement, clean and spot paint areas of damaged or deteriorated coating and exposed unpainted surfaces with undercoats to the specified thickness before applying subsequent coatings.
3. Clean and paint surfaces exposed to the atmosphere and inaccessible for painting after erection with the full number of coats before erection.

Paint existing structural steel as follows:

1. Apply a stripe coat of undercoat paint on all edges, corners, seams, crevices, interior angles, junctions of joining members, weld lines, and similar surface irregularities. The stripe coat must completely hide the surface being covered. If spot blast cleaning portions of the bridge, apply the stripe coat of undercoat paint before each undercoat and follow with the undercoat as soon as practical. If removing all existing paint from the bridge, apply the undercoat first as soon as practical and follow with the stripe coat of undercoat paint for each undercoat.
2. Apply the finish coats after the total dry film thickness of undercoat has been applied.
3. Apply all undercoats and the 1st finish coat within 30 days of initial cleaning activities.

Caulk contact surfaces of stiffeners, railings, built-up members, or open seams more than 6 mils wide with sealing compound or other authorized material. Apply the sealing compound at least 72 hours after the last application of undercoat unless otherwise authorized. Cure the sealing

compound under the manufacturer's instructions before performing subsequent painting activities. If no finish coats are applied, the sealing compound color must be gray.

Limit the thickness of each paint application to allow uniform drying throughout the paint film.

Paint ungalvanized anchor bolt assemblies with 2 applications of organic zinc-rich primer before installation. You do not need to paint other metal surfaces to be embedded in concrete.

Prepare and paint (1) the bottom surfaces of masonry plates and (2) structural steel surfaces contacting elastomeric bearing pads or preformed fabric pads with the full number of applications before erection.

Except for (1) abutting chord and column splices and (2) column and truss shoe bases, coat machine-finished surfaces with an easily removed rust inhibitor. Paint machine-finished surfaces of iron and steel castings with 1 coat of shop paint.

Where bridge deck drains are located over steel girders, paint the top and edges of top flanges beneath drains and for 2 inches on each side of drains before installing the drains.

Paint surfaces of machinery exposed to air with 2 coats of organic zinc-rich primer before installation. Paint exposed surfaces after installation with 2 finish coats of commercial-quality gray gloss enamel.

(b) Zinc Coating System

You may propose to use of an organic zinc primer for approval by the Engineer in lieu of an inorganic zinc primer on both existing and new structural steel surfaces. An approved organic zinc primer coating system must comply with the requirements shown in the following table:

System Description	Generic Coating Type	Dry Film Thickness (mils)
Shop Primer	Organic Zinc	3 to 5
Field System for Steel	Organic Zinc Primer 1	3 to 5
	Epoxy Intermediate Coat	5 to 7
	High Performance Acrylic Finish Coat	2 to 3

The total dry film thickness of this coating system shall not be less than 11 mils or more than 15 mils.

Mix all coating in accordance with the requirements of the coating manufacturer using mechanical equipment. Observe induction times as applicable. Mix only complete kits of material. Mixing of partial kits is not allowed. Do not use multi-component materials beyond the pot life established by the manufacturer's written instructions.

Strain organic zinc primer after mixing through a 30- to 60-mesh screen immediately before or when pouring into the spray pot.

Use an agitating spray pot. The agitator or stirring rod must reach to within 2 inches of the bottom of the spray pot and be moving at all times during painting. The agitator must keep the coating well mixed.

Apply organic zinc primer by spray, brush, dauber, or application roller. In conventional spray is used, verify that the compressed air supply is clean and dry as determined by the blotter test per ASTM D4285.

Zinc coatings must be free from dust, dirt, salt, and other deleterious deposits and thoroughly cured before applying subsequent coats.

(i) General

Coatings for new structural steel and connections between new and existing structural steel must comply with the requirements shown in the following table:

Zinc Coating System Requirements

Description	Coating	Dry film thickness (mils)
All new surfaces:		
Undercoat	Inorganic zinc primer, AASHTO M 300 Type I or II	4-8
Finish coat ^a	Exterior grade latex ^b , 2 coats	2 minimum each coat, 4-8 total
Total thickness, all coats		8-14
Connections to existing structural steel: ^c		
Undercoat	Inorganic zinc primer, AASHTO M 300 Type I or II	4-8
Finish coat ^a	Exterior grade latex ^b , 2 coats	2 minimum each coat, 4-8 total
Total thickness, all coats		8-14

^aIf no finish coats are described:

1. A final coat of inorganic zinc primer is required
2. Total thickness of undercoats and final coat must be from 5 to 9 mils

^bExterior grade latex must comply with section 91-2.02B of the standard specifications unless otherwise specified.

^cIncludes the following locations:

1. New and existing contact surfaces
2. Existing member surfaces under new HS bolt heads, nuts, or washers
3. Bare surfaces of existing steel after trimming, cutting, drilling, or reaming
4. Areas with a 4-in radius from the point of application of heat for welding or flame cutting

Strain inorganic zinc primer after mixing through a 30- to 60-mesh screen immediately before or when pouring into the spray pot.

Use an agitating spray pot. The agitator or stirring rod must reach to within 2 inches of the bottom of the spray pot and be moving at all times during painting. The agitator must keep the coating well mixed.

Apply inorganic zinc primer by spray. On areas inaccessible to spray application, you may make limited applications if authorized by brush, dauber, or roller.

Zinc coatings must be free from dust, dirt, salt, and other deleterious deposits and thoroughly cured before applying subsequent coats.

(ii) Undercoat

Use inorganic zinc primer within 12 hours of initial mixing of components.

Apply the undercoat in 2 or more applications within 8 hours of starting blast cleaning.

Blast clean and repaint areas where mudcracking of the undercoat occurs.

Protect surfaces coated with Type II inorganic zinc from conditions that may cause the coating film to dissolve. Blast clean and repaint areas of dissolved coating.

Remove dry spray by screening or other methods that minimize surface polishing before applying additional coats or final acceptance. Dry film thickness after dry spray removal must comply with the specified thickness.

If damaged areas of the undercoat is:

1. More than 2 percent of the total undercoated surface, blast clean and repaint damaged areas with inorganic zinc
2. 2 percent or less of the total undercoated surface, you may wire brush the damaged surfaces to remove loose or cracked coating and apply 2 coats of organic zinc-rich primer

At faying surfaces, the total undercoat dry film thickness must be from 1 mil to the maximum allowable for Class B coatings as determined by certified testing under appendix A of *Specification for Structural Joints Using High-Strength Bolts* of the RCSC.

Complete the field testing of the undercoat and correct deficiencies before applying subsequent coats.

(iii) Final Coat

Apply a final coat of inorganic or organic zinc primer to undercoated surfaces that do not receive finish coats. Use the same coating as used for the undercoat.

Lightly roughen areas to receive a final coat using 200-grit sandpaper. Protect edges, corners, and breaks from excessive undercoat film thickness removal.

Apply the final coat in 1 application within 24 hours of roughening. The final coat dry film thickness must be from 1 to 3 mils.

(iv) Finish Coats

Pressure rinse undercoated surfaces to receive finish coats. Perform pressure rinsing at least 72 hours after the final application of the undercoat.

Apply the 1st finish coat within 48 hours of pressure rinsing.

Apply the 1st finish coat by sprayer, roller, or brush. If applying by sprayer, apply the 1st finish coat in 2 applications. The 1st application consists of a spray-applied mist application. Apply the 2nd application after the mist application has dried to a set-to-touch condition as determined using the procedure in section 7 of ASTM D1640. If applying the 1st finish coat by roller or brush, you may apply the 1st finish coat in a single application.

Apply the 2nd finish coat after the 1st finish coat has dried 12 hours unless authorized. You may apply the 2nd finish coat in a single application.

The 1st finish coat color must match color no. 36628 of FED-STD-595. The 2nd finish coat color must match color no. 26408 of FED-STD-595.

(c) State Specification Paint Waterborne Coating System

The State Specification paint waterborne coating system for existing structural steel must comply with the requirements shown in the following table:

State Specification Paint Waterborne Coating System Requirements

Surface	Description	State specification PWB coating	Dry film thickness (mils)
Surfaces cleaned to bare metal ^a :	1st undercoat	145	2-3
	2nd undercoat	146	2-3
	1st finish coat	171	1.5-3
	2nd finish coat	172	1.5-3
	Total thickness, all coats	--	7-12
Existing painted surfaces to be topcoated:	Undercoat	146	2-3
	1st finish coat	171	1.5-3
	2nd finish coat	172	1.5-3
	Total thickness, new coats	--	5-9

^aIncludes locations of spot blast cleaning

Allow at least 12 hours of drying time before applying the subsequent undercoat or finish coats unless otherwise authorized.

Payment

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in surface preparation and painting structural steel shall be considered as included in the contract lump sum price paid for “Surface Preparation and Painting of Steel” and no separate or additional payment shall be considered therefor.

10-1.30 PERMITTING WITH THE QUECHAN TRIBE – All provisions for permitting with the Quechan Tribe including all work, materials, fees, and conditions that are required from said Tribe (excluding TERO fees or Cultural Monitoring fees) shall be considered part of this contract and shall be performed or provided by the Contractor. It shall be the responsibility of the Contractor to secure all necessary Quechan Tribe permits, licenses (such as Business License fees and Revocable Permit fees) prior to starting work.

All permitting and provisions from the Tribe shall be considered included in the various items of work and no additional payment shall be made therefore.

SECTION 11. (BLANK)
SECTION 12. (BLANK)
SECTION 13. (BLANK)

PART IV. SPECIAL PROVISION – OTHER AGENCY REQUIREMENTS

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

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

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

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

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

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

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

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

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

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

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

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

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

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

Affidavit

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

Revised 3-95
08-07-95

.....
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]

FR-2

"General Decision Number: CA20200002 07/03/2020

Superseded General Decision Number: CA20190002

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Imperial County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/31/2020
3	03/06/2020
4	04/17/2020
5	05/29/2020
6	06/05/2020
7	07/03/2020

ASBE0005-002 09/01/2019

Rates Fringes

Asbestos Workers/Insulator
(Includes the application of

all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 43.77	22.48
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 28.92	18.73

ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not).....\$ 20.63		12.17

BRCA0004-002 11/01/2018

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....\$ 48.11		17.54

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....\$ 33.43		14.11
TILE FINISHER.....\$ 28.23		12.65
TILE LAYER.....\$ 40.07		18.36

BRCA0018-010 09/01/2018

	Rates	Fringes
TERRAZZO FINISHER.....\$ 31.25		13.41
TERRAZZO WORKER/SETTER.....\$ 38.39		14.18

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....\$ 41.84		19.17
(2) Millwright.....\$ 42.91		19.17
(3) Piledrivermen/Derrick		

Bargeman, Bridge or Dock Carpenter, Heavy Frammer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17
(7) Table Power Saw Operator.....	\$ 40.93	19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

CARP0409-002 07/01/2016

	Rates	Fringes
Diver		
(1) Wet.....	\$ 712.48	17.03
(2) Standby.....	\$ 356.24	17.03
(3) Tender.....	\$ 348.24	17.03
(4) Assistant Tender.....	\$ 324.24	17.03

Amounts in "'Rates' column are per day

CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

ELEC0569-002 06/03/2019

	Rates	Fringes
Electricians (Electrical contracts of \$500,000 or less)		
Cable Splicer.....	\$ 45.75	3%+14.88
Tunnel Work.....	\$ 50.81	3%+13.63
Electrician.....	\$ 45.00	3%+14.88
Tunnel Work.....	\$ 50.06	3%+13.63
Electricians: (Electrical contracts of \$500,000 and		

over)

Cable Splicer.....	\$ 48.25	3%+13.63
Tunnel Work.....	\$ 53.81	3%+13.63
Electrician.....	\$ 47.50	3%+13.63
Tunnel Work.....	\$ 53.06	3%+13.63

ELEC0569-005 06/01/2020

Rates Fringes

Sound & Communications

Sound Technician.....	\$ 33.95	13.55
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SCOPE OF WORK Assembly, installation, operation, service and maintenance of components or systems as used in closed circuit television, amplified master television distribution, CATV on private property, intercommunication, burglar alarm, fire alarm, life support and all security alarms, private and public telephone and related telephone interconnect, public address, paging, audio, language, electronic, background music system less than line voltage or any system acceptable for class two wiring for private, commercial, or industrial use furnished by leased wire, frequency modulation or other recording devices, electrical apparatus by means of which electricity is applied to the amplification, transmission, transference, recording or reproduction of voice, music, sound, impulses and video. Excluded from this Scope of Work - transmission, service and maintenance of background music. All of the above shall include the installation and transmission over fiber optics.

SOUND TECHNICIAN: Terminating, operating and performing final check-out

ELEC0569-006 10/01/2018

Work on street lighting; traffic signals; and underground systems and/or established easements outside of buildings

Rates Fringes

Traffic signal, street light and underground work

Utility Technician #1.....	\$ 32.44	8.67
Utility Technician #2.....	\$ 27.05	8.51

STREET LIGHT & TRAFFIC SIGNAL WORK:

UTILITY TECHNICIAN #1: Installation of street lights and traffic signals, including electrical circuitry, programmable controller, pedestal-mounted electrical meter enclosures and laying of pre-assembled cable in ducts. The layout of electrical systems and communication installation including proper position of trench depths, and radius at duct banks, location for manholes, street lights and traffic signals.

UTILITY TECHNICIAN #2: Distribution of material at jobsite,

installation of underground ducts for electrical, telephone, cable TV land communication systems. The setting, leveling, grounding and racking of precast manholes, handholes and transformer pads.

 ELEC1245-001 01/01/2020

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..\$ 58.09	58.09	19.74
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 46.40	46.40	18.55
(3) Groundman.....\$ 35.47	35.47	18.17
(4) Powderman.....\$ 51.87	51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

 ELEV0018-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....\$ 57.40	57.40	34.765+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0012-003 07/01/2018

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....\$ 45.30	45.30	25.25
GROUP 2.....\$ 46.08	46.08	25.25
GROUP 3.....\$ 46.37	46.37	25.25
GROUP 4.....\$ 47.86	47.86	25.25
GROUP 5.....\$ 48.96	48.96	25.25
GROUP 6.....\$ 48.08	48.08	25.25
GROUP 8.....\$ 48.19	48.19	25.25
GROUP 9.....\$ 49.29	49.29	25.25
GROUP 10.....\$ 48.31	48.31	25.25
GROUP 11.....\$ 49.41	49.41	25.25

GROUP 12.....	\$ 48.48	25.25
GROUP 13.....	\$ 48.58	25.25
GROUP 14.....	\$ 48.61	25.25
GROUP 15.....	\$ 48.69	25.25
GROUP 16.....	\$ 48.81	25.25
GROUP 17.....	\$ 48.98	25.25
GROUP 18.....	\$ 49.08	25.25
GROUP 19.....	\$ 49.19	25.25
GROUP 20.....	\$ 49.31	25.25
GROUP 21.....	\$ 49.48	25.25
GROUP 22.....	\$ 49.58	25.25
GROUP 23.....	\$ 49.69	25.25
GROUP 24.....	\$ 49.81	25.25
GROUP 25.....	\$ 49.98	25.25

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 46.65	25.25
GROUP 2.....	\$ 47.43	25.25
GROUP 3.....	\$ 47.72	25.25
GROUP 4.....	\$ 47.86	25.25
GROUP 5.....	\$ 48.08	25.25
GROUP 6.....	\$ 48.19	25.25
GROUP 7.....	\$ 48.31	25.25
GROUP 8.....	\$ 48.48	25.25
GROUP 9.....	\$ 48.65	25.25
GROUP 10.....	\$ 49.65	25.25
GROUP 11.....	\$ 50.65	25.25
GROUP 12.....	\$ 51.65	25.25
GROUP 13.....	\$ 52.65	25.25

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 47.15	25.25
GROUP 2.....	\$ 47.93	25.25
GROUP 3.....	\$ 48.22	25.25
GROUP 4.....	\$ 48.39	25.25
GROUP 5.....	\$ 48.58	25.25
GROUP 6.....	\$ 48.69	25.25
GROUP 7.....	\$ 48.81	25.25

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator

operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator

(crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bendng machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer,

dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck);

Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid,

Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section

6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern

County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2015

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 49.50	23.60
(2) Dredge dozer.....	\$ 43.53	23.60
(3) Deckmate.....	\$ 43.42	23.60
(4) Winch operator (stern winch on dredge).....	\$ 42.87	23.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 42.33	23.60
(6) Barge Mate.....	\$ 42.94	23.60

 IRON0377-002 07/01/2019

	Rates	Fringes
Ironworkers:		

Fence Erector.....	\$ 33.58	24.66
Ornamental, Reinforcing and Structural.....	\$ 40.00	33.30

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0300-005 01/01/2018

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 33.19	17.78

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

* LABO0345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunitite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar

type of structure, when such structure is in excess of 75'-0" above base level and which work must be performed in whole or in part more than 75'-0" above base level, that work performed above the 75'-0" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LABO1184-001 07/01/2019

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 36.70	15.05
(2) Vehicle Operator/Hauler.	\$ 36.87	15.05
(3) Horizontal Directional Drill Operator.....	\$ 38.72	15.05
(4) Electronic Tracking Locator.....	\$ 40.72	15.05
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 37.91	18.06
GROUP 2.....	\$ 39.21	18.06
GROUP 3.....	\$ 41.22	18.06
GROUP 4.....	\$ 42.96	18.06

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently

affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LABO1184-002 07/01/2019

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 41.29	20.09
GROUP 2.....	\$ 41.61	20.09
GROUP 3.....	\$ 42.07	20.09
GROUP 4.....	\$ 42.76	20.09
LABORER		
GROUP 1.....	\$ 35.24	20.09
GROUP 2.....	\$ 35.79	20.09
GROUP 3.....	\$ 36.34	20.09
GROUP 4.....	\$ 37.89	20.09
GROUP 5.....	\$ 38.24	20.09

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power

broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabledtender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

 * LABO1184-004 07/01/2020

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

 LABO1414-003 08/07/2019

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 34.82	20.02
PLASTER TENDER.....	\$ 37.37	20.02

Work on a swing stage scaffold: \$1.00 per hour additional.

Work at Military Bases - \$3.00 additional per hour:
 Coronado Naval Amphibious Base, Fort Irwin, Marine Corps Air Station-29 Palms, Imperial Beach Naval Air Station, Marine Corps Logistics Supply Base, Marine Corps Pickle Meadows, Mountain Warfare Training Center, Naval Air Facility-Seeley, North Island Naval Air Station, Vandenberg AFB.

 PAIN0036-001 07/01/2019

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Repaint (excludes San Diego County).....	\$ 28.59	15.97
(2) All Other Work.....	\$ 32.12	16.09

REPAINT of any previously painted structure. Exceptions:
 work involving the aerospace industry, breweries,
 commercial recreational facilities, hotels which operate
 commercial establishments as part of hotel service, and
 sports facilities.

 PAIN0036-008 10/01/2019

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 42.18	19.52

 PAIN0036-013 01/01/2020

	Rates	Fringes
GLAZIER.....	\$ 44.55	17.06

 PAIN0036-019 01/01/2020

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 32.27	17.24

 PLAS0200-004 08/07/2019

	Rates	Fringes
PLASTERER.....	\$ 43.73	16.03

Work at Naval Air Facility Seeley: \$3.00 additional per hour

 * PLAS0500-002 07/01/2020

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91

 PLUM0016-008 09/01/2019

	Rates	Fringes
PLUMBER/PIPEFITTER		
Seeley Naval Air Station....	\$ 61.88	23.66
Work ONLY on new additions and remodeling of bars, restaurants, stores and commercial buildings, not to exceed 5,000 sq. ft. of floor space.....	\$ 49.83	22.68
Work ONLY on strip malls, light commercial, tenant improvement and remodel work.....	\$ 38.05	21.01
All other work except work on new additions and remodeling of bars, restaurant, stores and		

commercial buildings not
to exceed 5,000 sq. ft. of
floor space and work on
strip malls, light
commercial, tenant
improvement and remodel
work.....\$ 51.38 23.66

PLUM0345-001 09/01/2019

	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter.\$	34.40	23.05
Sewer & Storm Drain Work....\$	38.49	20.43

* ROOF0045-001 07/01/2020

	Rates	Fringes
ROOFER.....\$	36.25	9.24

SFCA0669-002 04/01/2020

	Rates	Fringes
SPRINKLER FITTER.....\$	39.83	25.71

SHEE0206-002 07/01/2019

	Rates	Fringes
Sheet Metal (TECHNICIAN).....\$	29.25	8.87
SHEET METAL WORKER.....\$	38.94	28.51

SHEET METAL TECHNICIAN - SCOPE:
LIGHT COMMERCIAL WORK: Any sheet metal, heating and air conditioning work performed on a project where the total construction cost, excluding land, is under \$1,000,000.
TENANT IMPROVEMENT WORK: Any work necessary to finish interior spaces to conform to the occupants of commercial buildings, after completion of the building shell

TEAM0011-002 07/01/2019

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....\$	31.59	29.59
GROUP 2.....\$	31.74	29.59
GROUP 3.....\$	31.87	29.59
GROUP 4.....\$	32.06	29.59
GROUP 5.....\$	32.09	29.59
GROUP 6.....\$	32.12	29.59
GROUP 7.....\$	32.37	29.59
GROUP 8.....\$	32.62	29.59
GROUP 9.....\$	32.82	29.59
GROUP 10.....\$	33.12	29.59

GROUP 11.....	\$ 33.62	29.59
GROUP 12.....	\$ 34.05	29.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION"

PART V.

DOCUMENTS TO BE EXECUTED BY BIDDER

(Because some colored inks will not reproduce in copy machines, please use black ink to complete this proposal.)
(DO NOT DETACH)

**PROPOSAL TO THE COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS**

Contract No. : TBD

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____

(Please include even if P.O. Box used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

CONTRACTOR LICENSE NO. _____

EMAIL ADDRESS _____

The work for which this proposal is submitted is for construction in conformance 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 below, including any addenda thereto, the contract annexed hereto, and also in conformance with Current California Department of Transportation Standard Plans, Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated August 4, 2020 and are entitled:

**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS FOR
WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094
SEISMIC RETROFIT PROJECT
Federal Aid Project No. BHLSZD – 5958 (014)
County of Imperial Project No. 58C-0094**

The project plans for the work to be done were adopted: **August 4, 2020** and are entitled:

COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR
WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094
SEISMIC RETROFIT PROJECT
Federal Aid Project No. BHLSZD – 5958 (014)
County of Imperial Project No. 58C-0094

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 an item 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 this purpose. In the case of unit basis items the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of 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 item price shall prevail, 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 of 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 percentage-wise the unit price or item total in the County of Imperial'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 Imperial, and that discretion will be exercised in the manner deemed by the County of Imperial to best protect the public interest in the prompt and economical

completion of the work. The decision of the County of Imperial 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 Imperial*, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the *County of Imperial* that the contract has been awarded, the *County of Imperial* 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 Imperial*.

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 Imperial*, 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 therefore the following prices, to wit:

BID ITEM LIST

Item No.	Item Code	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	ITEM PRICE	TOTAL
1	120090 120100 120120 129000 129113 120198	TEMPORARY TRAFFIC CONTROL	LS	LUMP SUM		
2	120149 120159 120300	TEMPORARY PAVEMENT DELINEATION	LS	LUMP SUM		
3	130100 130200 130900	WATER POLLUTION CONTROL	LS	LUMP SUM		
4	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	LF	3196		
5	846030	REMOVE THERMOPLASTIC TRAFFIC STRIPE	LF	3016		
6	846035	REMOVE THERMOPLASTIC PAVEMENT MARKING	SQFT	126		
7	820540	RESET ROADSIDE SIGN (WOOD POST)	EA	3		
8	840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	6020		
9	840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	138		
10	810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	45		
11	847194	CONTRAST STRIPE PAINT (1-COAT)	LF	2027		
12	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM		
13	141110	WORK AREA MONITORING (BRIDGE)	LS	LUMP SUM		
14	153550	TEMPORARY ACCESS STRUCTURES	LS	LUMP SUM		
15	510053	STRUCTURAL CONCRETE, BRIDGE (F)	CY	8		
16	511106	DRILL AND BOND DOWEL	LF	60		
17	520102	BAR REINFORCING STEEL (BRIDGE) (F)	LB	925		
18	550203	FURNISH STRUCTURAL STEEL (BRIDGE) (F)	LB	2082		
19	550204	ERECT STRUCTURAL STEEL (BRIDGE) (F)	LB	2082		
20	590117	SURFACE PREPARATION AND PAINTING OF STEEL	LS	LUMP SUM		
21	999990	MOBILIZATION	LS	LUMP SUM		

(F) – Denotes Final Pay Item

Bid _____

Accompanying this proposal is _____

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

in amount equal to at least ten percent of the total of the bid.

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

IMPORTANT NOTICE: *If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

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

License No. _____ Classification(s) _____

ADDENDA

This Proposal is submitted with respect to the changes to the contract included in addenda number/s

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

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

Business Address _____

Place of Business _____

Place of Residence _____

**COUNTY OF IMPERIAL
DEPARTMENT OF PUBLIC WORKS
BIDDER'S BOND**

We, _____ as Principal, and

_____ as Surety are bound unto the County of Imperial, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

NOW, THEREFORE, if the 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 conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____.

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of Imperial, SS

On this _____ day of _____ in the year 20____ before me
_____, personally appeared _____,
Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL) _____
Notary Public

PUBLIC CONTRACT CODE

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 checkmark 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 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.

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

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

**To the County of Imperial
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 therefor, 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 Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

The Bidder shall list the name and address, Contractor license number, and description of portion of work subcontracted of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions of the Standard Specifications and of the special provisions.

LIST OF SUBCONTRACTORS

Business Name and Location	California Contractor License Number	Description of Portion of Work	Bid Items Numbers	Percentage of Bid Item Subcontracted

(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)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 1

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

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

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

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of Subcontractor (DBE and Non-DBE) Part 2

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

Federal Project Number: _____

Subcontractor Name and Location		Line Item & Description	Subcontract Amount	Percentage of Bid Item Sub-contracted	Contractor 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.

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

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.

Signature

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 judgment 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.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p align="right">For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p align="center">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p align="center">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p align="right">CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>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:</p> <p align="center">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>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.</p>		
		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

**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. 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. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

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

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section upon Execution of Award			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			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.	
26. Local Agency Representative's Signature _____		27. Date _____	16. Preparer's Signature _____	17. Date _____
28. Local Agency Representative's Name _____		29. Phone _____	18. Preparer's Name _____	19. Phone _____
30. Local Agency Representative's Title _____			20. Preparer's Title _____	

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

30. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

Federal-aid Project No(s). _____ Bid Opening Date _____ CON

The _____ (Agency Name) _____ established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

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

Publications	Dates of Advertisement

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

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

- C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

Items of Work	Proposer or 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 (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

PART VI

**DOCUMENTS TO BE EXECUTED BY
THE SUCCESSFUL BIDDER
(FOR INFORMATION ONLY)**

MINIMUM INSURANCE AMOUNTS

Construction contract (Agreement for Services) form and content is included.

Insurance Minimum Amounts *

<u>Insurance</u>	<u>Minimum Limit</u> *
Workers Compensation, Coverage A	Statutory
Employers Liability, Coverage B	\$1 million
Comprehensive General Liability (Including Contractual Liability):	
Bodily Injury	\$2 million per occurrence \$5 million aggregate
Property Damage	\$2 million per occurrence \$5 million aggregate
Comprehensive Automobile Liability (Owned, hired & non-owned vehicles)	
Bodily Injury	\$1 million per occurrence
Property Damage	\$1 million per occurrence
Professional Liability/Errors and Omissions	\$1 million per Occurrence

An endorsement covering any explosion collapse and underground exposures, "XCU", in the Commercial General Liability policy is required.

*Minimums subject to additional review after bid opens.

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AGREEMENT FOR CONSTRUCTION SERVICES

«Consultant_Business_Name»

THIS AGREEMENT FOR CONSTRUCTION SERVICES (“Agreement”), made and entered into effective the ____ day of _____, 2020, by and between the COUNTY OF IMPERIAL, a political subdivision of the State of California, through its Department of Public Works (“COUNTY”) and «Consultant_Business_Name», a «Consultant_Business_Type» licensed to do business within the state of California (“CONTRACTOR”) (individually, “Party;” collectively, “Parties”) shall be as follows:

RECITALS

WHEREAS, COUNTY desires to retain a qualified individual, firm or business entity to provide professional construction services for Imperial County Project Number «Project_Number», «Project_Name» (“Project”); and

WHEREAS, COUNTY wishes to engage CONTRACTOR for performance of such services as are provided for herein and CONTRACTOR is willing to accept such engagement.

NOW, THEREFORE, COUNTY and CONTRACTOR have and hereby agree to the following:

1. DEFINITIONS.

1.1. “Invitation for Bid” shall mean the document entitled, “«Name_of_RFP»,” dated «Date_of_RFP», which includes all special notices, addendums, exhibits and Plans and Specifications as defined in Paragraph 1.3. The Invitation for Bid is attached hereto as **Exhibit “A”** and incorporated herein as though fully set forth.

1.2. “Proposal” shall mean CONTRACTOR’s document entitled “«Name_of_Proposal»,” dated «Date_of_Proposal» and submitted to the Clerk of the Board. The Proposal is attached hereto as **Exhibit “B”** and incorporated herein as though fully set forth.

1.3. “Plans and Specifications” shall mean the plans and specifications approved by the Director of Public Works, or his/her designee, for Project Number «Project_Number». While COUNTY is responsible for the completeness and accuracy of the Plans and Specifications for the Project, CONTRACTOR is required to review the Plans and Specifications and promptly report any errors or omissions to COUNTY.

2. CONTRACT COORDINATION.

- 1 **2.1.** The Director of Public Works or his/her designee shall be the representative of COUNTY
2 for all purposes under this Agreement. The Director of Public Works or his/her designee
3 is hereby designated as the Contract Manager for COUNTY. He/she shall supervise the
4 progress and execution of this Agreement.
- 5 **2.2.** CONTRACTOR shall assign a single Contract Manager to have overall responsibility for
6 the progress and execution of this Agreement. Should circumstances or conditions
7 subsequent to the execution of this Agreement require a substitute Contract Manager for any
8 reason, the Contract Manager designee shall be subject to the prior written acceptance and
9 approval of COUNTY's Contract Manager.
- 10 **3. SCOPE OF WORK TO BE PERFORMED BY CONTRACTOR.**
- 11 **3.1.** CONTRACTOR shall furnish all work, labor, tools, equipment, materials, supervision,
12 scheduling, coordination and contract administration necessary to construct and complete
13 the Project in a good, expeditious, workman-like and substantial manner under the terms of
14 and in full and complete compliance with this Agreement ("Work").
- 15 **3.2.** CONTRACTOR shall comply with and perform work consistent with all terms,
16 conditions and requirements of the Plans, Specifications, the Invitation for Bids and this
17 Agreement.
- 18 **3.3.** All described work shall be constructed, installed, placed and performed in conformance
19 with the Plans and Specifications and all Special Provisions contained therein and as directed
20 by COUNTY's engineer.
- 21 **3.4.** In the event of a conflict among this Agreement, the Invitation for Bid and the Proposal, the
22 Invitation for Bid shall take precedence over the Proposal and this Agreement shall take
23 precedence over both.
- 24 **3.5.** CONTRACTOR shall perform such other tasks as necessary and proper for the full
25 performance of the obligations assumed by CONTRACTOR hereunder; including but not
26 limited to any additional work or change orders agreed upon pursuant to written
27 authorization as described in Section 5. Proposed additional work or change order requests,
28 when applicable, will be attached and incorporated herein under **Exhibit "B"** (as "B-1," "B-

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2," etc.).

4. TRENCHING REQUIREMENTS AND UTILITY RELOCATION.

4.1. Four Feet (4') Below the Surface. In the event the Project involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall:

4.1.1. Promptly, and before the following conditions are disturbed, notify COUNTY, in writing, of any:

- (a) Material that CONTRACTOR believes may be material that is hazardous waste, as defined in Health & Safety Code §25117, that is required to be removed to a Class I, Class II or Class III disposal site in accordance with provisions of existing law;
- (b) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids; and
- (c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement.

4.1.2. In response to any written notice generated pursuant to Subparagraph 4.1.1, COUNTY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in CONTRACTOR's cost of, or the time required for, performance of any part of the Work, COUNTY shall issue a change order under the procedures described in this Agreement.

4.1.3. In the event that a dispute arises between COUNTY and CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in CONTRACTOR's cost of, or time required for, performance of any part of the Work, CONTRACTOR shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all Work

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to be performed under this Agreement. CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

- 4.2. Trenching Requirements – Project in Excess of Twenty-Five Thousand Dollars (\$25,000) and Five Feet (5’) Below the Surface. For projects involving both an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) and the excavation of any trench five feet (5’) or more in depth, CONTRACTOR shall submit a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench. The plan must be accepted by COUNTY (or by a registered civil or structural engineer, employed by COUNTY, to whom authority to accept has been delegated) in advance of excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Nothing in this Paragraph shall allow CONTRACTOR to use a shoring, sloping, or protective system less effective than that required by California Construction Safety Orders. Further, nothing in this Paragraph shall be construed to impose tort liability on COUNTY or any of its employees.
- 4.3. Utilities Relocation. In the event that CONTRACTOR, in the scope of work, encounters utilities not shown on COUNTY’S plans, COUNTY shall compensate CONTRACTOR for utilities relocation work. COUNTY shall also waive liquidated damages for any delay that occurs as a result of said encounter and/or relocation of utilities.

5. CHANGE ORDERS.

- 5.1. Change Orders. CONTRACTOR shall make no changes to the Work to be performed pursuant to this Agreement, including but not limited to additions, deletions, modifications or substitutions, nor shall CONTRACTOR perform any extra work (collectively, “Change Order Work”) without the prior written consent of COUNTY. If CONTRACTOR encounters conditions it considers different from those described in **Exhibit “A”** to this Agreement, CONTRACTOR may request a change order in conformance with COUNTY’s standard procedure (“Change Order”). If COUNTY approves the request, CONTRACTOR

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will execute a Change Order and CONTRACTOR's execution of the Change Order shall confirm approval thereof. COUNTY may order additional work, and CONTRACTOR shall perform such changes in the Work as directed by COUNTY in any Change Order prepared by CONTRACTOR. COUNTY's rights to eliminate portions of the Work or to initiate a Change Order shall not be limited in any way. The Change Order shall be in writing and shall include:

- 5.1.1. Any and all supporting documents and drawings depicting the source and location of the desired change, and explain in detail the field conditions and reasons for the requested change;
- 5.1.2. Any change or adjustment to the compensation set forth in this Agreement as a result of changes in the Work based on a lump sum or time and material basis, as may be directed by COUNTY; and
- 5.1.3. Any request for adjustments to time for completion of the Project.

5.2. Payment for Change Order Work. CONTRACTOR shall not be entitled to receive any compensation for work, labor, materials or changes of any kind, regardless of whether ordered by COUNTY or any of its representatives, unless a Change Order has been submitted in writing and approved prior to the commencement of any Change Order Work as described above. If the changes are required by any inspecting governmental agencies or utility companies, or are otherwise required to comply with any codes, laws, rules or regulations, including those set forth in this Agreement, then CONTRACTOR shall not be entitled to any increases in the compensation set forth in this Agreement or other compensation as a result of the changes.

5.3. Disputed Change Order Work. Any dispute concerning the performance of such Change Order Work or the amount of compensation to be paid to CONTRACTOR by COUNTY shall not affect CONTRACTOR's obligation to perform such Change Order Work. CONTRACTOR agrees that it shall timely complete all Change Order Work even if there shall be a dispute between CONTRACTOR and COUNTY over the amount or scope of the Change Order Work. CONTRACTOR shall have the right to be compensated for any

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undisputed Change Order Work amounts as determined to be undisputed in COUNTY’s sole discretion.

5.4. Authorized Representative. No Change Order shall be valid or binding against COUNTY unless such Change Order has been executed by COUNTY’s designated representative, who is the Director of Public Works. COUNTY shall notify CONTRACTOR in writing if the designated representative is changed.

5.5. Limits. When applicable, the authority to execute a Change Order on this Project shall not exceed the amount allowed by law pursuant to Public Contract Code sections 20137-20142 et seq. Where Change Orders are in an amount between ten percent (10%) and twenty-five percent (25%) of the amount set forth in this Agreement and based on a need for additional quantities due to an increase in the unit quantities required to complete the project in excess of the COUNTY’s Engineer’s estimate of unit quantities as set forth in the Invitation to Bid, CONTRACTOR shall be paid pursuant to Public Contract Code sections 20143 and 20139 and section 4 of the Standard Specifications, State of California, Business, Transportation and Housing Agency, May 2006 Issued by the Department of Transportation (“Caltrans Standard Specifications”) referred to in **Exhibit “A”** and incorporated herein by reference.

6. **REPRESENTATIONS BY CONTRACTOR.**

6.1. CONTRACTOR understands and agrees that COUNTY has limited knowledge in the construction specified in the description of work. CONTRACTOR has represented itself to be expert in these fields and understands that COUNTY is relying upon such representation.

6.2. CONTRACTOR represents and warrants that it is a lawful entity possessing all required licenses and authorities to do business in the State of California and perform all aspects of this Agreement.

6.3. CONTRACTOR shall not commence any work under this Agreement or provide any other services, or materials, in connection therewith until CONTRACTOR has received written authorization from the Director of Public Works, or his/her designee (“Notice to Proceed”) to do so.

6.4. CONTRACTOR represents and warrants that the people executing this Agreement on

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behalf of CONTRACTOR have the authority of CONTRACTOR to sign this Agreement and bind CONTRACTOR to the performance of all duties and obligations assumed by CONTRACTOR herein.

6.5. CONTRACTOR represents and warrants that any employee, contractor, subcontractor and agent who will be performing any of the duties and obligations of CONTRACTOR herein possess all required licenses and authorities, as well as the experience and training, to perform such tasks.

6.6. CONTRACTOR represents and warrants that the allegations contained in its Proposal are true and correct.

6.7. CONTRACTOR understands that COUNTY considers the representations made herein to be material and would not enter into this Agreement with CONTRACTOR if such representations were not made.

6.8. Retention and Access of Books and Records. CONTRACTOR represents and warrants that it shall maintain books, records, documents, reports and other materials developed under this Agreement as follows:

6.8.1. CONTRACTOR shall hold and possess as the property of COUNTY all papers, books, files, correspondence and other records of all kinds which at any time shall come into its possession or under its control relating only to services performed by CONTRACTOR under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date said papers came into the possession of CONTRACTOR pursuant to this Agreement.

6.8.2. Any records or documents required to be maintained by CONTRACTOR pursuant to this Agreement shall be made available to COUNTY for inspection or audit, at any time during CONTRACTOR's regular business hours provided COUNTY provides CONTRACTOR with seven (7) days advanced written or oral notice. Copies of such documents shall, at no cost to COUNTY, be provided to COUNTY for inspection at CONTRACTOR's address indicated for receipt of notices under this Agreement.

1 **6.8.3.** CONTRACTOR shall surrender all papers maintained by CONTRACTOR
2 pursuant to Subparagraph 6.8.1 of this Agreement within thirty (30) days of
3 termination of this Agreement.

4 **6.8.4.** CONTRACTOR represents and warrants that it has not been engaged by, nor will
5 it be engaged by and owes no duty of performance to any other person or entity
6 that would constitute a conflict. For breach or violation of this warranty,
7 COUNTY shall amongst other remedies at law, have the right to terminate this
8 Agreement without liability, or at its sole discretion, to deduct from the
9 Agreement price or consideration, or otherwise recover the full amount of such
10 fee, commission, percentage brokerage fee, gift or contingent fee paid or received
11 from another entity or person.

12 **6.9.** CONTRACTOR shall perform pursuant to this Agreement in accordance with and in full
13 compliance with all applicable Federal, State and local statues, rules, regulations and
14 policies and procedures, regardless of whether they are expressly set forth in this
15 Agreement. It is understood that in the event COUNTY is investigated or audited by any
16 State or Federal governmental agency, or any other recognized investigative/auditing
17 entity, CONTRACTOR shall fully cooperate with such agencies' reasonable and lawful
18 request for information.

19 **7. TERM OF AGREEMENT.**

20 This Agreement shall commence on the date first written above and shall remain in effect until
21 the services provided as outlined in Section 3, (“SCOPE OF WORK TO BE PERFORMED BY
22 CONTRACTOR”), have been completed, unless otherwise terminated as provided for in this Agreement.

23 **8. COMPENSATION.**

24 The total compensation payable under this Agreement shall be in accordance with the item prices
25 incorporated within the Proposal submitted by CONTRACTOR for labor, materials and all other services
26 related to the performance of this Agreement, attached hereto as **Exhibit “B”** and incorporated herein
27 as though fully set forth. The total compensation payable under this Agreement shall not exceed
28 «**Cost_of_Original_Contract**».

1 **9. PAYMENT AND RETENTION OF FUNDS.**

2 COUNTY shall pay CONTRACTOR for completed and approved services upon presentation
3 and approval of its itemized billing, subject to the following.

4 **9.1. Retention.**

5 **9.1.1.** In accordance with Cal. Pub. Contract Code §§ 7201 and 9203, COUNTY shall
6 generally retain five percent (5%) of the total compensation payable under this
7 Agreement until the Work to be performed has been completed in accordance with
8 this Agreement, as determined by COUNTY, and payment in full of all of
9 CONTRACTOR's subcontractors has been certified.

10 **9.1.2.** The 5% retention amount may be exceeded if the COUNTY's Board of Supervisors
11 has approved a finding, during a properly noticed and normally scheduled public
12 hearing conducted either prior to or concurrent with authorizing this Project to go
13 out to bid, that the Project is substantially complex and therefore requires a higher
14 retention amount than 5%. Should the retention amount exceed 5% for this Project,
15 then the actual retention amount will be listed in the Plans and Specifications, along
16 with the findings justifying the increased retention amount.

17 **9.2. Substitution of Retention.**

18 **9.2.1.** CONTRACTOR may elect to substitute securities for any retention of funds by
19 COUNTY to ensure performance under this Agreement. At the request and
20 expense of CONTRACTOR, securities equivalent to the amount retained shall be
21 deposited with the COUNTY, or with a state or federally chartered bank in this state
22 as the escrow agent, who shall then return the securities to CONTRACTOR once
23 the Work to be performed has been completed in accordance with this Agreement,
24 as determined by COUNTY, and payment in full of all of CONTRACTOR's
25 subcontractors has been certified.

26 **9.2.2.** Alternatively, CONTRACTOR may request and COUNTY shall make payment of
27 retentions earned directly to the escrow agent at the expense of CONTRACTOR.
28 CONTRACTOR, at its sole cost and expense, may direct the investment of the

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payments into securities, and CONTRACTOR shall receive the interest earned on the investments upon the same terms provided for in this Section for securities deposited by CONTRACTOR. Once the Work to be performed has been completed in accordance with this Agreement, as determined by COUNTY, and payment in full of all of CONTRACTOR's subcontractors has been certified, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from COUNTY, pursuant to the terms of this Section.

9.2.3. Securities eligible for investment under this Section shall include those listed in Cal. Gov. Code § 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by COUNTY and CONTRACTOR. CONTRACTOR shall be the beneficial owner of any securities substituted for retained funds and shall receive any interest thereon.

9.2.4. Substitution of securities shall be conducted through an Escrow Agreement substantially similar to that found in Cal. Pub. Contract Code § 22300(f).

9.2.5. Notwithstanding any other provision in this Section, substitution of securities is prohibited where funding for the Project, in whole or in part, will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), or where otherwise disallowed by federal law.

10. METHOD OF PAYMENT.

10.1. CONTRACTOR shall at any time prior to the fifteenth (15th) day of any month, submit to COUNTY's Director of Public Works or his/her designee, a complete and accurate written claim for compensation for services performed. The claim shall be in a format approved by COUNTY. COUNTY shall make no payment prior to the claims being approved in writing by the Director of Public Works or his/her designee.

10.2. After determining that the claim is a proper payment request, the Director of Public

1 Works, or his/her designee, shall submit to COUNTY's Auditor/Controller undisputed
2 and properly submitted claims approved for payment within ten (10) days following the
3 date the claim was submitted to his/her Department.

4 **10.3.** CONTRACTOR may expect to receive payment within a reasonable time thereafter and
5 in any event in the normal course of business within thirty (30) days after the undisputed
6 and properly submitted claim is submitted.

7 **10.4.** Any claim determined to be an improper payment request shall be returned to
8 CONTRACTOR as soon as practicable, but not later than seven (7) days, after receipt with
9 a written explanation as to why the claim is an improper request for payment.

10 **10.5.** In order for prompt payment to be made by COUNTY pursuant to Public Contract Code
11 §20104.50, CONTRACTOR must properly fill out all written claims for compensation for
12 services performed.

13 **10.6.** COUNTY shall pay interest at the legal rate set forth in Code of Civil Procedure §685.010
14 in the event payment is not made within thirty (30) days of an undisputed properly submitted
15 request.

16 **11. INDEMNIFICATION.**

17 **11.1.** CONTRACTOR agrees to the fullest extent permitted by law to indemnify, defend,
18 protect and hold COUNTY and its representatives, officers, directors, designees,
19 employees, agents, successors and assigns harmless from any and all claims, expenses,
20 liabilities, causes of action, demands, losses, penalties, attorneys' fees and costs, in law
21 or equity, of every kind and nature whatsoever arising out of or in connection with
22 CONTRACTOR's negligent acts and omissions or willful misconduct under this
23 Agreement ("Claims"), whether or not arising from the passive negligence of COUNTY,
24 but does not include Claims that are finally determined to be the result of the sole
25 negligence or willful misconduct of COUNTY.

26 **11.2.** CONTRACTOR agrees to defend with counsel acceptable to COUNTY, indemnify and
27 hold COUNTY harmless from all Claims, including but not limited to:

28 **11.2.1.** Personal injury, including but not limited to bodily injury, emotional injury,

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sickness or disease or death to persons including but not limited to COUNTY's representatives, officers, directors, designees, employees, agents, successors and assigns, subcontractors and other third parties and/or damage to property of anyone (including loss of use thereof) arising out of CONTRACTOR's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

11.2.2. Liability arising from injuries to CONTRACTOR and/or any of CONTRACTOR's employees or agents arising out of CONTRACTOR's negligent performance of, or willful misconduct surrounding, any of the terms contained in this Agreement, or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable;

11.2.3. Penalties imposed upon account of the violation of any law, order, citation, rule, regulation, standard, ordinance or statute caused by the negligent action or inaction, or willful misconduct of CONTRACTOR or anyone directly or indirectly employed by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, including but not limited to:

(a) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR's failure to adhere to Disadvantaged Business Enterprise requirements and/or goals, as determined by COUNTY or such other lawful entity in charge of monitoring Disadvantaged Business Enterprise compliance;

(b) Any loss of funding, penalties, fees, or other costs resulting from CONTRACTOR's failure to adhere to prevailing wage requirements, as determined by COUNTY, the California Department of Industrial Relations, or such other lawful entity in charge of monitoring prevailing wage compliance;

11.2.4. Infringement of any patent rights which may be brought against COUNTY arising

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out of CONTRACTOR's work;

11.2.5. Any violation or infraction by CONTRACTOR of any law, order, citation, rule, regulation, standard, ordinance or statute in any way relating to the occupational health or safety of employees; and

11.2.6. Any breach by CONTRACTOR of the terms, requirements or covenants of this Agreement.

11.3. The indemnification provisions of this Agreement shall extend to Claims occurring after this Agreement is terminated, as well as while it is in force.

12. INDEPENDENT CONTRACTOR

12.1. In all situations and circumstances arising out of the terms and conditions of this Agreement, CONTRACTOR is an independent contractor, and as an independent contractor, the following shall apply:

12.2. CONTRACTOR is not an employee or agent of COUNTY and is only responsible for the requirements and results specified by this Agreement.

12.3. CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

12.4. CONTRACTOR is not, and shall not be, entitled to receive from, or through, COUNTY, and COUNTY shall not provide, or be obligated to provide, CONTRACTOR with Worker's Compensation coverage or any other type of employment or worker insurance or benefit coverage required or provided by any Federal, State or local law or regulation for, or normally afforded to, an employee of COUNTY.

12.5. CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program, or any other type of pension, annuity, or disability program required or provided by any Federal, State or local law or regulation.

- 1 **12.6.** CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or
2 make any claim against any COUNTY fringe benefit program, including, but not limited
3 to, COUNTY’s pension plan, medical and health care plan, dental plan, life insurance
4 plan, or any other type of benefit program, plan, or coverage designated for, provided to,
5 or offered to COUNTY’s employee.
- 6 **12.7.** COUNTY shall not withhold or pay, on behalf of CONTRACTOR, any Federal, State,
7 or local tax, including, but not limited to, any personal income tax, owed by
8 CONTRACTOR.
- 9 **12.8.** CONTRACTOR is, and at all times during the term of this Agreement shall represent and
10 conduct itself as, an independent contractor, not an employee of COUNTY.
- 11 **12.9.** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind
12 or obligate COUNTY in any way without the written consent of COUNTY.

13 **13. INSURANCE.**

14 **13.1.** CONTRACTOR hereby agrees at its own cost and expense to procure and maintain,
15 during the entire term of this Agreement and any extended term therefore, insurance in a
16 sum acceptable to COUNTY and adequate to cover potential liabilities arising in
17 connection with the performance of this Agreement and in any event not less than the
18 minimum limit set forth in the “Minimum Insurance Amounts” attachment to the Plans
19 and Specifications which are incorporated as if set forth fully herein.

20 **13.2. Special Insurance Requirements.** All insurance required shall:

21 **13.2.1.** Be procured from California admitted insurers (licensed to do business in
22 California) with a current rating by Best’s Key Rating Guide, acceptable to
23 COUNTY. A rating of at least A-VII shall be acceptable to COUNTY; lesser
24 ratings must be approved in writing by COUNTY.

25 **13.2.2.** Be primary coverage as respects COUNTY and any insurance or self-insurance
26 maintained by COUNTY shall be in excess of CONTRACTOR’s insurance
27 coverage and shall not contribute to it.

28 **13.2.3.** Name COUNTY as an additional insured on all policies, except Workers’

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Compensation, and provide that COUNTY may recover for any loss suffered by COUNTY by reason of CONTRACTOR’s negligence.

13.2.4. State that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

13.2.5. Not be canceled, non-renewed or reduced in scope of coverage until after thirty (30) days written notice has been given to COUNTY. However, CONTRACTOR may not terminate such coverage until it provides COUNTY with proof that equal or better insurance has been secured and is in place. Cancellation or change without the prior written consent of COUNTY shall, at the option of COUNTY, be grounds for termination of this Agreement.

13.2.6. If this Agreement remains in effect more than one (1) year from the date of its original execution, COUNTY may, at its sole discretion, require an increase in the amount of liability insurance to the level then customary in similar COUNTY Agreements by giving sixty (60) days notice to CONTRACTOR.

13.3. Additional Insurance Requirements.

13.3.1. COUNTY is to be notified immediately of all insurance claims. COUNTY is also to be notified if any aggregate insurance limit is exceeded.

13.3.2. The comprehensive or commercial general liability shall contain a provision of endorsements stating that such insurance:

- (a) Includes contractual liability;
- (b) Does not contain any exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to by insurers as the “XCU Hazards”;
- (c) Does not contain a “pro rata” provision which looks to limit the insurer’s liability to the total proportion that its policy limits bear to the total coverage available to the insured;
- (d) Does not contain an “excess only” clause which requires the exhaustion

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of other insurance prior to providing coverage;

- (e) Does not contain an “escape clause” which extinguishes the insurer’s liability if the loss is covered by other insurance;
- (f) Includes COUNTY as an additional insured; and
- (g) States that it is primary insurance and regards COUNTY as an additional insured and contains a cross-liability or severability of interest clause.

13.4. Deposit of Insurance Policy. Promptly on issuance, reissuance, or renewal of any insurance policy required by this Agreement, CONTRACTOR shall, if requested by COUNTY, cause to be given to COUNTY satisfactory evidence that insurance policy premiums have been paid together with a duplicate copy of the policy or a certificate evidencing the policy and executed by the insurance company issuing the policy or its authorized agent.

13.5. Certificates of Insurance. Complete copies of certificates of insurance for all required coverages including additional insured endorsements shall be attached hereto as **Exhibit “C”** and incorporated herein as though fully set forth.

13.6. Additional Insurance. Nothing in this, or any other provision of this Agreement, shall be construed to preclude CONTRACTOR from obtaining and maintaining any additional insurance policies in addition to those required pursuant to this Agreement.

14. WORKERS’ COMPENSATION CERTIFICATION.

14.1. Prior to the commencement of work, CONTRACTOR shall sign and file with COUNTY the following certification: “I am aware of the provisions of California Labor Code §§3700 et seq. which require 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.”

14.2. This certification is included in this Agreement and signature of the Agreement shall constitute signing and filing of the certificate.

14.3. CONTRACTOR understands and agrees that any and all employees, regardless of hire

1 date, shall be covered by Workers' Compensation pursuant to statutory requirements
2 prior to beginning work on the Project.

3 **14.4.** If CONTRACTOR has no employees, initial here: _____.

4 **15. WARRANTY.**

5 **15.1. One Year Warranty.** CONTRACTOR agrees to provide a one-year warranty for all of its
6 work and component parts and guarantees that all work shall be performed in a
7 professional and workman-like manner and be free from defects. CONTRACTOR
8 guarantees to timely correct all work performed by it under this Agreement which
9 COUNTY determines to be defective in design, material and/or workmanship within a
10 period of one (1) year from the date of the completion of the Work. The warranties set
11 forth in this Agreement shall be in addition to, and not in lieu of, all other statutory and
12 case law warranties and obligations of CONTRACTOR. CONTRACTOR expressly
13 agrees that all warranties made by CONTRACTOR, all obligations under this Agreement
14 and all remedies for breach of such warranties shall survive this Agreement in the event
15 it is terminated or expires for any reason prior to the running of the full warranty periods
16 listed above.

17 **15.2. Materials.** All materials furnished by CONTRACTOR shall be new, manufactured
18 during the current year, of first quality and carrying full manufacturer's warranty.
19 CONTRACTOR shall be responsible for any expiration of manufacturer or other
20 warranties of material or equipment being supplied for this Agreement. CONTRACTOR
21 guarantees that all warranties of material and equipment shall become effective when the
22 project is accepted by COUNTY's Board of Supervisors, not at time of installation by
23 CONTRACTOR.

24 **15.3. Manufacturers' Warranty Information.** CONTRACTOR agrees to promptly provide such
25 information and maintenance recommendations to COUNTY at the inception of
26 CONTRACTOR's work to the extent such information is reasonably available.

27 **16. DEFAULT AND REMEDIES.**

28 **16.1. Default.** In the event that (i) CONTRACTOR files a petition requesting relief under any

1 bankruptcy act, or is adjudged as bankrupt, or makes a general assignment for the benefit
2 of creditors or has a receiver appointed on account of its insolvency, or (ii)
3 CONTRACTOR refuses or is unable, for whatever reason, to supply enough properly
4 skilled workers or proper materials to complete the Project, or (iii) CONTRACTOR fails
5 to follow the directions of COUNTY, or (iv) CONTRACTOR fails to make prompt
6 payment to its subcontractors and suppliers for materials or labor supplied or permits any
7 lien to be imposed upon all or any portion of the Project, or (v) CONTRACTOR
8 disregards any laws or orders of any public or private authority having jurisdiction over
9 the Work or the Project, or (vi) CONTRACTOR fails to perform in accordance with any
10 of the terms of this Agreement or breaches any provision of this Agreement, COUNTY
11 may give notice of such failure or breach to CONTRACTOR, identifying the failure or
12 breach of this Agreement. Should any such failure or breach continue for twenty-four
13 (24) hours after delivery of notice without a good faith effort on the part of
14 CONTRACTOR to commence all necessary corrective action, or should such a breach
15 continue despite CONTRACTOR's efforts for forty-eight (48) hours, then at that time
16 such failure shall be deemed a default by CONTRACTOR under this Agreement and
17 COUNTY shall have all rights and remedies available at law or in equity, including the
18 right to terminate this Agreement. Without limiting its rights and remedies, COUNTY
19 may then proceed as follows:

20 **16.1.1.** Without terminating this Agreement or the obligations of CONTRACTOR
21 hereunder as to all of the Work required to be performed or furnished by
22 CONTRACTOR pursuant to this Agreement, COUNTY may require
23 CONTRACTOR, at CONTRACTOR's expense, to cure such default(s) as may
24 exist in the performance of CONTRACTOR's obligations hereunder within forty-
25 eight (48) hours after such default(s) has/have occurred including but not limited
26 to repairing, replacing and correcting material or Work determined by COUNTY
27 to be defective or not complying with the requirements of this Agreement. Should
28 CONTRACTOR fail to timely repair, replace and/or correct non-complying or

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defective materials and workmanship or otherwise cure its default(s) hereunder, and in the case of emergencies in which case COUNTY may act immediately if CONTRACTOR is not available or is not responding, and without further notice, COUNTY may make required repairs, replacements and other corrections or otherwise remedy the default by CONTRACTOR pursuant to the subparagraph below.

16.1.2. Without terminating this Agreement or the obligations of CONTRACTOR hereunder as to all of the Work required to be performed or furnished by CONTRACTOR pursuant to this Agreement, COUNTY may engage another contractor to perform such portion of CONTRACTOR’s Work required pursuant to this Agreement or furnish any materials or other items required hereunder as COUNTY in its sole discretion may deem necessary to avoid delay in the progress of the Work, and in connection therewith, COUNTY may perform such Work or any portion thereof itself or have the same performed by others and COUNTY may procure all necessary materials, equipment or other items required for the continued progress of such Work. The costs incurred by COUNTY as a result of engaging another contractor shall be deducted from the compensation payable pursuant to this Agreement and if COUNTY’s costs exceed or may reasonably be anticipated to exceed the balance of the compensation due to CONTRACTOR for such work, such excess, or anticipated excess, shall be immediately due and owing from CONTRACTOR to COUNTY and may be withheld from any funds due to CONTRACTOR pursuant to this Agreement or any other agreement.

16.1.3. COUNTY may terminate CONTRACTOR’s right to perform upon written notice and COUNTY shall then have the option of completing the Work or any portion thereof by exercise of its interest under the performance bond issued in favor by CONTRACTOR, or having such Work in whole or in part be completed by others for CONTRACTOR’s account. A calculation shall take place at the conclusion of the Project wherein to the degree the sum of COUNTY’s costs and any amounts

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paid to complete the Project exceed the compensation payable pursuant to this Agreement, then any such excess shall be immediately due and owing from CONTRACTOR to COUNTY.

16.2. Damages. CONTRACTOR shall be liable for all damages suffered by COUNTY by reason of CONTRACTOR’s default in any provision of this Agreement and the exercise of COUNTY of its option to terminate this Agreement shall not release CONTRACTOR of such liability. CONTRACTOR shall have no right to receive any further payment after a default has occurred until such time as the Work to be performed by CONTRACTOR pursuant hereto has been completed and accepted by COUNTY and damages suffered by COUNTY, if any, ascertained. Damages shall include by way of illustration, but not of exclusion, COUNTY’s costs of completing the Work which exceeds the compensation payable pursuant to this Agreement, other general, liquidated, special or consequential damages, attorney fees and costs.

16.3. Actions After Default. Should COUNTY exercise any of its options, remedies or rights granted pursuant to the terms of this Agreement in the event of a default by CONTRACTOR, COUNTY at its sole election may, but shall not be obligated to, use any materials, supplies, tools or equipment on the work site which belong to CONTRACTOR to complete the Work required to be completed by CONTRACTOR, whether such work is completed by COUNTY or by others, and CONTRACTOR agrees that it shall not remove such materials, supplies, tools and equipment from the work site unless directed in writing by COUNTY to do so.

16.4. Limit on Force Majeure Damages. CONTRACTOR shall not be responsible for repairing or restoring damage to work caused by an act of God in excess of five (5) percent of the contract amount, provided that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of COUNTY. In the event of such damage, COUNTY may, at its option, elect to terminate this Agreement. For purposes of this Agreement, an “act of God” shall be defined as an earthquake in excess of 3.5 on the Richter Scale and a tidal wave.

- 1 **16.5. Resolution of Claims.** COUNTY and CONTRACTOR agree to follow and comply with
2 the mediation, arbitration, claim, civil action procedure and trial de novo provisions set
3 forth in California Public Contracts Code §§ 9204 and 20104 – 20104.6.
- 4 **16.6. No Limitation of Rights.** The options and rights granted to COUNTY herein shall not be
5 deemed as limitations upon the other rights and remedies of COUNTY in the event of a
6 failure of performance or breach by CONTRACTOR, and COUNTY shall be entitled to
7 exercise the rights and remedies hereinabove specified and all other rights and remedies
8 which may be provided in this Agreement or by law or in equity, either cumulatively or
9 consecutively, and in such order as COUNTY in its sole discretion shall determine.
- 10 **17. NON-DISCRIMINATION.**
- 11 **17.1.** During the performance of this Agreement, CONTRACTOR and its subcontractors shall
12 not unlawfully discriminate, harass or allow harassment against any employee or
13 applicant for employment because of sex, race, color, ancestry, religious creed, national
14 origin, physical disability (including HIV and AIDS), mental disability, medical
15 condition (cancer), age (over forty (40)), marital status and denial of family care leave.
- 16 **17.2.** CONTRACTOR and its subcontractors shall insure that the evaluation and treatment of
17 their employees and applicants for employment are free from such discrimination and
18 harassment.
- 19 **17.3.** CONTRACTOR and its subcontractors shall comply with the provisions of the Fair
20 Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable
21 regulations promulgated thereunder (California Code of Regulations, Title 2, Section
22 7285 et seq.).
- 23 **17.4.** The applicable regulations of the Fair Employment and Housing Commission
24 implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of
25 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
26 reference and made a part hereof as if set forth in full.
- 27 **17.5.** The applicable regulations of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.
28 §794 (a)) are incorporated into this Agreement by reference and made a part hereof as if

- 1 set forth in full.
- 2 **17.6.** CONTRACTOR and its subcontractors shall give written notice of their obligations under
- 3 this clause to labor organizations with which they have a collective bargaining or other
- 4 agreement.
- 5 **17.7.** CONTRACTOR shall include the nondiscrimination and compliance provisions of this
- 6 clause in all subcontracts to perform Work under this Agreement.
- 7 **18. DISADVANTAGED BUSINESS ENTITY COMPLIANCE.**
- 8 **18.1.** When applicable, CONTRACTOR and its subcontractors shall reference and abide by
- 9 the guidance and Disadvantaged Business Enterprise (“DBE”) specifications contained
- 10 in the California Department of Transportation’s Standard Specifications.
- 11 **18.2.** CONTRACTOR represents and warrants that is has fully read the applicable DBE
- 12 requirements pertaining to this Project and has fully and accurately completed any and
- 13 all required DBE forms.
- 14 **18.3.** CONTRACTOR represents and warrants that it will comply with all applicable DBE
- 15 requirements for this Project.
- 16 **18.4.** CONTRACTOR shall comply with the applicable DBE provisions attached hereto as
- 17 **Exhibit “D”** and incorporated by this reference as though fully set forth herein.
- 18 **18.5.** If any state or federal funds are withheld from COUNTY or not reimbursed to COUNTY
- 19 due to CONTRACTOR’s failure to either comply with the DBE requirements set forth in
- 20 the RFP and this Agreement, or to meet the mandatory DBE goals as determined by
- 21 COUNTY, Caltrans, the Federal Highway Administration, and/or any other state or
- 22 federal agency contributing funds to the Project, then CONTRACTOR shall fully
- 23 reimburse COUNTY the amount of funding lost. COUNTY reserves the right to deduct
- 24 any such loss in funding from the amount of compensation due to CONTRACTOR under
- 25 this Agreement.
- 26 **18.6.** In addition to the above, CONTRACTOR’s failure to comply with DBE
- 27 requirements/goals shall subject it to such sanctions as are permitted by law, which may
- 28 include, but shall not be limited to the following:

- 1 **18.6.1.** Termination of this Agreement;
- 2 **18.6.2.** Withholding monthly progress payments;
- 3 **18.6.3.** Denial of payment for any portion of the Project that was committed at the time
- 4 of the execution of this Agreement to be performed by a DBE subcontractor, but
- 5 was completed by CONTRACTOR or a substitute non-DBE subcontractor;
- 6 **18.6.4.** Compensatory, special, incidental, liquidated and other damages; and/or
- 7 **18.6.5.** Designation of CONTRACTOR as “nonresponsible,” and disqualification from
- 8 bidding on future public works projects advertised by COUNTY.

9 **19. PREVAILING WAGE.**

10 **19.1.** CONTRACTOR and its subcontractors shall pay all workers employed on the Project the

11 higher of either the rates determined by the Director of the California Department of

12 Industrial Relations (“DIR”) or, when applicable, the Davis-Bacon Federal wage rates as

13 supplemented by the Department of Labor regulations. The Davis-Bacon Federal wage

14 rates are attached to the RFP. Copies of the State prevailing rate of per diem wages are

15 on file with the Department of Industrial Relations, Division of Apprenticeship Standards,

16 445 Golden Gate Avenue, San Francisco, California, and at COUNTY’s Department of

17 Public Works, and are available to CONTRACTOR and any other interested party upon

18 request. CONTRACTOR shall post the prevailing rate of per diem wages to be posted at

19 the Project site.

20 **19.2.** CONTRACTOR is responsible for compliance with the provisions herein.

21 **19.3. Mandatory Registration with the Department of Industrial Relations – NEW**

22 **REQUIREMENTS PURSUANT TO SB 854.**

23 **19.3.1.** CONTRACTOR and its subcontractors shall register with the DIR and pay all

24 applicable fees as set forth in Labor Code section 1725.5.

25 **19.3.2.** CONTRACTOR and its subcontractors acknowledge that they shall not be listed

26 on any bid proposal for a public works project (submitted on or after March 1,

27 2015) unless registered with the DIR pursuant to Labor Code section 1725.5. The

28 requirements of this section shall apply unless one of the limited exceptions

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provided under Labor Code Section 1771.1(a) applies.

19.3.3. CONTRACTOR and its subcontractors acknowledge that they shall not be awarded any contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.

19.3.4. The Project described herein is subject to compliance monitoring and enforcement with the DIR.

19.3.5. For further information concerning compliance with SB 854, please visit: <http://www.dir.ca.gov/Public-Works/SB854.html>.

19.4. Cognizance of Violations by County.

19.4.1. CONTRACTOR understands and agrees that COUNTY shall take cognizance of violations of Chapter 1 of Part 7 of Division 2 of the California Labor Code committed in the course of the execution of this Agreement, and shall promptly report any suspected violations to the Labor Commissioner.

19.4.2. If CONTRACTOR determines as a result of its own investigation that there has been a violation of Chapter 1 of Part 7 of Division 2 of the California Labor Code and withholds payment to CONTRACTOR, the procedures in California Labor Code §1771.6 shall be followed.

19.4.3. CONTRACTOR may bring an action in a court of competent jurisdiction to recover from COUNTY the difference between the wages actually paid to an employee and the wages that were required to be paid to an employee pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, any penalties required to be paid pursuant to Chapter 1 of Part 7 of Division 2 of the California Labor Code, and costs and attorney’s fees related to the action, if either of the following is true:

- (a) COUNTY previously affirmatively represented to CONTRACTOR in writing, in the call for bids, or otherwise, that the Work was not a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California

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Labor Code; or

(b) COUNTY received actual written notice from the Department of Industrial Relations that the Work is a “public work,” as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, and failed to disclose that information to CONTRACTOR before the bid opening or award.

19.5. Prevailing Wage Rates and Payroll Records.

19.5.1. CONTRACTOR agrees to comply with §§1775 and 1776 of the California Labor Code relating to the payment of prevailing wage and the maintenance of certified payroll records and to make the certified payroll records available for inspection at all reasonable hours at CONTRACTOR’s principal office. The responsibility for compliance with these provisions is fixed with CONTRACTOR. CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit specific monetary fines for each worker paid less than the prevailing wage rates as determined by the Labor Commissioner for the work or craft in which the worker is employed for any Work done pursuant to this Agreement.

19.5.2. *Prevailing Wage Compliance For those Projects subject to DIR Monitoring and Enforcement.* CONTRACTOR has reviewed and agrees to comply with any applicable provisions for those Projects subject to Department of Industrial Relations (DIR) Monitoring and Enforcement of prevailing wages. COUNTY hereby notifies CONTRACTOR that CONTRACTOR is responsible for complying with the requirements of Senate Bill 854 (SB854) regarding certified payroll record reporting. Further information concerning the requirements of SB854 is available on the DIR website located at: <http://www.dir.ca.gov/Public-Works/PublicWorksEnforcement.html>.

19.5.3. CONTRACTOR shall be liable for penalties pursuant to this section when a subcontractor on the Project fails to pay its workers the general prevailing rate of per diem wages and any of the following conditions are met:

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- (a) CONTRACTOR had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers; or
- (b) CONTRACTOR fails to comply with the following requirement: The contract executed between CONTRACTOR and the subcontractor for the performance of Work on the Project shall include a copy of the provisions of California Labor Code §§1771, 1775, 1776, 1777.5, 1813 and 1815; and
- (c) CONTRACTOR fails to comply with the following requirement: CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor; and
- (d) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project; and
- (e) Prior to making final payment to the subcontractor for Work performed on the Project, CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the Project and any amounts due pursuant to California Labor Code §1813.

19.6. Work Day and Work Week Requirements. CONTRACTOR agrees to comply with §§1810 through 1815 of the California Labor Code and, when applicable, sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§3700 et seq., as supplemented by the Department of Labor regulations, which provide that CONTRACTOR's workers and its subcontractor's workers may not be required or

1 permitted to work more than eight (8) hours in any one (1) calendar day and forty (40)
2 hours in any one (1) calendar week. Further, work performed by employees of
3 CONTRACTOR or its subcontractor in excess of eight (8) hours per day, and forty (40)
4 hours during any one (1) week, shall be compensated for all hours worked in excess of
5 eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.
6 The responsibility for compliance with these provisions is fixed with CONTRACTOR.
7 CONTRACTOR understands and agrees that it shall, as a penalty to COUNTY, forfeit
8 specific monetary fines to COUNTY should CONTRACTOR or its subcontractors fail to
9 comply with the provisions contained within this Paragraph.

10 **19.7. Apprenticeship Requirements.**

11 **19.7.1.** CONTRACTOR agrees to comply with §§1777.5, 1777.6 and 1777.7 of the
12 California Labor Code relating to the employment of apprentices and to provide
13 COUNTY with copies of any contract award information and verified statements
14 of the journeyman and apprentice hours performed pursuant to this Agreement as
15 required by §1777.5(e). The responsibility for compliance with these provisions
16 is fixed with CONTRACTOR for all apprenticeable occupations, where
17 journeymen in the craft are employed on the public work, in a ratio of not less
18 than one (1) apprentice for each five (5) journeymen (unless an exemption is
19 granted in accordance with §1777.5) and CONTRACTOR and its subcontractors
20 shall not discriminate among otherwise qualified employees as indentured
21 apprentices on any public work solely on the ground of race, religious creed, color,
22 national origin, ancestry, sex, or age, except as provided in California Labor Code
23 §3077. Only apprentices, as defined in California Labor Code §3077, who are in
24 training under apprenticeship standards and who have signed written apprentice
25 agreements will be employed on public works in apprenticeable occupations.
26 This section shall not be enforced if the not-to-exceed amount of this Agreement
27 set forth and/or incorporated in the “COMPENSATION” Section is less than
28 thirty thousand dollars (\$30,000).

1 **19.7.2.** If the Project falls within the jurisdiction of California Labor Code §1777.5,
2 COUNTY shall, within five (5) days of the award, send a copy of the award to the
3 Division of Apprenticeship Standards. In addition, COUNTY shall notify the
4 Division of Apprenticeship Standards of a finding of any discrepancy regarding
5 the ratio of apprentices to journeymen within five (5) days of the finding.

6 **19.8. Labor Standards Compliance Requirements.**

7 **19.8.1.** It is CONTRACTOR's responsibility to provide all labor compliance
8 documentation from its subcontractors completely and accurately in a timely
9 manner. CONTRACTOR is responsible to review promptly and then forward on
10 all required documentation to COUNTY per the time schedules in the Labor
11 Compliance Handout. Included with the Labor Compliance Handout, COUNTY
12 will provide training, documentation requirements, forms, etc., at the
13 preconstruction conference or at a time designated by COUNTY.

14 **19.8.2.** In the event, during the review process of labor compliance documentation from
15 COUNTY's labor compliance monitor, inaccurate, missing or incomplete
16 information was provided, the labor compliance monitor will request from
17 CONTRACTOR the items, revisions and documentation needed. The cost of this
18 additional labor compliance enforcement shall be borne by CONTRACTOR.

19 **20. INELIGIBILITY.**

20 **20.1.** CONTRACTOR represents and warrants that it and its subcontractors are not ineligible
21 to work for COUNTY due to violations of Labor Code §§1777.1 and 1777.7.

22 **20.2.** If CONTRACTOR is deemed ineligible to perform work on public works projects
23 pursuant to Labor Code Sections 1777.1 or 1777.7, then CONTRACTOR shall be
24 prohibited from bidding on, being awarded an agreement for, or performing work as a
25 subcontractor on this Project, or any other public works project within the state of
26 California.

27 **21. SIGNAGE REQUIREMENTS.**

28 **21.1. Project Identity Signage.** CONTRACTOR is required to provide and install the required

1 project identity signage as detailed in the Plans and Specifications, in the size and at the
2 location indicated by the Director of Public Works or his/her designee, and to maintain
3 the signage in good condition for the duration of the Project. The signage may not be
4 removed until the Notice of Completion is recorded or by written direction of the Director
5 of Public Works or his/her designee.

6 **21.2. Required Employee Signage and Posters.** CONTRACTOR is required to provide and
7 install the Federal and State required employee posters and the required material
8 pertaining to the required labor standards provisions are posted (including, but not limited
9 to, WH-1321, OSHA 3165 and OFCCP-English, EFCCP-Spanish) at the worksite in a
10 prominent and accessible place.

11 **21.3. Section 3 Compliant Signage.** If required by COUNTY, CONTRACTOR is directed to
12 provide and install the “Offer for Employment” signage as detailed in the Plans and
13 Specifications in the size and at the location indicated by the Director of Public Works or
14 his/her designee and to maintain the signage in good condition for the duration of the
15 Project. The signage may not be removed until the Notice of Completion is recorded or
16 by written direction of the Director of Public Works or his/her designee.

17 **22. CONFLICT OF INTEREST AND GRATUITIES.**

18 **22.1.** CONTRACTOR agrees that it presently has no interest and shall not acquire any interest,
19 direct or indirect, which could conflict in any manner or degree with the performance of
20 services required to be performed under this Agreement. CONTRACTOR further agrees
21 that in the performance of this Agreement, no person having any such interest shall be
22 employed.

23 **22.2.** CONTRACTOR agrees to designate such person or persons who have responsibility for
24 carrying out the services under this Agreement and that such person or persons as may be
25 designated shall take any and all actions necessary to comply with COUNTY’s Conflict
26 of Interest Code adopted pursuant to California Government Code §81000 to the extent
27 required thereunder.

28 **22.3.** If it is found, after notice and hearing by COUNTY, that gratuities (in the form of

1 entertainment., gifts, or otherwise) were offered or given by CONTRACTOR, or any
2 agent or representative of CONTRACTOR, to any officer, employee or agent of
3 COUNTY with a view toward securing a contract or securing favorable treatment with
4 respect to the awarding or amending or the making of any determinations with respect to
5 the performance of this Agreement, COUNTY may, by written notice to
6 CONTRACTOR, terminate the right of CONTRACTOR to proceed under this
7 Agreement and/or may pursue such other rights and remedies provided by law or under
8 this Agreement.

9 **22.4.** In the event this Agreement is terminated as provided herein, COUNTY shall be entitled
10 to:

11 **22.4.1.** Pursue the same remedies against CONTRACTOR as it could pursue in the event
12 of a breach of the Agreement by CONTRACTOR; and

13 **22.4.2.** As a penalty in addition to any other damages to which it may be entitled by law,
14 to exemplary damages in an amount (as determined by COUNTY) which shall be
15 not less than three (3) nor more than ten (10) times the costs incurred by
16 CONTRACTOR in providing any such gratuities to any such officer, employee
17 or agent.

18 **23. HOUSING AND URBAN DEVELOPMENT ACT COMPLIANCE.**

19 When applicable, CONTRACTOR agrees to comply with Section 3 of the Housing and Urban
20 Development Act of 1968 (42 U.S.C. 3601 et seq.) which provides that to the greatest extent feasible,
21 CONTRACTOR shall provide job training, employment and contracting opportunities for low- or very-
22 low income residents in connection with the Project. The responsibility for compliance with these
23 provisions is fixed with CONTRACTOR.

24 **24. COPELAND "ANTI-KICKBACK" ACT COMPLIANCE.**

25 When applicable, CONTRACTOR agrees to comply with the Copeland Act
26 (*18 USC §874* and *40 USC §276c; 29 C.F.R. Part 3*) which precludes CONTRACTOR and its
27 subcontractors from in any way inducing an employee to give up any part of the compensation to which
28 he or she is entitled under his or her contract of employment. CONTRACTOR and its subcontractors

1 shall submit a weekly statement of the wages paid to each employee performing on covered work during
2 the preceding payroll period. CONTRACTOR understands and agrees that should CONTRACTOR its
3 subcontractors induce an employee working on a covered contract to give up any part of the
4 compensation to which he or she is entitled, the inducing party may be subject to a five thousand dollar
5 (\$5,000) fine, or imprisonment for up to five (5) years, or both. CONTRACTOR also understands and
6 agrees that willful falsification of the statement of compliance may subject the employer to civil or
7 criminal prosecution and may be cause for contract termination or debarment. The responsibility for
8 compliance with these provisions is fixed with CONTRACTOR.

9 **25. FAIR LABOR STANDARDS ACT COMPLIANCE.**

10 When applicable, CONTRACTOR agrees to comply with the Fair Labor Standards Act of 1938
11 as amended (29 U.S.C. 201 et seq.) which establishes minimum wage, overtime pay, recordkeeping, and
12 youth employment standards affecting full-time and part-time workers on the Project. The responsibility
13 for compliance with these provisions is fixed with CONTRACTOR.

14 **26. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER**
15 **RESPONSIBILITY MATTERS.**

16 When applicable, CONTRACTOR agrees to execute a certification regarding debarment,
17 suspension and other responsibility matters. The responsibility for compliance with this provision is
18 fixed with CONTRACTOR.

19 **27. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT**
20 **SPECIFICATIONS.**

21 When applicable, CONTRACTOR agrees to incorporate the notice set forth in paragraph (d) of
22 41 C.F.R. 60-4.2 relating to the "Equal Opportunity Clause" and the "Standard Federal Equal
23 Employment Specifications." The responsibility for compliance with this provision is fixed with
24 CONTRACTOR.

25 **28. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

26 When applicable, CONTRACTOR agrees to comply with all applicable standards, orders or
27 regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.), the Federal Water Pollution
28 Control Act as amended (33 U.S.C. 1251 et seq.), Presidential Executive Order 11738 and

1 Environmental Protection Agency regulations set forth at 40 C.F.R. Part 15. CONTRACTOR
2 understands and agrees that violations shall be reported to the Federal awarding agency and the Regional
3 Office of the Environmental Protection Agency. The responsibility for compliance with these provisions
4 is fixed with CONTRACTOR.

5 **29. PROHIBITION ON THE USE OF FEDERAL FUNDS FOR LOBBYING.**

6 When applicable, CONTRACTOR shall file the required certification. Each tier certifies to the
7 tier above that it will not and has not used Federal appropriated funds to pay any person or organization
8 for influencing or attempting to influence an officer or employee of any agency, a member of Congress,
9 officer or employee of Congress, or an employee of a member of Congress in connection with obtaining
10 any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose
11 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
12 Such disclosures are forwarded from tier to tier up to the recipient. The responsibility for compliance
13 with this provision is fixed with CONTRACTOR.

14 **30. FEDERAL EMPLOYMENT ELIGIBILITY VERIFICATION.**

15 CONTRACTOR shall verify name, date of birth and social security number, along with
16 immigration information for non-citizens in order to verify the identity and employment eligibility of
17 both citizen and non-citizen new hires. The responsibility for compliance with this provision is fixed
18 with CONTRACTOR.

19 **31. THE CIVIL RIGHTS, HCD AND AGE DISCRIMINATION ACT ASSURANCES.**

20 **31.1.** During the performance of this Agreement, CONTRACTOR assures that no otherwise
21 qualified person shall be excluded from participation or employment, denied program
22 benefits or be subjected to discrimination based on race, color, national origin, gender,
23 age or handicap, under any program or activity funded by this Agreement, as required by
24 Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community
25 Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all
26 implementing regulations. The responsibility for compliance with these provisions is
27 fixed with CONTRACTOR.

28 **31.2.** CONTRACTOR and its subcontractors shall not discriminate on the basis of race, color,

1 national origin, or sex in the performance of this Agreement. CONTRACTOR shall carry
2 out the applicable requirements of 49 C.F.R. Chapter 26 in the award and administration
3 of Department of Transportation assisted contracts. Failure by CONTRACTOR to carry
4 out these requirements is a material breach of this Agreement, which may result in the
5 termination of this Agreement, or such other remedy as COUNTY deems appropriate.
6 CONTRACTOR shall include the nondiscrimination and compliance provisions of this
7 Paragraph in all subcontracts to perform Work under this Agreement.

8 **32. FEDERAL EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.**

9 **32.1.** CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into
10 any contract for construction work, or modification thereof, as defined in the regulations
11 of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part
12 with funds obtained from the Federal Government or borrowed on the credit of the
13 Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or
14 undertaken pursuant to any Federal program involving such grant, contract, loan,
15 insurance, or guarantee, the following equal opportunity clause. For the purposes of this
16 Subsection, the term “contractor” shall refer to CONTRACTOR, and the term “contract”
17 shall refer to this Agreement:

18 *“During the performance of this contract, the Contractor agrees as follows:*

- 19 (1) *The contractor will not discriminate against any employee or applicant for*
20 *employment because of race, color, religion, sex, or national origin. The*
21 *contractor will take affirmative action to ensure that applicants are*
22 *employed, and that employees are treated during employment, without*
23 *regard to their race, color, religion, sex, or national origin. Such action*
24 *shall include, but not be limited to the following: Employment, upgrading,*
25 *demotion, or transfer, recruitment or recruitment advertising; layoff or*
26 *termination; rates of pay or other forms of compensation; and selection for*
27 *training, including apprenticeship. The contractor agrees to post in*
28 *conspicuous places, available to employees and applicants for employment,*

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notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed

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and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

32.2. CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work; provided that if CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Agreement.

32.3. CONTRACTOR agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the Department and HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

1 **32.4.** CONTRACTOR further agrees that it will refrain from entering into any contract or
2 contract modification subject to Executive Order 11246 of September 24, 1965, with a
3 contractor debarred from, or who has not demonstrated eligibility for, government
4 contracts and federally-assisted construction contracts, pursuant to the Executive Order
5 and will carry out such sanctions and penalties for violation of the equal opportunity
6 clause as may be imposed upon contractors and subcontractors by the administering
7 agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.
8 In addition, CONTRACTOR agrees that if it fails or refuses to comply with these
9 undertakings, COUNTY may take any or all of the following actions: Cancel, terminate,
10 or suspend in whole or in part this funding commitment (contract, loan, grant, insurance,
11 guarantee); refrain from extending any further assistance to the applicant under the
12 program with respect to which the failure or refund occurred until satisfactory assurance
13 of future compliance has been received from such Contractor; and refer the case to the
14 Department of Justice for appropriate legal proceedings.

15 **33. ASSIGNMENT OF CLAIMS – CLAYTON OR CARTWRIGHT ACTS.**

16 CONTRACTOR shall comply with the following provisions regarding the assignment of claims
17 arising from either the Clayton Act or the Cartwright. For the purposes of this Section, the term
18 “contractor” shall refer to CONTRACTOR, the term “awarding body” shall refer to COUNTY, and the
19 term “public works contract” shall refer to this Agreement:

20 *“In entering into a public works contract or a subcontract to supply goods, services, or*
21 *materials pursuant to a public works contract, the contractor or subcontractor offers and*
22 *agrees to assign to the awarding body all rights, title, and interest in and to all causes of*
23 *action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the*
24 *Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the*
25 *Business and Professions Code), arising from purchases of goods, services, or materials*
26 *pursuant to the public works contract or the subcontract. This assignment shall be made*
27 *and become effective at the time the awarding body tenders final payment to the contractor,*
28 *without further acknowledgment by the parties.”*

1 **34. NON-COLLUSION.**

2 CONTRACTOR agrees he/she has executed and submitted with the Bid a Non-Collusion
3 Affidavit that complies with Cal. Public Code §7106, included in **Exhibit "B"** and incorporated herein.

4 **35. NOTICES AND REPORTS.**

5 **35.1.** All notices and reports under this Agreement shall be in writing and may be given by
6 personal delivery or by mailing by certified mail, addressed as follows:

7 COUNTY

8 Imperial County Department of Public Works
9 Attention: Director
10 155 South Eleventh Street
11 El Centro, CA 92243

CONTRACTOR

«Consultant_Business_Name»
«Consultant_Street_Address»
«Consultant_City_State»

12 with copies to:

13 Imperial County Executive Office
14 Attention: County Executive Officer
15 940 West Main Street, Suite 208
16 El Centro, CA 92243

17 and:

18 Imperial County Department of Human
19 Resources and Risk Management
20 Attention: Director
21 940 West Main Street, Suite 101
22 El Centro, CA 92243

23 **35.2.** Notices and reports under this Agreement may be given by personal delivery or by
24 mailing by certified mail at such other address as either Party may designate in a notice
25 to the other Party given in such manner. Any notice given by mail shall be considered
26 given when deposited in the United States Mail, postage prepaid, addressed as provided
27 herein.

28 **36. ENTIRE AGREEMENT.**

This Agreement contains the entire agreement between COUNTY and CONTRACTOR relating
to the transactions contemplated hereby and supersedes all prior or contemporaneous agreements,
understandings, provisions, negotiations, representations, or statements, either written or verbal.

37. ASSIGNMENT.

1 Neither this Agreement nor any duties or obligations hereunder shall be assignable by
2 CONTRACTOR without the prior written consent of COUNTY.

3 **38. MODIFICATION.**

4 No modification, waiver, amendment, discharge, or change of this Agreement shall be valid
5 unless the same is in writing and signed by the Party against whom the enforcement of such modification,
6 waiver, amendment, discharge, or change is or may be sought.

7 **39. CAPTIONS.**

8 Captions in this Agreement are inserted for convenience of reference only and do not define,
9 describe or limit the scope or the intent of this Agreement or any of the terms thereof.

10 **40. PARTIAL INVALIDITY.**

11 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void,
12 or unenforceable, the remaining provisions will nevertheless continue in full force without being
13 impaired or invalidated in any way.

14 **41. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS.**

15 Words and expressions in the masculine gender include the feminine and neuter genders. Words
16 and expressions in the singular include the plural and words and expressions in the plural include the
17 singular. CONTRACTOR as used in this Agreement or in any other document referred to in or made a
18 part of this Agreement shall likewise include both singular and the plural, a corporation, a partnership,
19 individual, firm or person acting in any fiduciary capacity as executor, administrator, trustee or in any
20 other representative capacity or any other entity. All covenants herein contained on the part of
21 CONTRACTOR shall be joint and several if more than one person, firm or entity executes the
22 Agreement.

23 **42. WAIVER.**

24 No waiver of any breach or of any of the covenants or conditions of this Agreement shall be
25 construed to be a waiver of any other breach or to be consent to any further or succeeding breach of the
26 same or any other covenant or condition.

27 **43. CHOICE OF LAW.**

28 The laws of the State of California shall govern this Agreement. This Agreement is made and

1 entered into in Imperial County, California. Any action brought by either Party with respect to this
2 Agreement shall be brought in a court of competent jurisdiction within said County.

3 **44. AUTHORITY.**

4 **44.1.** Each individual executing this Agreement on behalf of CONTRACTOR represents and
5 warrants that:

6 **44.1.1.** He/She is duly authorized to execute and deliver this Agreement on behalf of
7 CONTRACTOR;

8 **44.1.2.** Such execution and delivery is in accordance with the terms of the Articles of
9 Incorporation or Partnership, any by-laws or Resolutions of CONTRACTOR and;

10 **44.1.3.** This Agreement is binding upon CONTRACTOR in accordance with its terms.

11 **44.2.** CONTRACTOR shall deliver to COUNTY evidence acceptable to COUNTY of the
12 foregoing within thirty days of execution of this Agreement.

13 **45. COUNTERPARTS.**

14 This Agreement and any subsequent modifications may be executed in any number of
15 counterparts, each of which when executed shall be an original, and all of which together shall constitute
16 one and the same Agreement. No counterparts shall be effective until all Parties have executed a
17 counterpart hereof.

18 **46. TIMING.**

19 The Parties agree that time is of the essence in this Agreement.

20 **47. REVIEW OF AGREEMENT TERMS.**

21 **47.1.** Each Party has had the opportunity to receive independent legal advice from its attorneys
22 with respect to the advisability of making the representations, warranties, covenants and
23 agreements provided for herein, and with respect to the advisability of executing this
24 Agreement.

25 **47.2.** Each Party represents and warrants to and covenants with the other Party that:

26 **47.2.1.** This Agreement in its reduction to final written form is a result of extensive good
27 faith negotiations between the Parties and/or their respective legal counsel; and

28 **47.2.2.** The Parties and/or their legal counsel have carefully reviewed and examined this

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Agreement for execution by said Parties.

47.3. Any statute or rule of construction that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

County of Imperial

«Consultant_Business_Name»

By: _____
Luis A. Plancarte, Chairman
Imperial County Board of Supervisors

By: _____
«Consultant_Name_for_Signature»

ATTEST:

By: _____
Blanca Acosta,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Adam G. Crook,
County Counsel

By: _____
«CC_Attorney»,
«CC_Attorney_Title»

**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 (OBEEO) or the date of the Certification Certificate mailed out by OBEEO.
- 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.

**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.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT

WHEREAS, the COUNTY OF IMPERIAL (hereinafter designated as "Public Entity") by resolution passed _____, 20____ has awarded to hereinafter designated as the "Principal," a contract for the work described as follows:

WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094
SEISMIC RETROFIT PROJECT
Federal Aid Project No. BHLSZD – 5958 (014)
County of Imperial Project No. 58C-0094

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Public Entity 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 the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform, the covenants conditions and agreements in the said contract and any alteration thereof made as therein provided, on this or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Public Entity, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise, it shall be and remain in full force and virtue.

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 anywise 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.

In the event suit is brought upon this bond by the Public Entity and judgment is recovered, the Surety shall pay all costs incurred by the Public Entity in such suit, including a reasonable attorney’s fee to be fixed by the court.

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

Principal

BY: _____

Surety

BY: _____

Attorney-in-Fact

[Attach Required Acknowledgement]

PAYMENT BOND FOR PUBLIC WORKS

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the COUNTY OF IMPERIAL
(hereinafter designated as "Public Entity") by resolution passed _____, 20____, has awarded to _____
_____ (hereinafter designated as the "Principal") a contract for the work described as follows:

**WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY
BRIDGE NO. 58C-0094
SEISMIC RETROFIT PROJECT
Federal Aid Project No. BHLSDZD – 5958 (014)
County of Imperial Project No. 58C-0094**

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 9550), Title 3, Part 46, Division 4 of the California Civil Code to furnish a bond in connection with said contract:

NOW, THEREFORE, we, the Principal and _____

as Surety, are held and firmly bound unto the Public Entity 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 CONDITIONS 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 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, 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 California Revenue and Taxation Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court.

This bond shall insure to the benefit of any of the persons named in Section 9100 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or Public Entity and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 or 8402 of the California Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

Principal
BY: _____

Surety
BY: _____
Attorney-in-Fact

PART VII
EXHIBITS & PERMITS

PLACE
STAMP
HERE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
4050 TAYLOR STREET, MS 110
SAN DIEGO CA 92110

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
NOTICE OF COMPLETION
TR-0128 (REV. 6/01) CT #7541-5529-1

11-19-NMC-0811
PERMIT NO.
11-IMP-8/R 96.55

Dear Sir or Madam:

*All work authorized by the above-numbered permit was
completed on*

DATE

SIGNATURE OF PERMITTEE

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2012)

In compliance with (Check one):

- Your application of AUGUST 21, 2019
- Utility Notice No. _____ of _____
- Agreement No. _____ of _____
- R/W Contract No. _____ of _____

Permit No. 11-19-NMC-0811	
Dist/Co/Rte/PM 11-IMP-8/R96.55	
Date OCTOBER 16, 2019	
Fee Paid \$ EXEMPT	Deposit \$ EXEMPT
Performance Bond Amount (1) \$ 0.00	Payment Bond Amount (2) \$ 0.00
Bond Company N/A	
Bond Number (1) N/A	Bond Number (2) N/A

COUNTY OF IMPERIAL
155 S. 11TH STREET

TO: EL CENTRO, CA 92243

ATTN: JOHN GAY
PHONE: (442) 265-1818

, PERMITTEE

And subject to the following, PERMISSION IS HEREBY GRANTED to:

enter upon State Highway right of way in Imperial County, Community of Winterhaven, on Route 8, post mile R96.55, to place traffic control signs, striping, and delineation for seismic retrofits on the Winterhaven Drive over the California Wasteway bridge 58C-0094 adjacent to the right of way, as shown on the attached plans, in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector, Daniel Ramirez, cell number (760) 594-2011 or by e-mail at daniel.ramirez@dot.ca.gov.

The State's Inspector shall be notified seven working days prior to starting work.

Working hours shall be as directed or approved by the State's Inspector and in accordance with the attached lane closure requirement charts nos. 1, 2, 3 and 4.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(CONTINUED)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER

The following attachments are also included as part of this permit (Check applicable):

- Yes No General Provisions
- Yes No Utility Maintenance Provisions
- Yes No Special Provisions
- Yes No A Cal-OSHA permit, if required: Permit No. _____
- Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects
- Yes No Water Pollution Control Plan

In addition to fee, the permittee will be billed actual costs for:

- Yes No Review
- Yes No Inspection
- Yes No Field Work

(If any Caltrans effort expended)

Yes No The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is complete before **JUNE 30, 2020.**

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

KA:ka
cc: Permits
AHerrera, Reg. Mgr.
DRamirez, Inspector
Permittee
Contractor

APPROVED:

Gustavo Dallarda, Acting District Director


Joy J. Lee, District Permit Engineer

COUNTY OF IMPERIAL
11-19-NMC-0811
OCTOBER 16, 2019
PAGE TWO

The following District Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a Permittee convenience. Permittee's attention is directed to the current Department Standard Specifications and Encroachment Permit General Provisions (TR-0045) for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State Highway right of way shall be prosecuted to completion as rapidly as possible.

All personnel on foot within the State Highway right of way shall wear personal protective equipment, including safety glasses, hard hats and American National Standards Institute (ANSI) compliant Class II vests. In addition, all personnel working at night, on foot within the State Highway right of way shall wear ANSI Class III warning garments.

The Permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the Permittee.

Permittee's Contractor is responsible for the actual cost of inspection, which may be more or less than the deposit. Permittee's Contractor will also be responsible for the actual cost of mark-out by Caltrans personnel. A bill or refund shall be sent upon satisfactory completion of the work. Payment of any bill is a condition of the permit.

The State of California, Department of Transportation, makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by Permittee as directed by the State's Inspector at no cost to the State.

All work shall be coordinated with the State highway contractor's operations and under no circumstances shall the work granted herein interfere. All standards of construction shall be identical to similar work performed under adjacent highway contract.

Notwithstanding General Provision No. 4, your contractor is required to apply for and obtain an encroachment permit prior to starting work. A fee/deposit of \$984.00 is required at the time of application. Also, your contractor must submit proof that they have obtained executed bonds in accordance with General Provision No. 24.

Notwithstanding General Provision 24, the Permittee's bonds shall remain in full force through completion of the work and acceptance by the Department. The Department will release the Permittee's bonds upon fulfillment of all obligations under this permit.

COUNTY OF IMPERIAL
11-19-NMC-0811
OCTOBER 16, 2019
PAGE THREE

Traffic control when permitted or directed by the State's Inspector, shall consist of closing traffic lanes and shoulders in accordance with attached Caltrans 2018 Standard Plan T9, T10, (Shoulder Closure), T14, and the attached TRAFFIC CONTROL PLANS, Part 6 "Temporary Traffic Control" of the California Manual on Uniform Traffic Control Devices (California MUTCD) 2014 Revision 4 edition, Section 12 "Temporary Traffic Control" of Caltrans 2018 ~~Revised~~ Standard Specifications, and these Special Provisions.

The Permittee must provide a minimum of one (1) Portable Changeable Message Sign (PCMS) for each direction of traffic. Additional PCMS(s) must be provided if required by the State's Inspector. PCMS(s) must be placed at locations directed by the State's Inspector and moved or relocated as needed. Each PCMS must comply with the provisions in Section 12-3.32 of the Standard Specifications.

Message to be displayed on the PCMS(s) must be coordinated with the State's Inspector.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Encroachment Permit Underground Utility Provisions dated March, 2013.

All work shall be performed in accordance with the current Department of Transportation Standard Specifications and the Department of Transportation Storm Water Special Provisions for Minimal or No Impact dated September, 2012.

When existing pedestrian facilities are disrupted, closed, or relocated in a Temporary Traffic Control zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility as determined by the State's Inspector. Where pedestrians with visual disabilities normally use the closed sidewalk, a barrier that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.

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

Upon completion of the work provided herein, the Permittee shall submit one vellum or paper set of As-Built plans and one electronic thumb drive to the District 11 Caltrans Permit Office showing the actual location of the facility to the nearest 0.1 foot horizontally and vertically. Mylar or paper sepia plans are not acceptable.

COUNTY OF IMPERIAL
11-19-NMC-0811
OCTOBER 16, 2019
PAGE FOUR

The provisions in this section will not relieve the Permittee from his responsibility to provide additional devices or take such measures as may be necessary for the safety of traffic and the public to comply with the provisions in Section 7-1.04, "Public Safety" of the Standard Specifications.

Upon completion of the work, the attached card shall be completed and returned.

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT GENERAL PROVISIONS
TR-0045 (REV. 11/2018)

1. **AUTHORITY:** The California Department of Transportation ("Department") has authority to issue encroachment permits under Division 1, Chapter 3, Article 1, Sections 660 through 734 of the Streets and Highways Code.
2. **REVOCAION:** Encroachment permits are revocable on five (5) business days' notice unless otherwise stated on the permit and except as provided by law for public corporations, franchise holders, and utilities. Notwithstanding the foregoing, in an emergency situation as determined by the Department, an encroachment permit may be revoked immediately. These General Provisions and any applicable Special Provisions are subject to modification or abrogation by the Department at any time. Permittees' joint use agreements, franchise rights, reserved rights or any other agreements for operating purposes in State of California ("State") highway right-of-way may be exceptions to this revocation.
3. **DENIAL FOR NONPAYMENT OF FEES:** Failure to pay encroachment permit fees when due may result in rejection of future applications and denial of encroachment permits.
4. **ASSIGNMENT:** This encroachment permit allows only the Permittee or Permittee's authorized agent to work within or encroach upon the State Highway right-of-way, and the Permittee may not assign this permit.
5. **ACCEPTANCE OF PROVISIONS:** Permittee understands and agrees to accept and comply with these General Provisions, the Special Provisions, any and all terms and/or conditions contained in or incorporated into the encroachment permit, and all attachments to the encroachment permit (collectively "the Permit Conditions"), for any encroachment, work, and/or activity to be performed under this encroachment permit and/or under color of authority of this encroachment permit. Permittee understands and agrees the Permit Conditions are applicable to and enforceable against Permittee as long as the encroachment remains in, under, or over any part of the State Highway right-of-way.
6. **BEGINNING OF WORK:** When traffic is not impacted (see General Provision Number 35), the Permittee must notify the Department's representative two (2) business days before starting permitted work. Permittee must notify the Department's representative if the work is to be interrupted for a period of five (5) business days or more, unless otherwise agreed upon. All work must be performed on weekdays during regular work hours, excluding holidays, unless otherwise specified in this encroachment permit.
7. **STANDARDS OF CONSTRUCTION:** All work performed within State Highway right-of-way must conform to all applicable Departmental construction standards including but not limited to: Standard Specifications, Standard Plans, Project Development Procedures Manual, Highway Design Manual and Special Provisions.

Other than as expressly provided by these General Provisions, the Special Provisions, the Standard Specifications, Standard
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Plans, and other applicable Departmental standards, nothing in these General Provisions is intended to give any third party any legal or equitable right, remedy, or claim with respect to these General Provisions or any provision herein. These General Provisions are for the sole and exclusive benefit of the Permittee and the Department.

Where reference is made in such standards to "Contractor" and "Engineer," these are amended to be read as "Permittee" and "Department's representative," respectively, for purposes of this encroachment permit.

8. **PLAN CHANGES:** Deviations from plans, specifications, and/or the Permit Conditions as defined in General Provision Number 5 are not allowed without prior approval from the Department's representative.
9. **INSPECTION AND APPROVAL:** All work is subject to monitoring and inspection. Upon completion of work, Permittee must request a final inspection for acceptance and approval by the Department. Permittee must not give final construction completion approval to its contractor, until final acceptance and approval is obtained from the Department.
10. **PERMIT AT WORKSITE:** Permittee must keep the permit package or a copy thereof at the work site at all times, and must show it upon request to any Department representative or law enforcement officer. If the permit package, or a copy thereof, is not kept and made available at the work site at all times, the work must be suspended.
11. **CONFLICTING ENCROACHMENTS:** Permittee must yield start of work to ongoing, prior authorized work adjacent to or within the limits of the Permittee's project site. When existing encroachments conflict with Permittee's work, the Permittee must bear all cost for rearrangements (e.g., relocation, alteration, removal, etc.).
12. **PERMITS FROM OTHER AGENCIES:** This encroachment permit is invalidated if the Permittee has not obtained all permits necessary and required by law, including but not limited to permits from the California Public Utilities Commission (CPUC), California Occupational Safety and Health Administration (Cal-OSHA), or any other public agency having jurisdiction. Permittee warrants all such permits have been obtained before beginning work under this encroachment permit.
13. **PEDESTRIAN AND BICYCLIST SAFETY:** A safe minimum continuous passageway of four (4) feet must be maintained through the work area at existing pedestrian or bicycle facilities. At no time must pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where safe alternate passageways cannot be provided, appropriate signs and barricades must be installed at the limits of construction and in advance of the limits of construction at the nearest crosswalk or intersection to detour pedestrians to facilities across the street. Attention is directed to Section 7-

Procedure section 337.15. A local public agency Permittee also must comply with the following requirements:

- a) In recognition that project construction work done on State property will not be directly funded and paid by State, for the purpose of protecting stop notice claimants and the interests of State relative to successful project completion, the local public agency Permittee agrees to require the construction contractor to furnish both a payment and performance bond in the local public agency's name with both bonds complying with the requirements set forth in Section 3-1.05 *Contract Bonds* of the Department's Standard Specifications before performing any project construction work.
- b) The local public agency Permittee must defend, indemnify, and hold harmless the State and the Department, and the Directors, officers, and employees of the State and/or Department, from all project construction related claims by contractors, subcontractors, and suppliers, and from all stop notice and/or mechanic's lien claimants. The local public agency also agrees to remedy, in a timely manner and to the Department's satisfaction, any latent defects occurring as a result of the project construction work.

25. FUTURE MOVING OF INSTALLATIONS: Permittee understands and agrees to relocate a permitted installation upon notice by the Department. Unless under prior property right or agreement, the Permittee must comply with said notice at the Permittee's sole expense.

26. ENVIRONMENTAL:

- a) **ARCHAEOLOGICAL/HISTORICAL:** If any archaeological or historical resources are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified archaeologist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.
- b) **HAZARDOUS MATERIALS:** If any hazardous waste or materials (such as underground storage tanks, asbestos pipes, contaminated soil, etc.) are identified or encountered in the work vicinity, the Permittee must immediately stop work, notify the Department's representative, retain a qualified hazardous waste/material specialist who must evaluate the site at Permittee's expense, and make recommendations to the Department's representative regarding the continuance of work.

Attention is directed to potential aerially deposited lead (ADL) presence in unpaved areas along highways. It is the Permittee's responsibility to take all appropriate measures to protect workers in conformance with California Code of Regulations Title 8, Section 1532.1, "Lead," and with Cal-OSHA Construction Safety Orders, and to ensure roadway soil management is in compliance with Department of Toxic Substances Control (DTSC) requirements.

27. PREVAILING WAGES: Work performed by or under an encroachment permit may require Permittee's contractors and

subcontractors to pay appropriate prevailing wages as set by the California Department of Industrial Relations. Inquiries or requests for interpretations relative to enforcement of prevailing wage requirements must be directed to the California Department of Industrial Relations.

28. LIABILITY, DEFENSE, AND INDEMNITY: The Permittee agrees to indemnify and save harmless the State, the Department, and the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors, from any and all claims, demands, damages, costs, liability, suits, or actions of every name, kind, and description, including but not limited to those brought for or on account of property damage, invasion of privacy, violation or deprivation of a right under a state or federal law, environmental damage or penalty, or injury to or death of any person including but not limited to members of the public, the Permittee, persons employed by the Permittee, and/or persons acting on behalf of the Permittee, arising out of or in connection with: (a) the issuance and/or use of this encroachment permit; and/or (b) the encroachment, work, and/or activity conducted pursuant to this encroachment permit, or under color of authority of this encroachment permit but not in full compliance with the Permit Conditions as defined in General Provision Number 5 ("Unauthorized Work or Activity"); and/or (c) the installation, placement, design, existence, operation, and/or maintenance of the encroachment, work, and/or activity; and/or (d) the failure by the Permittee or anyone acting on behalf of the Permittee to perform the Permittee's obligations under any part of the Permit Conditions as defined in General Provision Number 5, in respect to maintenance or any other obligation; and/or (e) any change to the Department's property or adjacent property, including but not limited to the features or conditions of either of them, made by the Permittee or anyone acting on behalf of the Permittee; and/or (f) a defect or obstruction related to or caused by the encroachment, work, and/or activity whether conducted in compliance with the Permit Conditions as defined in General Provision Number 5 or constituting Unauthorized Work or Activity, or from any cause whatsoever. The duty of the Permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code.

It is the intent of the parties that except as prohibited by law, the Permittee will defend, indemnify, and hold harmless as set forth in this General Provision Number 28 regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of: the State; the Department; the Directors, officers, employees, agents and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors; the Permittee; persons employed by the Permittee; and/or persons acting on behalf of the Permittee.

The Permittee waives any and all rights to any type of expressed or implied indemnity from or against the State, the Department, and the Directors, officers, employees, agents, and/or contractors of the State and/or of the Department, including but not limited to the Director of Transportation and the Deputy Directors.

gifting of public property use and therefore public funds is prohibited under the California Constitution, Article 16.

34. **FIELD WORK REIMBURSEMENT:** Permittee must reimburse the Department for field work performed on Permittee's behalf to correct or remedy hazards or damaged facilities, or to clear refuse, debris, etc. not attended to by the Permittee.
35. **NOTIFICATION OF CLOSURES TO DEPARTMENT AND TRAFFIC MANAGEMENT CENTER (TMC):** The Permittee must notify the Department's representative and the Traffic Management Center (TMC) at least seven (7) days before initiating a lane closure or conducting an activity that may cause a traffic impact. A confirmation notification should occur three (3) days before closure or other potential traffic impact. In emergency situations when the corrective work or the emergency itself may affect traffic, TMC and the Department's representative must be notified as soon as possible.
36. **SUSPENSION OF TRAFFIC CONTROL OPERATION:** The Permittee, upon notification by the Department's representative, must immediately suspend all lane closure operations and any operation that impedes the flow of traffic. All costs associated with this suspension must be borne by the Permittee.
37. **UNDERGROUND SERVICE ALERT (USA) NOTIFICATION:** Any excavation requires compliance with the provisions of Government Code section 4216 et. seq., including but not limited to notice to a regional notification center, such as Underground Service Alert (USA). The Permittee must provide notification to the regional notification center at least forty-eight (48) hours before performing any excavation work within the State highway right-of-way.
38. **COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA):** All work within the State highway right-of-way to construct and/or maintain any public facility must be designed, maintained, and constructed strictly in accordance with all applicable Federal Access laws and regulations (including but not limited to Section 504 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794), California Access laws and regulations relating to ADA, along with its implementing regulations, Title 28 of the Code of Federal Regulations Parts 35 and 36 (28 C.F.R., Ch. I, Part 35, § 35.101 et seq., and Part 36, § 36.101 et seq.), Title 36 of the Code of Federal Regulations Part 1191 (36 C.F.R., Ch. XI, Part 1191, § 1119.1 et seq.), Title 49 of the Code of Federal Regulations Part 37 (49 C.F.R., Ch. A, Part 37, § 37.1 et seq.), the United States Department of Justice Title II and Title III for the ADA, and California Government Code section 4450 et seq., which require public facilities be made accessible to persons with disabilities.

Notwithstanding the requirements of the previous paragraph, all construction, design, and maintenance of public facilities must also comply with the Department's Design Information Bulletin 82, "Pedestrian Accessibility Guidelines for Highway Projects."

39. **STORMWATER:** The Permittee is responsible for full compliance with the following:

- For all projects, the Department's Storm Water Program and the Department's National Pollutant Discharge Elimination System (NPDES) Permit requirements under *Order No. 2012-0011-DWQ, NPDES No CAS000003*; and
- In addition, for projects disturbing one acre or more of soil, with the California Construction General Permit *Order No. 2009-0009-DWQ, NPDES No CAS000002*; and
- In addition, for projects disturbing one acre or more of soil in the Lahontan Region with *Order No. R6T-2016-0010, NPDES No CAG616002*.

For all projects, it is the Permittee's responsibility to install, inspect, repair, and maintain all facilities and devices used for water pollution control practices (Best Management Practices/BMPs) before performing daily work activities.

5/1/19

STATE	COUNTY	ROUTE	POST MILE	SHEET NO.	TOTAL SHEETS
REGISTERED CIVIL ENGINEER Oliver F. Fournier May 31, 2018 EXPIRES APPROXIMATE DATE I AM NOT BEING REINSTATED MY LICENSE SHALL NOT BE REQUIRABLE FOR REISSUE TO ME AS LONG AS I AM NOT CONSIDERED TO BE IN VIOLATION OF ANY PROVISIONS OF THE PROFESSIONAL ENGINEER ACT					

TABLE 3

ROAD TYPE	DISTANCE BETWEEN SIGNS *					
	A		B		C	
	ft	ft	ft	ft	ft	ft
URBAN - 25 mph OR LESS	100	100	100	100	100	100
URBAN - MORE THAN 25 mph TO 40 mph	250	250	250	250	250	250
URBAN - MORE THAN 40 mph	350	350	350	350	350	350
RURAL	500	500	500	500	500	500
EXPRESSWAY / FREEWAY	1000	1500	1500	1500	1500	2640

* - The distances are approximate, are intended for guidance purposes only, and should be applied with engineering judgment. Stationing should be adjusted by the engineer, in the field conditions, if necessary, by increasing or decreasing the recommended distances.

TABLE 2

SPEED *	Min D **	DOWNGRADE Min D ***		
		-3%	-6%	-9%
20	115	116	120	126
25	155	158	165	173
30	200	205	215	227
35	250	257	271	287
40	305	315	333	354
45	360	378	400	427
50	425	446	474	507
55	495	520	553	593
60	570	598	638	686
65	645	682	728	785
70	730	771	825	891
75	820	866	927	1003

* - Speed is posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Longitudinal buffer space or flagger station spacing and longer than 1 mile.

TABLE 1

SPEED (S)	TAPER LENGTH CRITERIA AND CHANNELLIZING DEVICE SPACING					
	MINIMUM TAPER LENGTH * FOR WIDTH OF OFFSET 12 FEET (W)			MAXIMUM CHANNELLIZING DEVICE SPACING		
	TANGENT 2L	MERGING L	SHIFTER SHOULDER L/2	TAPER X	TANGENT Y	CONFLICT Z **
20	160	80	40	20	40	10
25	250	125	63	25	50	12
30	350	180	90	30	60	15
35	490	245	123	35	70	17
40	640	320	160	40	80	20
45	1080	540	270	45	90	22
50	1200	600	300	50	100	25
55	1320	660	330	50	100	25
60	1440	720	360	50	100	25
65	1560	780	390	50	100	25
70	1680	840	420	50	100	25
75	1800	900	450	50	100	25

* - For other offsets, use the following merging taper length formula for L:
 For speed of 40 mph or less, $L = WS^2/60$
 For speed of 45 mph or more, $L = WS$

Where: L = Taper length in feet

W = Width of offset in feet

S = Posted speed limit, off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

** - Use for taper and tangent sections where there are no pavement markings or where there is a conflict between existing pavement markings and channelizers (CA).

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

TRAFFIC CONTROL SYSTEM TABLES
 FOR LANE AND RAMP CLOSURES

NO SCALE

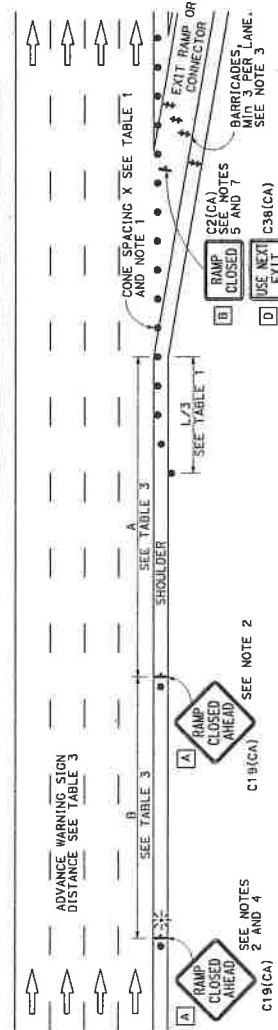
TYPICAL RAMP CLOSURES

SIGN PANEL SIZE (MIN)

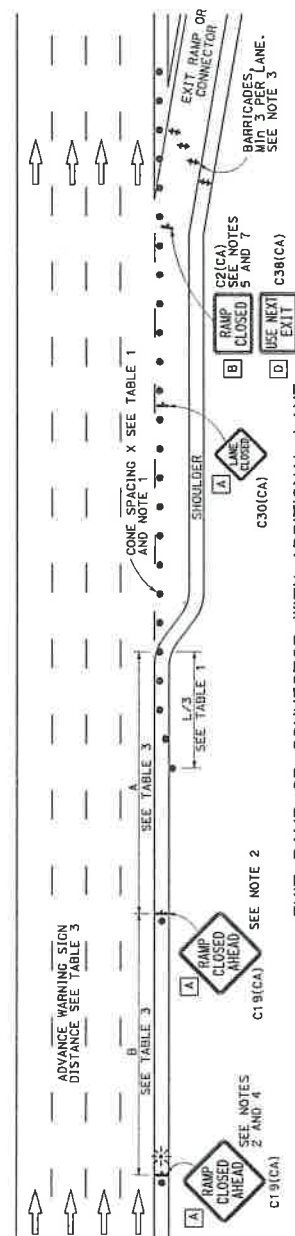
- A 48" x 48"
- B 48" x 30"
- C 36" x 36"
- D 48" x 36"

LEGEND

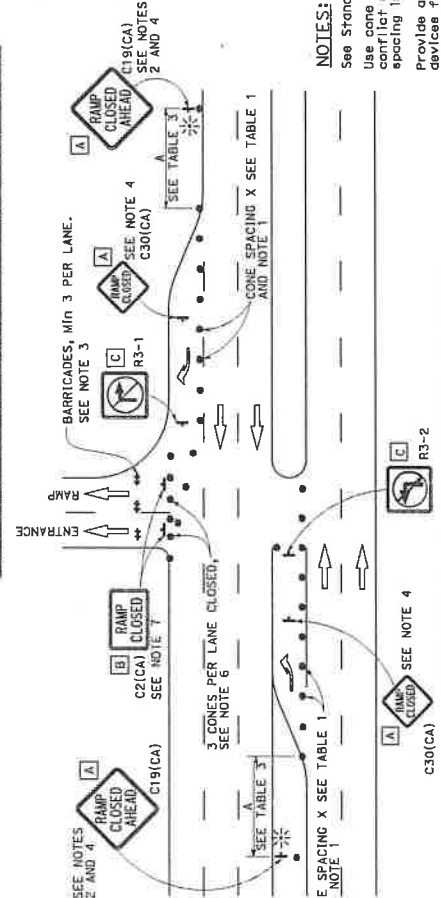
- TRAFFIC CONE
- ↑ TEMPORARY TRAFFIC CONTROL SIGN
- ⚡ BARRICADES
- ⚡ PORTABLE FLASHING BEACON



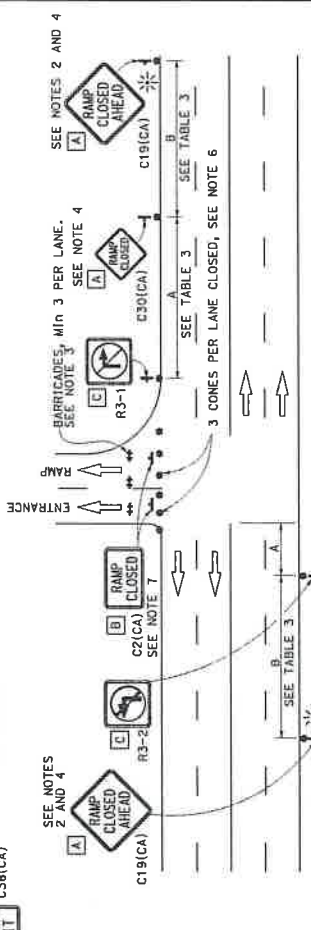
EXIT RAMP OR CONNECTOR



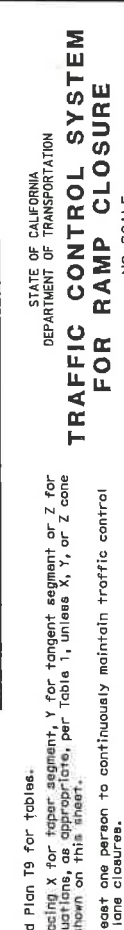
EXIT RAMP OR CONNECTOR WITH ADDITIONAL LANE



ENTRANCE RAMP WITH TURNING POCKETS



ENTRANCE RAMP WITHOUT TURNING POCKETS



NOTES:

1. Portable delineators placed at one-half the spacing indicated for traffic cones may be used instead of cones for daytime closures only.
2. Each advance warning C19(CA) "RAMP CLOSED AHEAD" sign shall be equipped with at least two flags for daytime closure. Each flag shall be at least 16" x 16" in size and shall be orange or fluorescent red-orange in color. A flashing beacon shall be placed on top of the first C19(CA) sign during hours of darkness.
3. Barricades shall be Type I, II or III for closures lasting one week or less and Type III for closures lasting longer than one week.
4. In addition to placing the C19(CA) "RAMP CLOSED AHEAD" and C30(CA) "RAMP CLOSED" signs, black or orange overlay plates with the word "CLOSED" may be used as directed by the Engineer on all guide signs to be placed on the closed ramp. The letter size on the overlay shall be the same as the guide sign.
5. The existing "EXIT" signs shall be covered during ramp closures.
6. A minimum of 3 cones shall be placed transversely across each closed lane and shoulder.
7. C2(CA) sign shall be black and white.

NOTES:

- See Standard Plan T9 for tables.
- Use cone spacing X for taper segment, Y for tangent segment or Z for spacing for adjacent lanes, per Table 1, unless X, Y, or Z cone spacing is shown on this sheet.
- Provide at least one person to continuously maintain traffic control devices for lane closures.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**TRAFFIC CONTROL SYSTEM
FOR RAMP CLOSURE**

NO SCALE

T14



COUNTY OF IMPERIAL

PROJECT PLANS FOR CONSTRUCTION ON WINTERHAVEN DRIVE OVER CALIFORNIA WASTEWAY

BRIDGE NO. 58C-0094 SEISMIC RETROFIT PROJECT FEDERAL PROJECT NO. BHLSZD-5958(014) COUNTY PROJECT NO. 58C0094

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GENERAL NOTES

1. APPROVAL OF THESE IMPROVEMENT PLANS AS SHOWN DOES NOT CONSTITUTE APPROVAL OF ANY CONSTRUCTION OUTSIDE THE PROJECT BOUNDARY.
2. CONTRACTOR IS REQUIRED TO TAKE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN HEREON AND ANY OTHER EXISTING LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE TO SECURE AN ENCROACHMENT PERMIT FROM THE COUNTY OF IMPERIAL DEPARTMENT OF PUBLIC WORKS FOR ANY EXCAVATION OR CONSTRUCTION WITHIN THE COUNTY ROAD RIGHT-OF-WAY. FOR INSPECTION, 48 HOUR MINIMUM NOTICE IS REQUIRED, (760) 482-4462. ADDITIONALLY, UNDERGROUND SERVICE ALERT (USA) MUST BE CALLED TWO WORKING DAYS BEFORE THE CONTRACTOR MAY EXCAVATE. THEIR CONTACT NUMBER IS 811. ALL WORK AND MATERIALS ARE SUBJECT TO THE INSPECTION AND APPROVAL FROM THE COUNTY DEPARTMENT OF PUBLIC WORKS OR THEIR REPRESENTATIVE.
4. NO REVISION OF ANY KIND SHALL BE MADE TO THESE PLANS WITHOUT THE PRIOR WRITTEN APPROVAL OF BOTH THE COUNTY ENGINEER (OR HIS REPRESENTATIVE) AND THE ENGINEER OF RECORD. A REPRODUCIBLE AS-BUILT PLAN SET WILL BE PROVIDED TO THE PUBLIC WORKS DEPARTMENT AS A CONDITION OF SUBSTANTIAL CONSTRUCTION COMPLETION AND PRIOR TO ACCEPTANCE.
5. ALL WORK AND MATERIALS SHALL CONFORM TO THESE PLANS AND SPECIFICATIONS, THE IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS STANDARD AND ENCROACHMENT PERMIT CONDITIONS. ANY REFERENCED STANDARDS AND SPECIFICATIONS AND THE SPECIFICATIONS & THE REQUIREMENTS OF THE AGENCIES REFERRED TO HEREIN. ALL WORK SHOWN OR INDICATED BY THESE PLANS SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARDS, POLICIES AND REGULATIONS OF IMPERIAL COUNTY.
6. UNLESS SPECIFICALLY INDICATED OTHERWISE METHODS EMPLOYED AND MATERIAL USED IN THE CONSTRUCTION OF ALL OFFSITE IMPROVEMENTS SHALL CONFORM TO THE APPLICABLE PROVISIONS OF THE "STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS" DATED 2018. ALL WORK IS SUBJECT TO INSPECTION AND APPROVAL AS REQUIRED.
7. ANY EXISTING SURVEY MONUMENTS OR COUNTY RECOGNIZED BENCHMARKS SHALL BE PROTECTED BY THE CONTRACTOR. SHOULD ANY SUCH MONUMENTS OR BENCHMARKS BE REMOVED, DAMAGED, OBLITERATED OR ALTERED BY THE CONTRACTOR'S OPERATIONS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING OF THE SAME AS PER THE SUBDIVISION MAP ACT, THE PROFESSIONAL LAND SURVEYORS ACT AND SATISFACTION OF THE COUNTY SURVEYOR/DIRECTOR OF PUBLIC WORKS. SUCH POINTS SHALL BE REFERENCED AND REPLACED WITH APPROPRIATE MONUMENTATION BY A LICENSED LAND SURVEYOR OR A REGISTERED CIVIL ENGINEER AUTHORIZED TO PRACTICE LAND SURVEYING. A CORNER RECORD OR RECORD OF SURVEY AS APPROPRIATE SHALL BE FILED BY THE LICENSED LAND SURVEYOR OR REGISTERED CIVIL ENGINEER.

8. DUST SHALL BE CONTROLLED BY THE CONTRACTOR IN ACCORDANCE WITH ALL IMPERIAL COUNTY AIR POLLUTION CONTROL DISTRICT (APCD) FUGITIVE DUST CONTROL RULES AND REGULATIONS AND SHALL COMPLY WITH THEIR PERMITTING REQUIREMENTS, IF APPLICABLE.
9. LOCATION OF CONSTRUCTION AREA SIGNS ARE APPROXIMATE. EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER.
10. THE CONTRACTOR SHALL VERIFY THE EXISTENCE AND LOCATION OF ALL UTILITIES BEFORE COMMENCING WORK.
11. SPECIAL CONDITION: IF ANY ARCHEOLOGICAL RESOURCES ARE DISCOVERED ON THE SITE, ALL RELEVANT OPERATIONS WILL CEASE IMMEDIATELY AND THE PERMITTEE WILL NOTIFY THE DIRECTOR OF THE PLANNING AND DEVELOPMENT SERVICES DEPARTMENT OF THE DISCOVERY.
12. NO OBSTRUCTION OF FLOODPLAINS OR NATURAL WATER COURSES WILL BE PERMITTED.
13. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION DURING STORM CONDITIONS.
14. VERTICAL BENCH MARK IS BASED ON NAVD88.
15. HORIZONTAL BENCH MARK IS BASED ON NAD83 STATE PLANE CA ZONE 6
16. CONTRACTOR SHALL POSSESS THE CLASS (OR CLASSES) OF LICENSE AS SPECIFIED IN THE "NOTICE TO CONTRACTORS."

BENCHMARK

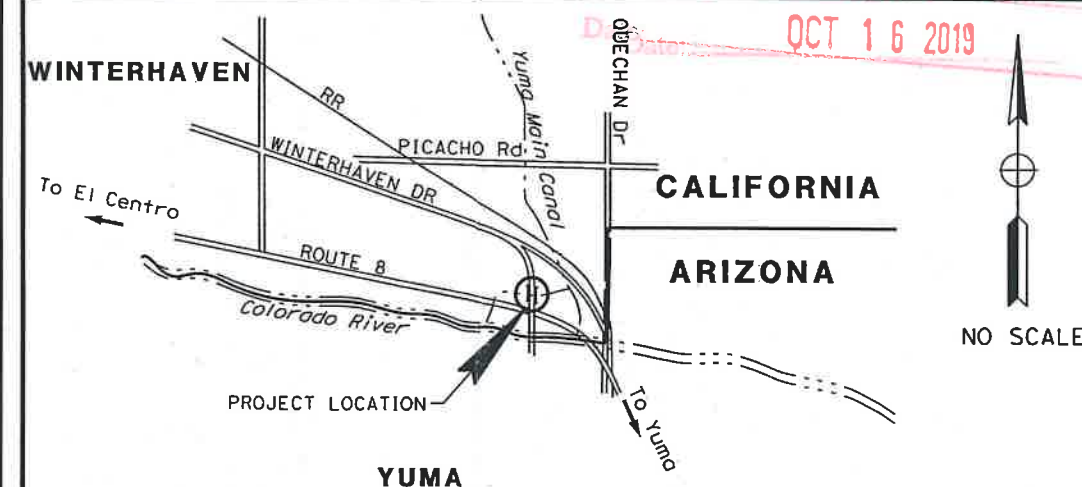
BM #4 Elev 139.30
FOUND " x " CHIPPED ON TOP SE WINGWALL
OF ABUTMENT TOR CONCRETE BRIDGE OVER
YUMA MAIN CANAL.

BM #5 Elev 137.35
SET 60d SPK NORTH SIDE PP #80317-D
1st POLE SOUTH OF PICACHO RD ON WEST SIDE
OF YUMA MAIN CANAL.

SHEET INDEX

1. TITLE SHEET
2. CONTROL SHEET
3. CONSTRUCTION AREA SIGNS
4. TRAFFIC HANDLING AND SIGN PLAN
5. PAVEMENT DELINEATION PLAN
6. SUMMARY OF QUANTITIES
7. GENERAL PLAN
8. BENT RETROFIT DETAILS NO.1
9. BENT RETROFIT DETAILS NO.2

VICINITY MAP



ABBREVIATIONS

A.C.	ASPHALT CONCRETE	M/A	MINIMUM
APP.L	APPROXIMATE LOCATION	P.P.	POWER POLE
Cont	BEGINNING OF CURVE RADIUS	P.C.R.	POINT OF CURB RETURN
E.P.	EDGE OF PAVEMENT	Typ	TYPICAL
EL.	ELEVATION	€	CENTERLINE
DIA.	DIAMETER	R	RADIUS

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11017 Cobblecock Drive, Suite 100
Rancho Cordova, CA 95670

REVISION	DATE	COMMENTS
1	06/23/2016	65% PLANS
2	09/20/2016	90% PLANS
3	02/23/2017	100% PLANS
4	04/26/2017	100% PLANS
5	05/16/2017	100% PLANS
6	05/01/2019	100% PLANS - 2018 Standards Revisions
7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:
James L. Foster, Jr.
JAMES L. FOSTER, JR., P.E.
DATE: 09/16/2019



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
APPROVED FOR CONSTRUCTION BY:
John A. Gay
JOHN A. GAY, P.E.
DIRECTOR OF PUBLIC WORKS
DATE: 9/16/19

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL
EL CENTRO, CALIFORNIA

DATE: 05/01/2019
DRAWN: J. CRUZ
SCALE: NO SCALE
CHECKED: C. SILVA

PROJECT TITLE
CALIFORNIA WASTEWAY BRIDGE
SEISMIC RETROFIT
IN IMPERIAL COUNTY;
COUNTY PROJECT No. 58C0094

TITLE SHEET

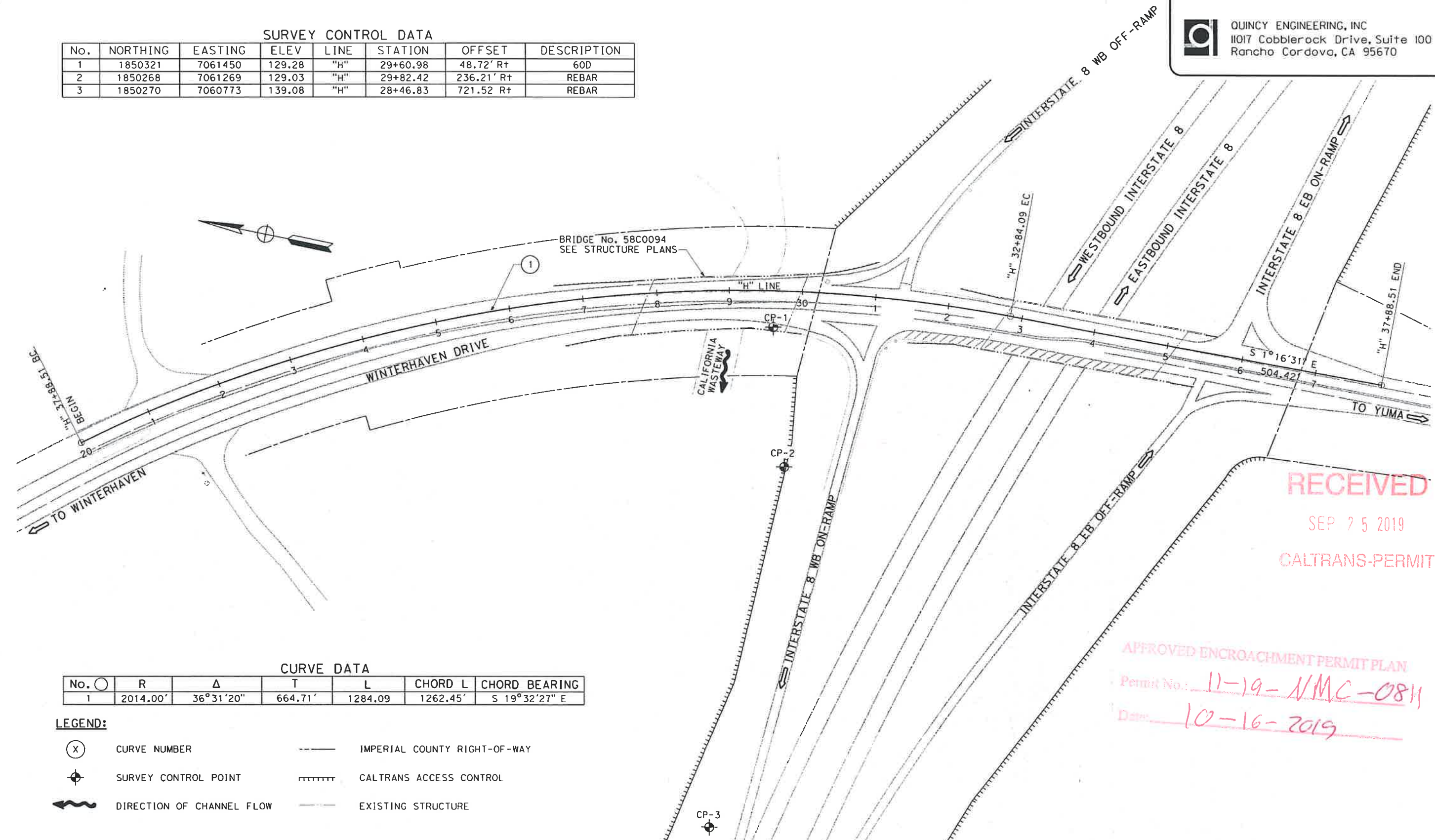
REFERENCE
105-100

SHEET 1 OF 9

SURVEY CONTROL DATA

No.	NORTHING	EASTING	ELEV	LINE	STATION	OFFSET	DESCRIPTION
1	1850321	7061450	129.28	"H"	29+60.98	48.72' R+	60D
2	1850268	7061269	129.03	"H"	29+82.42	236.21' R+	REBAR
3	1850270	7060773	139.08	"H"	28+46.83	721.52' R+	REBAR

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CURVE DATA

No.	R	Δ	T	L	CHORD L	CHORD BEARING
1	2014.00'	36° 31' 20"	664.71'	1284.09	1262.45'	S 19° 32' 27" E

LEGEND:

- (X) CURVE NUMBER
- ⊕ SURVEY CONTROL POINT
- ~ DIRECTION OF CHANNEL FLOW
- IMPERIAL COUNTY RIGHT-OF-WAY
- ||||| CALTRANS ACCESS CONTROL
- EXISTING STRUCTURE

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APPROVED ENCROACHMENT PERMIT PLAN

Permit No.: 11-19-1/MC-0811

Date: 10-16-2019

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1	06/23/2016	65% PLANS
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7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:
Garrett McLaughlin
 GARRETT McLAUGHLIN, P.E.
 No. 67687
 R.C.E. No.
 DATE: 09/16/2019
 REG. EXP. 06/30/2021



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
 APPROVED FOR CONSTRUCTION BY:
John A. Gay
 JOHN A. GAY, P.E.
 DIRECTOR OF PUBLIC WORKS
 No. 62028
 R.C.E. No.
 DATE: 9/19/19
 REG. EXP. 09/30/2019

COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

DATE: 05/01/19
 DRAWN: J. CRUZ
 SCALE: 1"=60'
 CHECKED: C. SILVA

PROJECT TITLE
 CALIFORNIA WASTEWAY BRIDGE
 SEISMIC RETROFIT
 IN IMPERIAL COUNTY
 COUNTY PROJECT No. 58C0094

CONTROL SHEET

REFERENCE	PC-1
105-100	SHEET 2 OF 9

DATE PLOTTED BY: 9/18/2019 10:42:48 AM USERNAME: jay

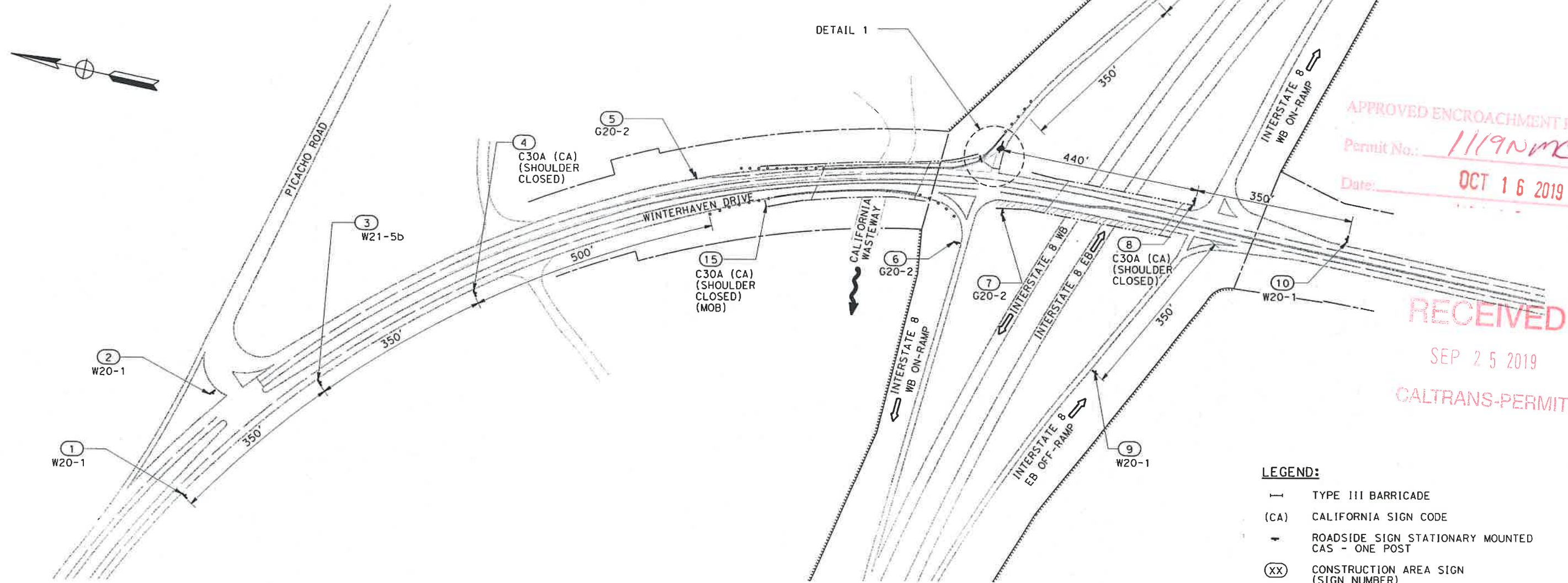
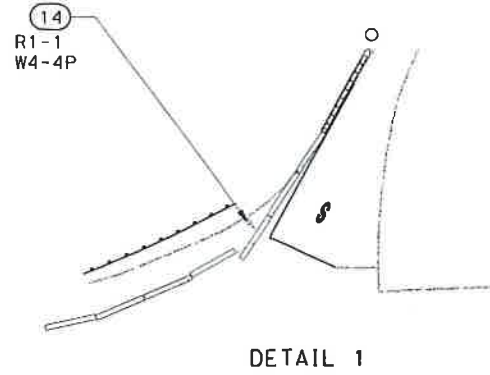
NOTES:

1. LOCATION OF CONSTRUCTION AREA SIGNS ARE APPROXIMATE. EXACT LOCATIONS WILL BE DETERMINED BY THE ENGINEER.
2. THIS PLAN IS ACCURATE FOR CONSTRUCTION AREA SIGNS ONLY.
3. FOR SIGN DETAILS NOT SHOWN SEE "TRAFFIC HANDLING - PLAN" SHEET

ABBREVIATIONS:

CAS - CONSTRUCTION AREA SIGNS
 MOB - MOUNTED ON BARRICADE

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LEGEND:

- TYPE III BARRICADE
- (CA) CALIFORNIA SIGN CODE
- ROADSIDE SIGN STATIONARY MOUNTED
 CAS - ONE POST
- (XX) CONSTRUCTION AREA SIGN
 (SIGN NUMBER)

REVISION	DATE	COMMENTS
1	06/23/2016	65% PLANS
2	09/20/2016	90% PLANS
3	02/23/2017	100% PLANS
4	04/26/2017	100% PLANS
5	05/16/2017	100% PLANS
6	05/01/2019	100% PLANS - 2018 Standards Revisions
7	09/16/2019	100% PLANS - CALTRANS Review Comments

PREPARED UNDER THE DIRECT SUPERVISION OF:

 GARRETT MCLAUGHLIN, P.E.
 No. 87687
 Exp. 6-30-19
 STATE OF CALIFORNIA

COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
 APPROVED FOR CONSTRUCTION BY:

 JOHN A. GAY, P.E.
 DIRECTOR OF PUBLIC WORKS
 No. 62028
 Exp. 09-30-19
 STATE OF CALIFORNIA

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

DATE: 05/01/19
 DRAWN: J. CRUZ
 SCALE: NO SCALE
 CHECKED: C. SILVA

PROJECT TITLE
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 SEISMIC RETROFIT
 IN IMPERIAL COUNTY
 COUNTY PROJECT No. 58C0094

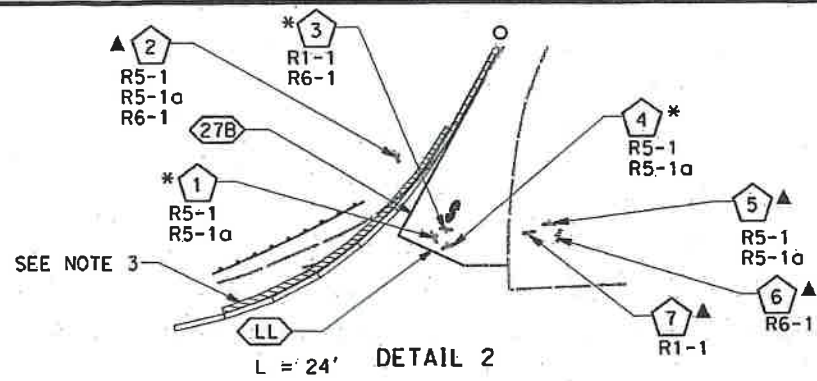
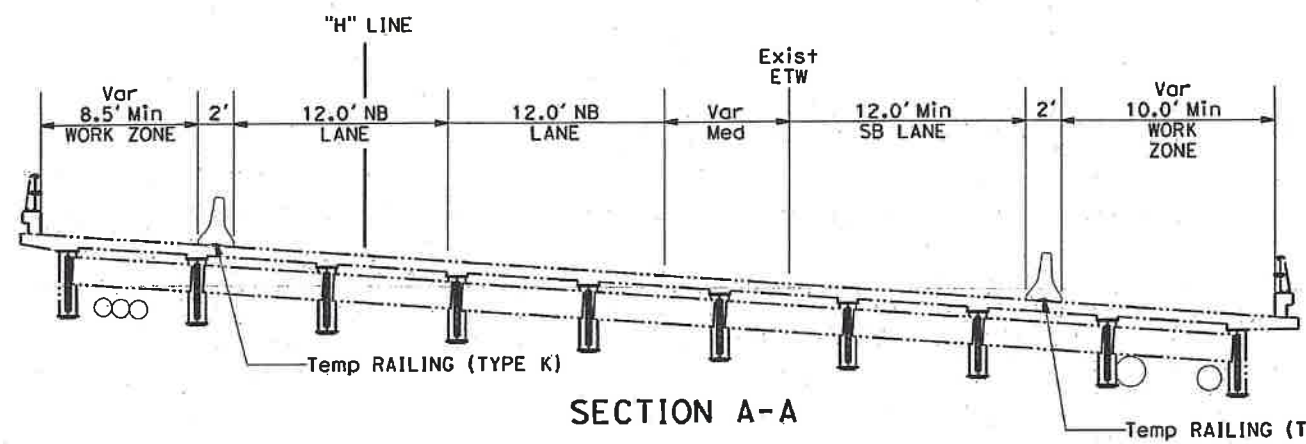
CONSTRUCTION AREA SIGNS

REFERENCE
105-100

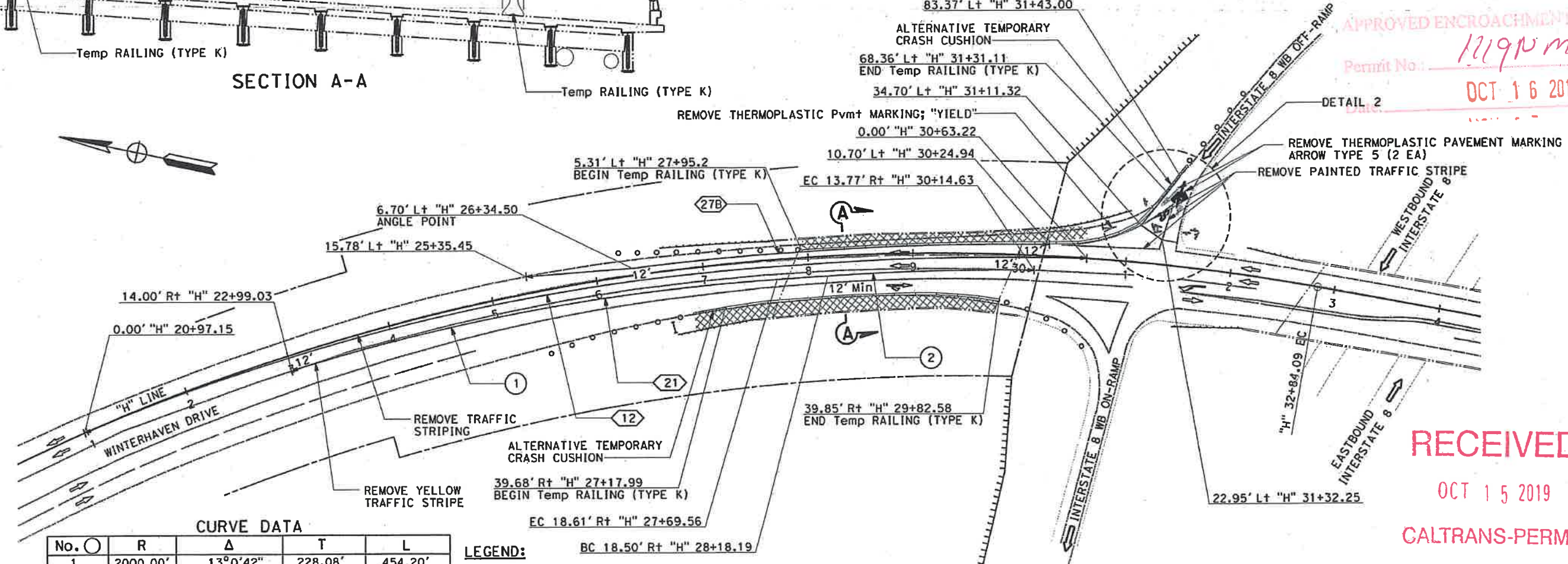
S-1
 SHEET 3 OF 9

THIS PLAN ACCURATE FOR TRAFFIC HANDLING WORK ONLY.

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 Rancho Cordova, CA 95670



- NOTES:**
1. CONTRACTOR SHALL PATCH UP ALL HOLES CAUSED BY REMOVING EXISTING SIGNAGE.
 2. RESET ROADSIDE SIGNS ARE TO BE REMOVED IN PHASE 1 STORED UNTIL RESET, IN PHASE 3
 3. WHERE TYPE K TEMPORARY RAILING IS PLACED ON CURVES AND RADII THAT ARE TOO SEVERE TO CONNECT PANELS WITH BOLTED JOINTS, THE RAILING MUST BE BACKED CONTINUOUSLY WITH EARTH FILL PER 2018 CALTRANS STANDARD PLANS T3B



CURVE DATA

No.	R	Δ	T	L
1	2000.00'	13°0'42"	228.08'	454.20'
2	2500.00'	4°27'59"	97.49'	194.88'

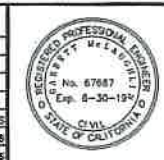
- LEGEND:**
- (X) CURVE NUMBER
 - (No.) TEMPORARY TRAFFIC STRIPE (PAINT) DETAIL NUMBER
 - (LL) LIMIT LINE
 - DIRECTION OF TRAFFIC
 - ▨ WORK AREA
 - ALTERNATIVE TEMPORARY CRASH CUSHION
 - TEMPORARY RAILING (TYPE K)
 - * STATIONARY MOUNTED CAS - ONE POST
 - Exist ROADSIDE SIGN - ONE POST
 - TYPE III BARRICADE WITH CAS
 - CHANGE IN STRIPING DETAIL
 - PLASTIC TRAFFIC DRUM @ 20'
 - TEMPORARY PAVEMENT MARKING (PAINT) TYPE 8
 - (XX) CONSTRUCTION AREA SIGNS (SIGN NUMBER)
 - (XX) ROADSIDE SIGN (SIGN NUMBER)
 - ▲ EXISTING SIGN TO REMAIN
 - * RESET ROADSIDE SIGN (WOOD POST)
 - Temp PAVEMENT MARKING (PAINT); "STOP"
 - Y REMOVE THERMOPLASTIC PvmT MARKING; "YIELD"

- TRAFFIC HANDLING NOTES:**
- PHASE 1: USING TRAFFIC CONTROL REMOVE TRAFFIC STRIPING WITHIN LIMITS CALLED OUT, PLACE Temp STRIPE, Temp RAIL (TYPE K) AND CONSTRUCTION AREA SIGNS.
- PHASE 2: SHIFT TRAFFIC TO NEW ALIGNMENT AND PERFORM WORK WITHIN LIMITS SHOWN.
- PHASE 3: USING TRAFFIC CONTROL REMOVE Temp SIGNAGE, Temp STRIPING, Temp K-RAIL, AND RESET SIGNAGE PER "TRAFFIC HANDLING AND SIGN - PLAN" SHEET.
- PHASE 4: USING TRAFFIC CONTROL PLACE FINAL STRIPING PER "PAVEMENT DELINEATION PLAN" SHEET.

APPROVED ENCROACHMENT PERMIT PLAN
 Permit No. 17191 MC 0811
 OCT 16 2019

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REVISION	DATE	COMMENTS
2	09/20/2016	90% PLANS
3	02/23/2017	100% PLANS
4	04/28/2017	100% PLANS
5	05/18/2017	100% PLANS
6	05/01/2019	100% PLANS - 2018 Standards Revisions
7	09/18/2019	100% PLANS - CALTRANS Review Comments
8	10/14/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:
Garrett McLaughlin
 GARRETT MCLAUGHLIN, P.E.
 No. 67687
 Exp. 6-30-19
 09/18/2019
 DATE



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
 APPROVED FOR CONSTRUCTION BY:
John A. Gay
 JOHN A. GAY, P.E.
 DIRECTOR OF PUBLIC WORKS
 No. 62028
 Exp. 09-30-19
 10/14/19
 DATE

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

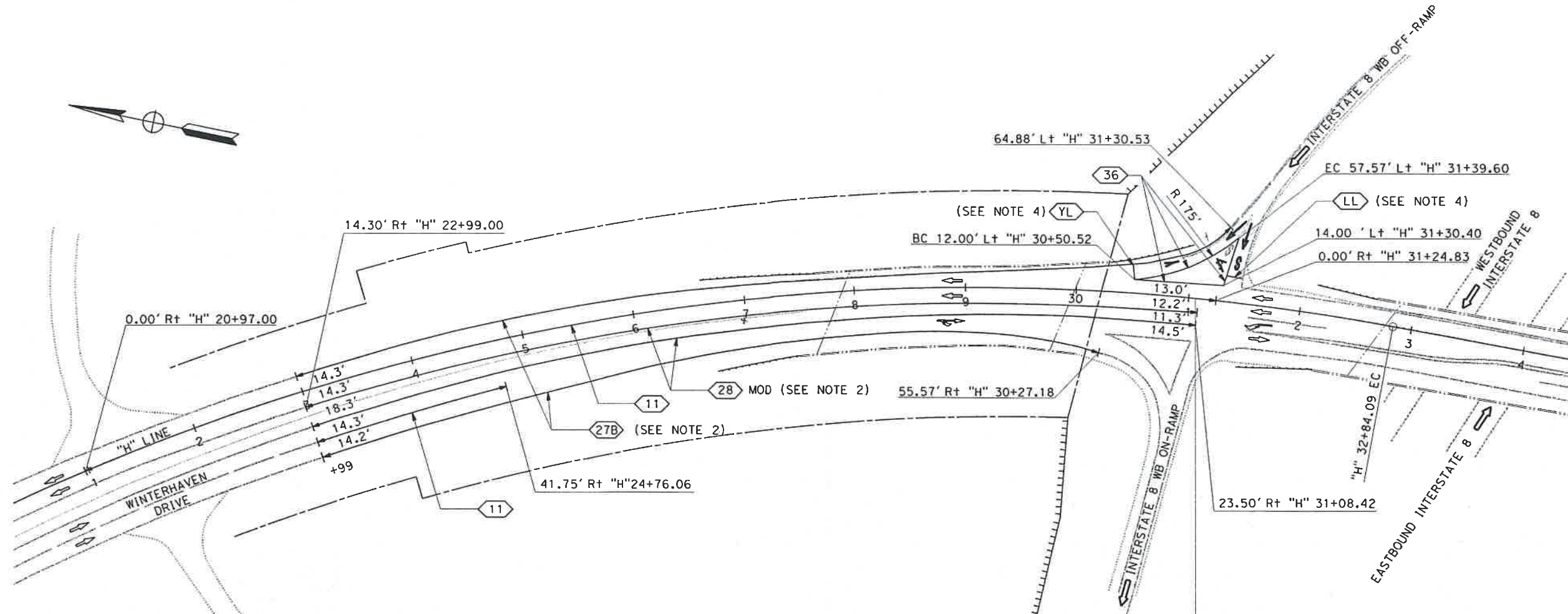
DATE: 05/01/19
 DRAWN: J. CRUZ
 SCALE: 1"=50'
 CHECKED: C. SILVA

PROJECT TITLE
 CALIFORNIA WASTEWAY BRIDGE
 SEISMIC RETROFIT
 IN IMPERIAL COUNTY
 COUNTY PROJECT No. 58C0094

TRAFFIC HANDLING AND SIGN - PLAN	
REFERENCE	TH-1
105-100	SHEET 4 OF 9

- NOTES:
1. THIS PLAN ACCURATE FOR PAVEMENT DELINEATION AND SIGN WORK ONLY.
 2. WHEN DETAIL 27B IS PLACED ON BRIDGE DECK, A 1-COAT PAINTED 3" BLACK STRIPE SHALL BE PLACED ADJACENT TO IT ON THE OUTSIDE.
 3. DETAIL 28 MOD SHALL HAVE A 1-COAT PAINTED 3" BLACK STRIPE BETWEEN THE 6" YELLOW STRIPES.
 4. YIELD, STOP BAR, AND TYPE 5 ARROWS SHALL HAVE TYPE R MARKERS PLACED PER RSP A24G.
 5. PRIOR TO PLACING FINAL STRIPES OR MARKINGS REMOVE EXISTING WITHIN LIMITS OF NEW PLACEMENT.

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 Rancho Cordova, CA 95670



LEGEND:

- No. TRAFFIC STRIPE DETAIL NUMBER
- DIRECTION OF TRAFFIC
- CHANGE IN STRIPING DETAIL
- THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY); ARROW TYPE 5
- THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY); "YIELD"
- THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY); "STOP"
- YL THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY); YIELD LINE
- LL THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY); LIMIT LINE

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APPROVED ENCROACHMENT PERMIT PLAN

Permit No.: 1119 NMC 0811

Date: OCT 16 2019

REVISION	DATE	COMMENTS
1	06/23/2016	65% PLANS
2	09/20/2016	90% PLANS
3	02/23/2017	100% PLANS
4	04/26/2017	100% PLANS
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6	05/01/2019	100% PLANS - 2018 Standards Revisions
7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:
Garrett McLaughlin
 GARRETT MCLAUGHLIN, P.E.
 No. 67687 R.C.E. No.
 09/16/2019 DATE 06/30/2021 REG. EXP.



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
 APPROVED FOR CONSTRUCTION BY:
John A. Gay
 JOHN A. GAY, P.E.
 DIRECTOR OF PUBLIC WORKS
 9/12/19 DATE 09/30/2019 REG. EXP.

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

DATE 05/01/19
 DRAWN J. CRUZ
 SCALE 1"=50'
 CHECKED C. SILVA

PROJECT TITLE
 CALIFORNIA WASTEWAY BRIDGE
 SEISMIC RETROFIT
 IN IMPERIAL COUNTY
 COUNTY PROJECT No. 58C0094

PAVEMENT DELINEATION PLAN	
REFERENCE	PD-1
105-100	SHEET 5 OF 9

DATE PLOTTED #7: 9/18/2019 TIME PLOTTED #7: 10:42:51 AM

TEMPORARY TRAFFIC ITEMS

SHEET No.	FROM			TO			TEMPORARY RAILING (TYPE K)	ALTERNATIVE TEMPORARY CRASH CUSHION	PLASTIC TRAFFIC DRUM	TYPE III BARRICADE
	LINE	STATION	R+/L+	LINE	STATION	R+/L+				
TH-1	"H"	25+40.00	58.80' Rt	"H"	26+80.00	44.40' Rt			7	
TH-1	"H"	26+30.50	22.80' Lt	"H"	27+95.20	5.30' Lt			10	
TH-1	"H"	31+11.00	33.84' Lt	-	-	-				1
TH-1	"H"	27+17.99	39.68' Rt	"H"	29+82.58	39.68' Rt	260	1		
TH-1	"H"	27+95.20	5.31' Lt	"H"	31+38.52	75.80' Lt	360	1		
TH-1	"H"	29+82.58	39.85' Rt	"H"	30+70.00	39.85' Rt			5	
TH-1	"H"	31+49.58	98.91' Lt	"H"	31+89.70	166.17' Lt			5	
TOTAL							620	2	27	1

ROADSIDE SIGNS

SHEET No.	SIGN No.	RESET ROADSIDE SIGN (WOOD POST)	SIGN CODE	SIGN MESSAGE
TH-1	2-1	1	R1-1	STOP
			R6-1	ONE WAY
TH-1	2-3	1	R5-1	DO NOT ENTER
			R5-1a	WRONG WAY
TH-1	2-6	1	R5-1	DO NOT ENTER
			R5-1a	WRONG WAY
TOTAL		3		

QUINCY ENGINEERING, INC
 11017 Cobblestone Drive, Suite 100
 Rancho Cordova, CA 95670

LEGEND:
 EWNV ENHANCED WET NIGHT VISIBILITY

APPROVED ENCROACHMENT PERMIT PLAN
 Permit No.: 1119NM0811
 Date: OCT 16 2019

PAVEMENT DELINEATION

SHEET No.	FROM			TO			TRAFFIC STRIPE DETAIL No.	THERMOPLASTIC TRAFFIC STRIPE EWNV		TEMPORARY TRAFFIC STRIPE (PAINT)	REMOVE THERMOPLASTIC TRAFFIC STRIPE	REMOVE THERMOPLASTIC PAVEMENT MARKING	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPE (HAZARDOUS WASTE)	PAVEMENT MARKER (RETROREFLECTIVE)	TEMPORARY PAVEMENT MARKER	TEMPORARY PAVEMENT MARKING (PAINT)	THERMOPLASTIC PAVEMENT MARKING EWNV	CONTRAST STRIPE PAINT (1-COAT)	DESCRIPTION		
	LINE	STATION	R+/L+	LINE	STATION	R+/L+		6"	8"												
								LF	LF												
TH-1	"H"	20+97.15	0.00'	"H"	31+24.83	0.00'	12		965	1028											
TH-1	"H"	22+99.03	14.00' Rt	"H"	30+14.63	13.77' Rt	21		1420				1420								
TH-1	"H"	25+35.45	15.78' Lt	"H"	26+34.50	6.70' Lt	27B		100												
TH-1	"H"	26+34.50	6.70' Lt	"H"	30+24.94	10.70' Lt	27B		395												
TH-1	"H"	30+80.00	27.72' Lt	-	-	-						24								YIELD	
TH-1	"H"	31+11.32	34.70' Lt	"H"	31+43.00	83.37' Lt			60												
TH-1	"H"	31+11.32	42.00' Lt	"H"	31+32.25	32.00' Lt						66								ARROW (TYPE 5), Tot 2	
TH-1	"H"	31+11.32	40.00' Lt	"H"	31+32.25	30.00' Lt											22			STOP	
TH-1	"H"	31+11.32	41.00' Lt	"H"	31+32.25	31.00' Lt											36			ARROW (TYPE 8)	
TH-1	"H"	31+11.32	22.95' Lt	"H"	31+32.25	34.70' Lt											24			LIMIT LINE	
PD-1	"H"	22+99.00	14.33' Lt	"H"	31+30.53	64.88' Lt	27B	851			851									3" BLACK STRIPE ON BRIDGE	
PD-1	"H"	20+97.00	0.00'	"H"	31+24.83	0.00'	11	1028													
PD-1	"H"	22+99.00	14.33' Rt	"H"	31+08.76	12.20' Rt	28	1420												710	
PD-1	"H"	22+99.00	32.45' Rt	"H"	31+08.43	23.50' Rt	28	1600					1600							800	
PD-1	"H"	22+99.00	46.81' Rt	"H"	24+76.05	41.76' Rt	11	174			174										
PD-1	"H"	22+99.00	60.95' Rt	"H"	30+27.18	55.57' Rt	27B	713			713									212	
PD-1	"H"	30+50.52	12.00' Lt	"H"	30+48.46	25.47' Rt								4			12			3" BLACK STRIPE ON BRIDGE	
PD-1	"H"	30+50.52	12.00' Lt	"H"	31+30.40	14.00' Lt	36		81		81			5						YIELD LINE	
PD-1	"H"	30+50.52	12.00' Lt	"H"	31+39.60	57.57' Lt	36		104		104			6							
PD-1	"H"	30+80.00	27.72' Lt	-	-	-														24	
PD-1	"H"	31+11.32	43.00' Lt	"H"	31+32.25	32.00' Lt								11			66			ARROW (TYPE 5), Tot 2	
PD-1	"H"	31+30.40	14.00' Lt	"H"	31+39.60	57.57' Lt	36		45		45			3							
PD-1	"H"	31+32.28	23.00' Lt	"H"	31+46.52	21.94' Lt								5						14	
PD-1	"H"	31+35.39	35.42' Lt	"H"	31+47.50	35.42' Lt														22	
TOTAL								6016	2940	2996	90	3020	124	22	82	138	1510				

RECEIVED
 SEP 25 2019
 CALTRANS-PERMIT

REVISION	DATE	COMMENTS
1	06/23/2016	65% PLANS
2	09/20/2016	90% PLANS
3	02/23/2017	100% PLANS
4	04/26/2017	100% PLANS
5	05/16/2017	100% PLANS
6	05/01/2019	100% PLANS - 2018 Standards Revisions
7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:
Garrett McLaughlin
 GARRETT McLAUGHLIN, P.E.
 09/16/2019 DATE
 06/30/2021 REG. EXP.



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
 APPROVED FOR CONSTRUCTION BY:
John A. Gay
 JOHN A. GAY, P.E.
 DIRECTOR OF PUBLIC WORKS
 9/19/19 DATE
 62028 R.C.E. No.
 09/30/2019 REG. EXP.



DATE: 05/01/19
 DRAWN: J. CRUZ
 SCALE: NO SCALE
 CHECKED: C. SILVA

PROJECT TITLE
 CALIFORNIA WASTEWAY BRIDGE
 SEISMIC RETROFIT
 IN IMPERIAL COUNTY
 COUNTY PROJECT No. 58C0094

SUMMARY OF QUANTITIES	
REFERENCE	Q-1
105-100	SHEET 6 OF 9

QUANTITIES

Lead Compliance Plan	LS
Work Area Monitoring (Bridge)	LS
Temporary Access Structures	LS
Structural Concrete, Bridge	8 CY
Drill and Bond Dowel	60 LF
Bar Reinforcing Steel (Bridge)	925 LB
Furnish Structural Steel (Bridge)	2082 LB
Erect Structural Steel (Bridge)	2082 LB
Surface Preparation and Painting of Steel	LS

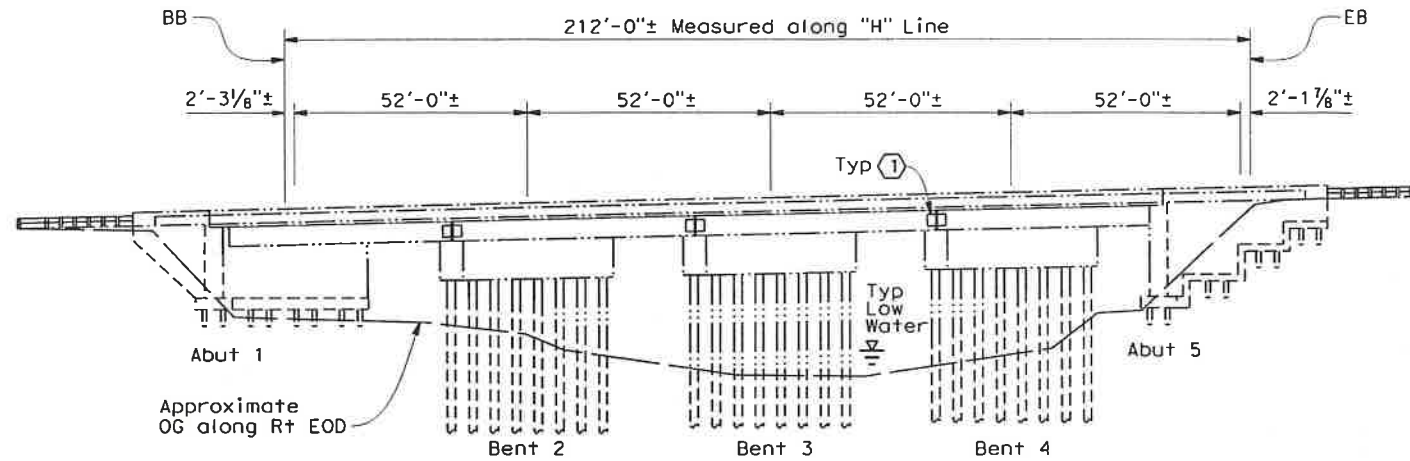
Legend:

- Typ Water Surface Elevation
- Existing Structure
- Indicates direction of flow
- ① 10"± Dia sewer pipe, see Note 1
- ② 8"± Dia sewer pipe, see Note 1
- ③ 4½"± Dia conduits, see Note 1

Notes:

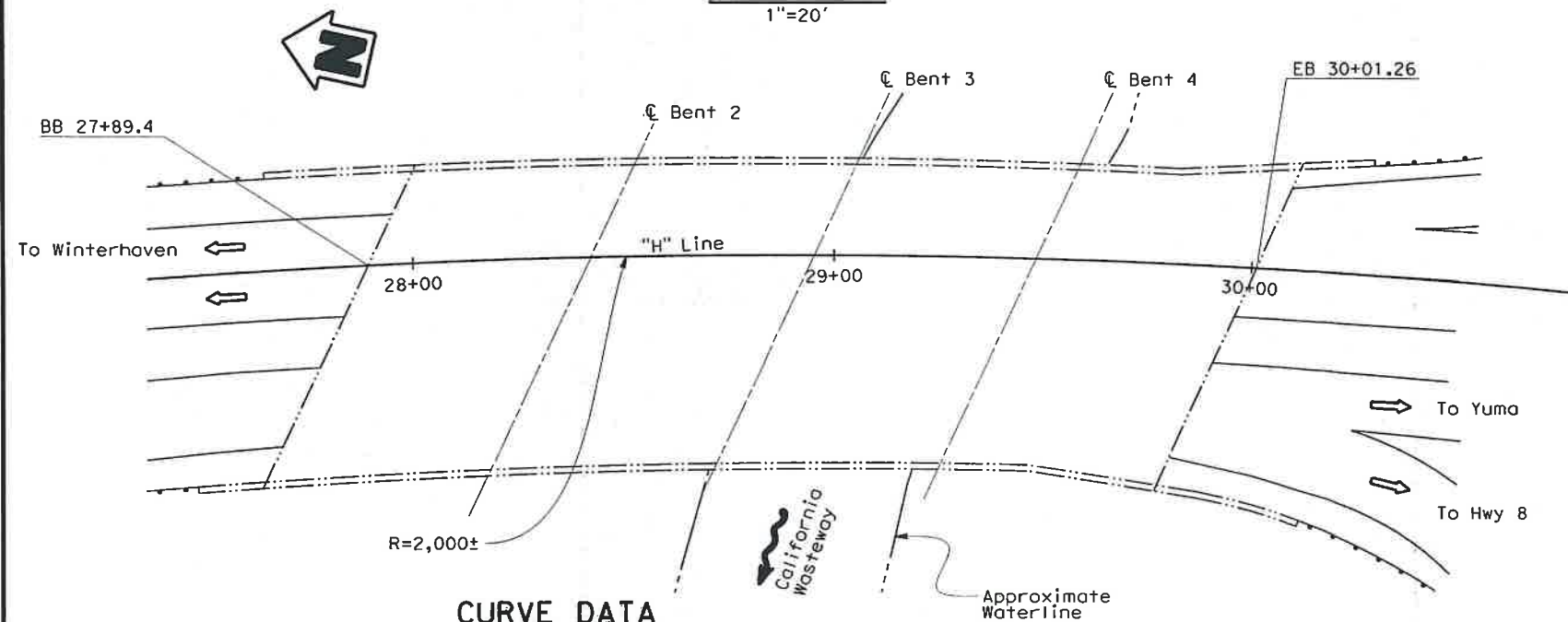
- Existing utilities to remain in place and protected during construction operations.
- Log of Test Borings dated 4-14-55 and 3-31-99 are available in the As-Builts records bridge file.

QUINCY ENGINEERING, INC
1017 Cobblerock Drive, Suite 100
Rancho Cordova, CA 95670



ELEVATION

1"=20'



CURVE DATA

R = 2,014'
Δ = 36°31'20"
T = 664.71'
L = 1284.09'

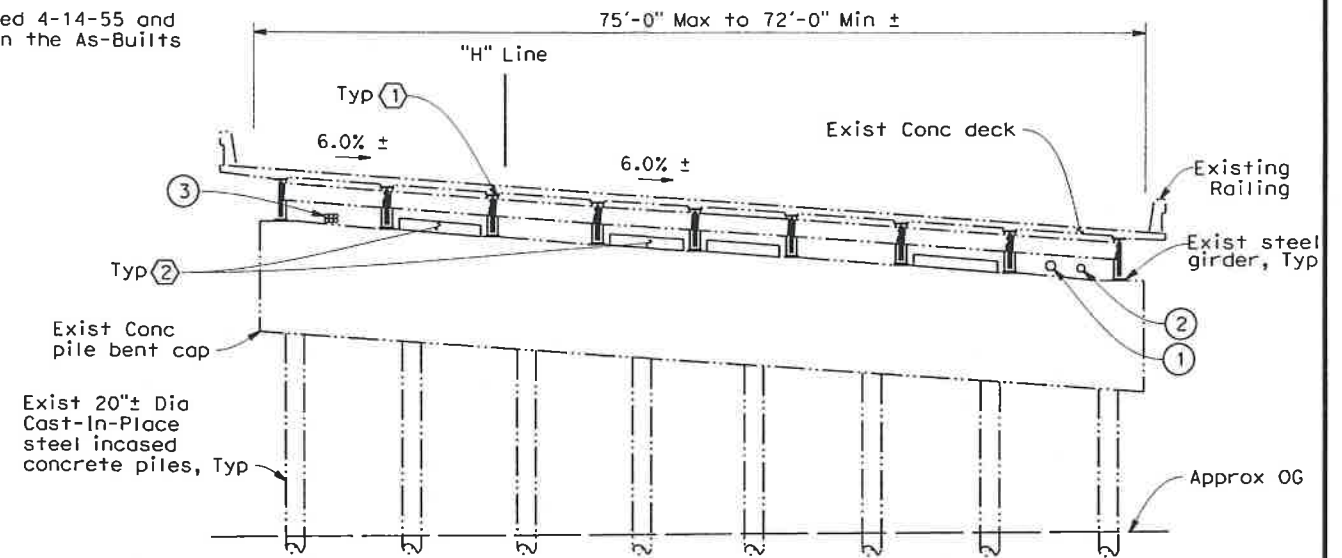
PLAN

1"=20'

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

RETROFIT LEGEND

- ① Girder Continuity Plates
- ② Transverse Bent Shear Keys



TYPICAL SECTION AT PIER

1/8"=1'0"

GENERAL NOTES LOAD AND RESISTANCE FACTOR DESIGN

SEISMIC DESIGN:

Caltrans Seismic Design Criteria Version 1.7 April 2013
Principals of the no collapse seismic retrofit strategy as outlined in Memos to Designer 20-4 "Seismic Retrofit Guidelines for Bridges in California" dated June 2010.

SEISMIC LOADING:

SDC ARS Curve for Soil Type D
Soil Profile $V_{s30} = 275$ m/s
Moment Magnitude $M_{max} = 6.5$
Peak Bedrock Acceleration = 0.24g with additional fault proximity adjustments for a controlling fault located 8.6 km away

EXISTING REINFORCED CONCRETE:

$f_y = 44$ ksi
 $f'_c = 5$ ksi

NEW REINFORCED CONCRETE:

$f_y = 60$ ksi
 $f'_c = 4$ ksi

EXISTING STRUCTURAL STEEL:

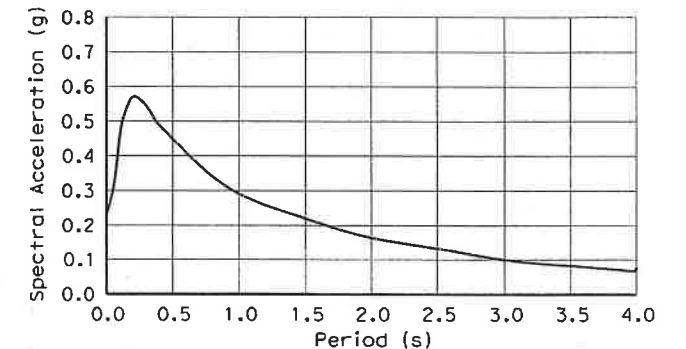
ASTM A36 $f_y = 36$ ksi
Weld Metal $f_{exx} = 60$ ksi

NEW STRUCTURAL STEEL:

ASTM A36

NEW HIGH STRENGTH BOLTS:

ASTM F3125 Grade A490



ACCELERATION RESPONSE SPECTRA CURVE

REVISION	DATE	COMMENTS
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6	05/01/2019	100% PLANS - 2018 Standards Revisions
7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:

MAXWELL L. KATT, P.E.
74940 R.C.E. No.
09/16/2019 DATE 12/31/2019 REG. EXP.



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
APPROVED FOR CONSTRUCTION BY:

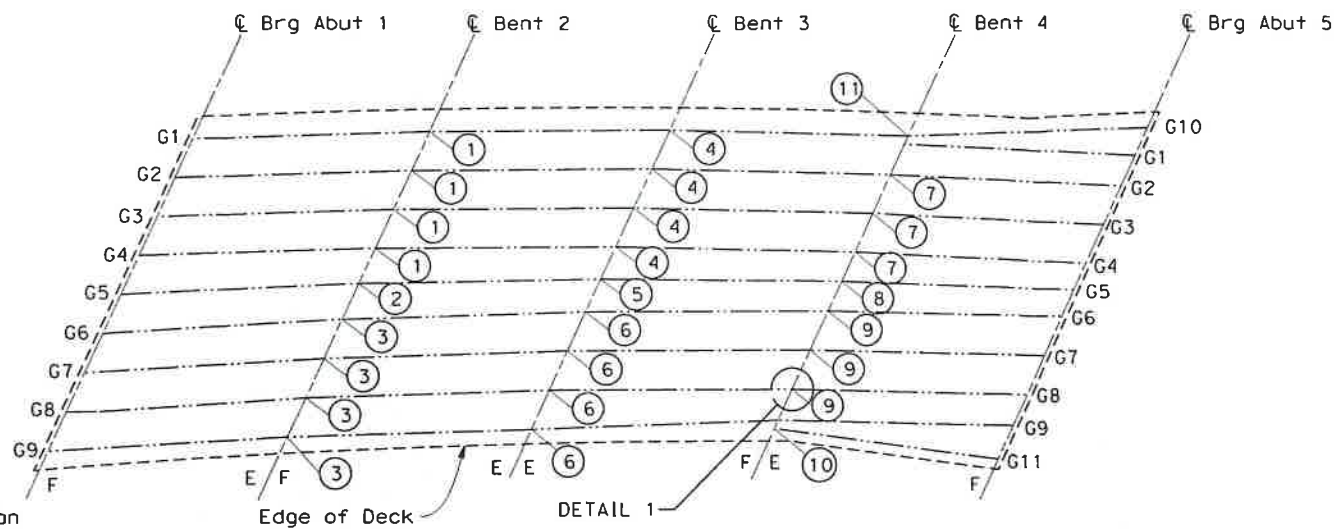
JOHN A. GAY, P.E.
DIRECTOR OF PUBLIC WORKS
9/19/19 DATE 09/30/2019 REG. EXP.



DATE: 05/01/2019
DRAWN: B. MAECHLER
SCALE: AS SHOWN
CHECKED: S. MCCAULEY

PROJECT TITLE
CALIFORNIA WASTEWAY BRIDGE
SEISMIC RETROFIT
IN IMPERIAL COUNTY
COUNTY PROJECT No. 58C0094

GENERAL PLAN	
REFERENCE	Br-001
105-100	SHEET 7 OF 9



Legend:
F = Fixed end of span
E = Expansion end of span
G1 = Indicates existing steel girder centerline

TABLE OF WEB ANGLES

No.	ANGLES
①	1°28'03"±
②	1°29'22"±
③	1°30'32"±
④	1°28'39"±
⑤	1°29'23"±
⑥	1°31'17"±
⑦	1°27'55"±
⑧	1°29'22"±
⑨	1°29'28"±
⑩	7°06'27"±
⑪	3°57'30"±

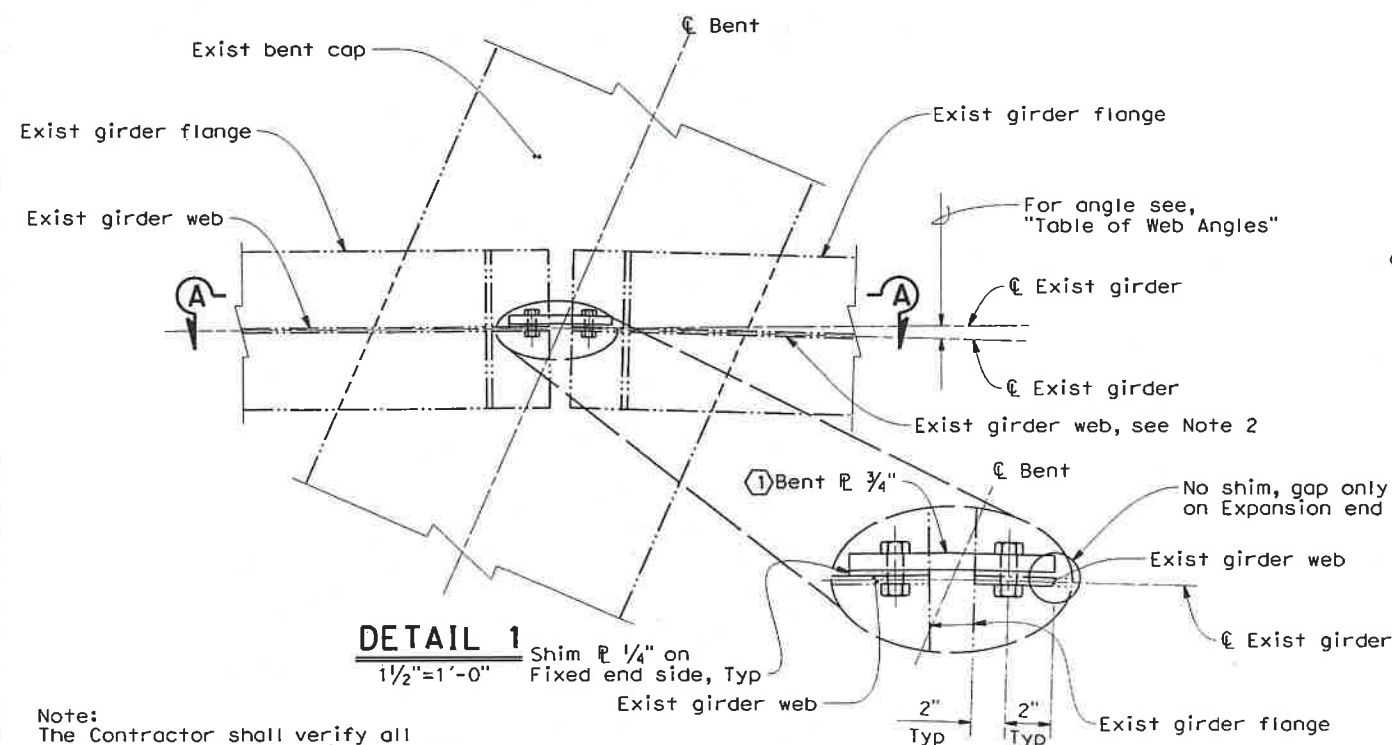
Notes:

- Plates shall be fabricated with angles at each location.
- All field drilled holes in existing girder webs to be 1-1/16" diameter and centered within hole spacing shown in View A-A.
- At Bent 2 and Bent 4, orient Girder Continuity Plates so that the slotted hole in plate is on the expansion end of existing girder span. At Bent 3, Girder Continuity Plate may be oriented with slotted hole on either girder end.
- Girder Continuity Plates may be erected on either side (east or west) of existing girder webs, with the exception of No. 10 and No 11 which must be erected on the exterior face of girders to avoid utilities.

① Girder Continuity Plates

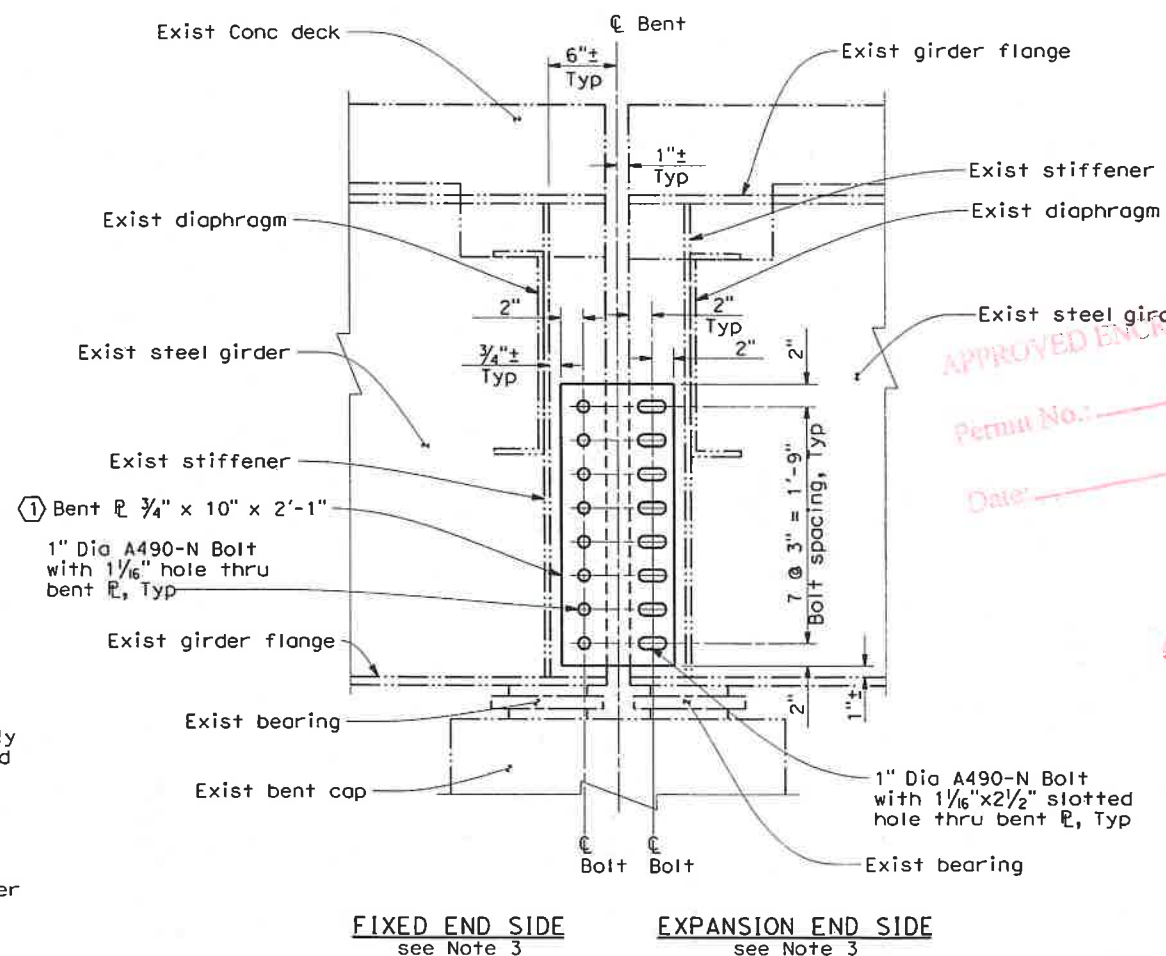
PLAN

1"=20'



DETAIL 1
1/2"=1'-0"

Note:
The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.



FIXED END SIDE
see Note 3

EXPANSION END SIDE
see Note 3

VIEW A-A

1/2"=1'-0"

APPROVED ENCROACHMENT PERMIT PLAN
Permit No.: 1119NM 00811
Date: OCT 16 2019
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REVISION	DATE	COMMENTS
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7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:
Maxwell Katt
MAXWELL L. KATT, P.E.
74940 R.C.E. No.
09/16/2019 DATE
12/31/2019 REG. EXP.



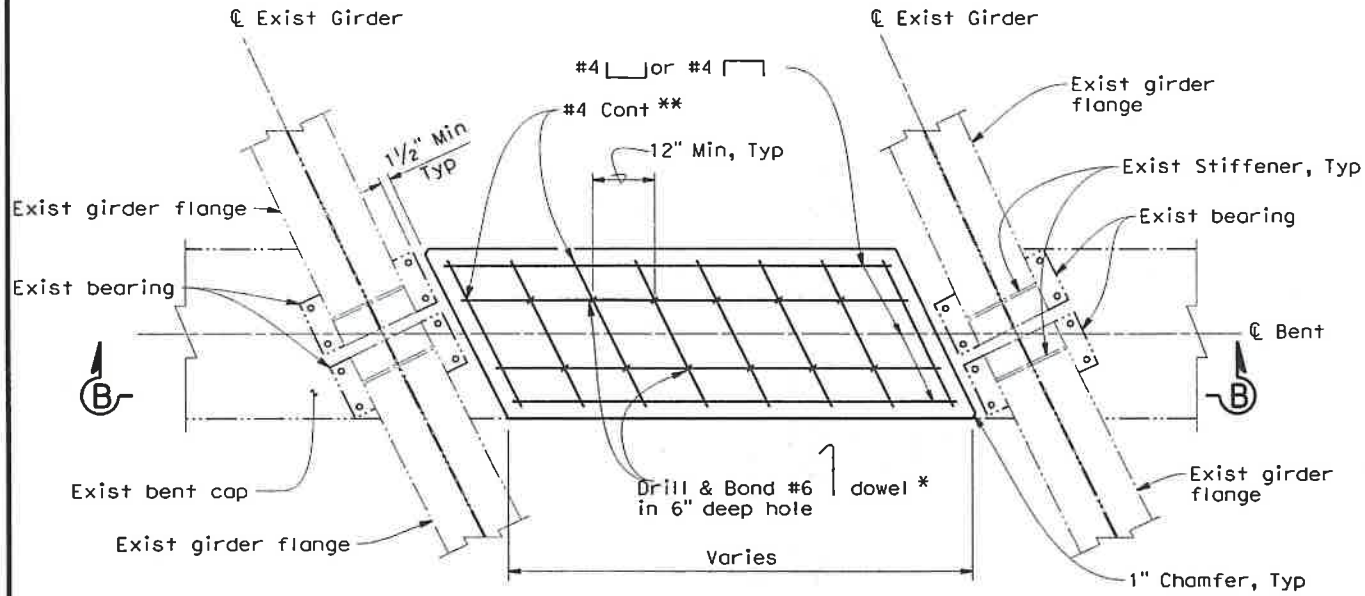
COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
APPROVED FOR CONSTRUCTION BY:
John A. Gay
JOHN A. GAY, P.E.
DIRECTOR OF PUBLIC WORKS
62028 R.C.E. No.
09/30/2019 DATE
REG. EXP.

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL
EL CENTRO, CALIFORNIA

DATE: 05/01/2019
DRAWN: B. MAECHLER
SCALE: AS SHOWN
CHECKED: S. McCAULEY

PROJECT TITLE
CALIFORNIA WASTEWAY BRIDGE
SEISMIC RETROFIT
IN IMPERIAL COUNTY
COUNTY PROJECT No. 58C0094

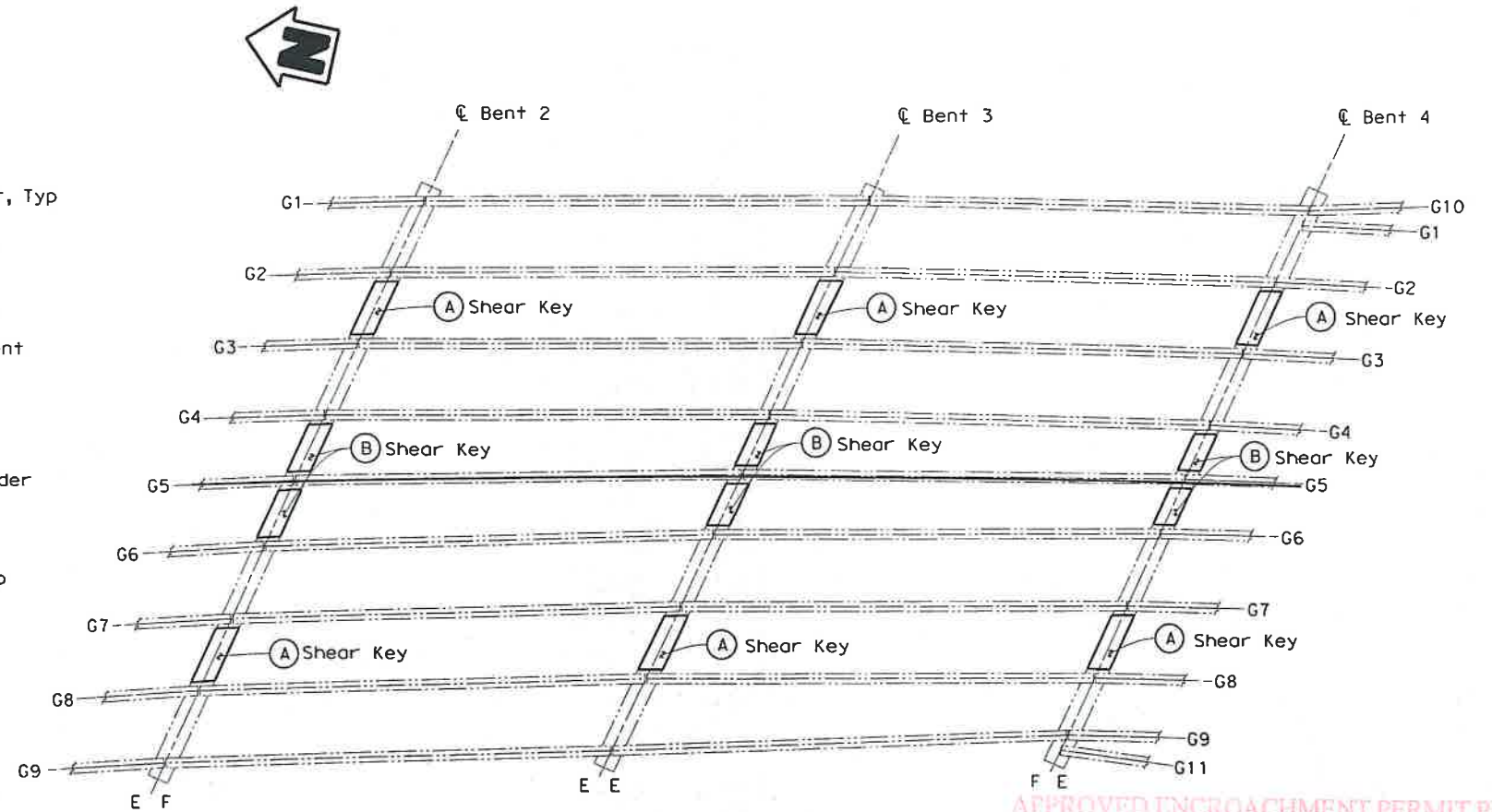
BENT RETROFIT
DETAILS NO. 1
REFERENCE: Br-002
105-100 SHEET 8 OF 9



SHEAR KEY PLAN

3/4"=1'-0"

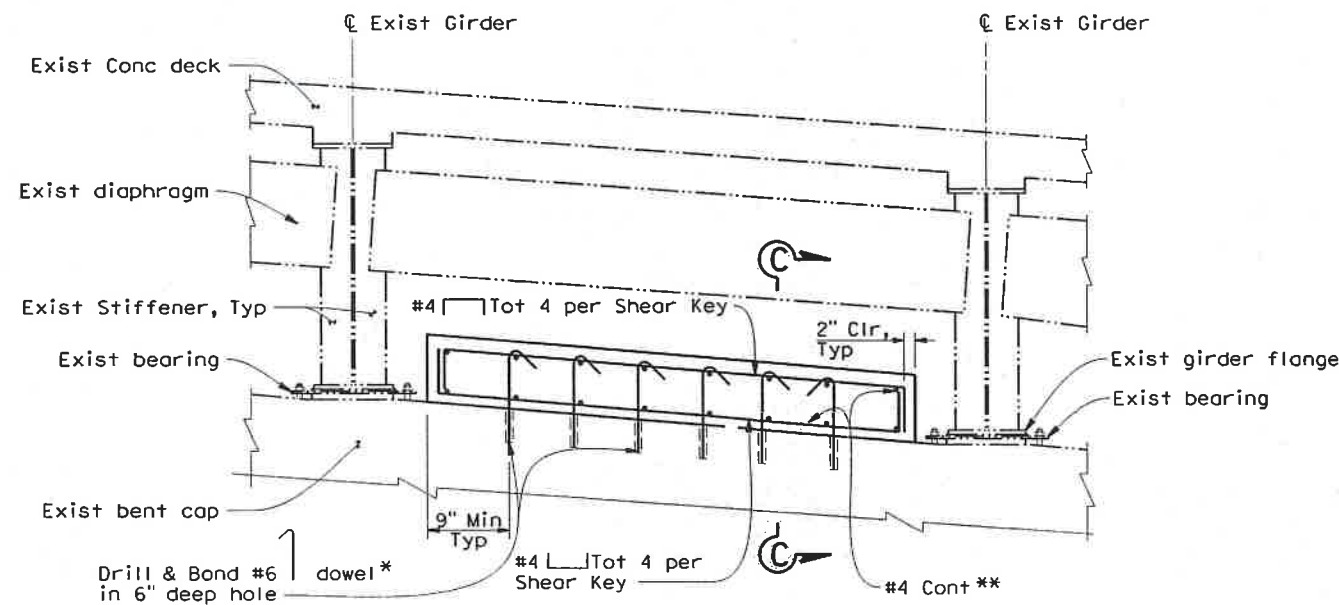
- (A) Shear Key shown, (B) Shear Key similar
- * Tot 12 (A) Shear Key, Tot 8 (B) Shear Key
- ** Tot 16 (A) Shear Key, Tot 12 (B) Shear Key



② Transverse Bent Shear Keys

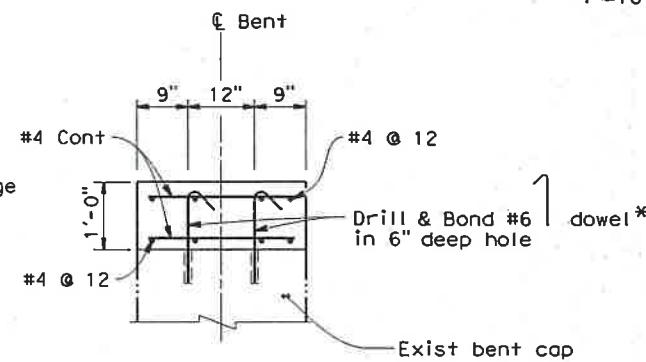
PLAN

1"=10'



SECTION B-B

3/4"=1'-0"



SECTION C-C

3/4"=1'-0"

Legend:

- F = Fixed end of span
- E = Expansion end of span
- G1 = Indicates location of existing steel girder

APPROVED ENCROACHMENT PERMIT PLAN

Permit No. 1119 NMC0811

Date: OCT 16 2019

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Note:
 The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.

REVISION	DATE	COMMENTS
1	06/23/2016	65% PLANS
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6	05/01/2019	100% PLANS - 2018 Standards Revisions
7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:
 Maxwell L. Katt, P.E.
 08/18/2019 DATE
 74940 R.C.E. No.
 12/31/2019 REG. EXP.



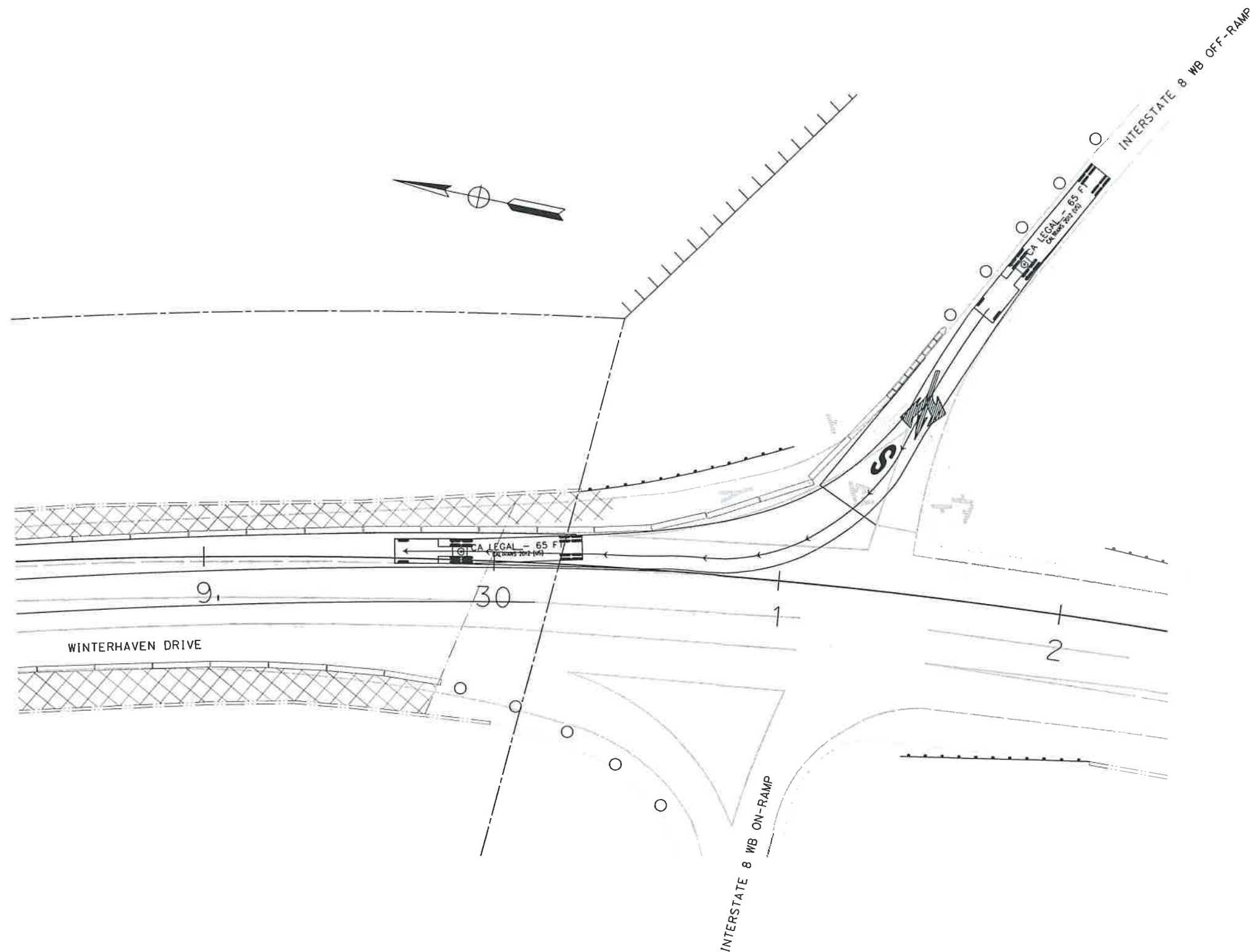
COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
 APPROVED FOR CONSTRUCTION BY:
 John A. Gay, P.E.
 9/19/19 DATE
 62028 R.C.E. No.
 09/30/2019 REG. EXP.



DATE: 05/01/2019
 DRAWN BY: B. MAECHLER
 SCALE: AS SHOWN
 CHECKED BY: S. MCCAULEY

PROJECT TITLE:
 CALIFORNIA WASTEWAY BRIDGE
 SEISMIC RETROFIT
 IN IMPERIAL COUNTY
 COUNTY PROJECT No. 58C0094

BENT RETROFIT DETAILS NO. 2	
REFERENCE	Br-003
105-100	SHEET 9 OF 9

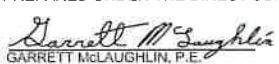


APPROVED ENCROACHMENT PERMIT PLAN
 Permit No. 1119 NM CO 811
 DATE OCT 16 2019

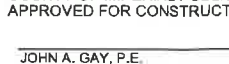
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REVISION	DATE	COMMENTS
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7	09/16/2019	100% PLANS - CALTRANS Review Comments



PREPARED UNDER THE DIRECT SUPERVISION OF:

 GARRETT MCLAUGHLIN, P.E.
 No. 87687
 Exp. 6-10-19



COUNTY OF IMPERIAL PUBLIC WORKS DEPARTMENT
 APPROVED FOR CONSTRUCTION BY:

 JOHN A. GAY, P.E.
 DIRECTOR OF PUBLIC WORKS
 No. 62028
 Exp. 09-30-19

PUBLIC WORKS DEPARTMENT
COUNTY OF IMPERIAL
 EL CENTRO, CALIFORNIA

DATE
 DRAWN
 J. CRUZ
 SCALE
 1"=20'
 CHECKED
 C. SILVA

PROJECT TITLE
 CALIFORNIA WASTEWAY BRIDGE
 SEISMIC RETROFIT
 IN IMPERIAL COUNTY
 COUNTY PROJECT No. 58C0094

REFERENCE
105-100
 SHEET OF
 9

USERNAME => jrcv17m DATE PLOTTED => 9/18/2019 TIME PLOTTED => 10:50:49 AM

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ENCROACHMENT PERMIT UNDERGROUND UTILITY PROVISIONS

TR - 0163 (Rev. 04/2018)

High priority utilities, pressurized facilities, pipes or ducts 6" or larger in diameter, or placement of multiple pipes or ducts, regardless of diameters are required to be encased on both conventional and access controlled highway rights-of-way.

A "High Priority Utility" is defined as: 1) a natural gas pipeline greater than 6" in diameter, or with normal operating pressures greater than 60 psig, 2) petroleum pipelines, 3) pressurized sanitary sewer pipelines, 4) high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60 kV, or 5) hazardous materials pipelines that are potentially harmful to workers or the public if damaged.

An exception to this policy may be allowed on a case by case basis for the installation of Uncased High Pressure Natural Gas Pipelines when in compliance with the TR-0158 Special Provisions.

The pavement or roadway must not be open-cut unless specifically allowed under a separate "UT" permit. Utility installations must not be installed inside of culverts or drainage structures.

For additional details regarding longitudinal utility encroachments on both conventional and access controlled highway rights-of-way, see Chapter 600.

UG 1. CASINGS:

Casings must be steel conduit with a minimum inside diameter sufficiently larger than the outside diameter of the pipe or ducts to accommodate placement and removal. The casing can be either new or used steel pipe, or an approved connector system. Used pipe must be pre-approved by the Department's engineer or representative before installation.

When the method of Horizontal Directional Drilling (HDD) is used to place casing, the use of High Density Polyethylene Pipe (HDPE) as casing is acceptable.

Reinforced Concrete Pipe (RCP) in compliance of State Standard Specifications is an acceptable carrier for storm drain gravity flow or non-pressure flow. RCP when installed by Bore & Jack must have rubber gaskets at the joints, and holes for grouting of voids left by jacking operations, see "E" below.

A. Minimum wall thickness for steel pipe casing for different lengths and diameters of pipes are as follows:

Minimum Wall Thickness		
Casing Pipe (Diameter)	Up to 150 ft (Length)	Over 150 ft (Length)
6" to 28"	1/4"	1/4"
30" to 38"	3/8"	1/2"
40" to 60"	1/2"	3/4"
62" to 72"	3/4"	3/4"

- B. Spiral welded casing is authorized provided the casing is new and the weld is smooth.
- C. The ends of the casing must be plugged with ungrouted bricks or other suitable material approved by the Department's representative.
- D. When required by the Department's representative, the permittee must at his expense, pressure grout the area between the pavement and the casing from within the casing in order to fill any voids caused by the work covered under this permit. The increments for grout holes inside the pipe must be 8' staggered and located 22-1/2 degrees from vertical axis of the casing. Pressure must not exceed 5 psig for a duration sufficient to fill all voids.

- E. There is a spacing requirement when placement of multiple encasements is requested. The distance between multiple encasements must be the greater of either 24" or twice that of the diameter of the larger pipe being installed.
- F. Casings placed within access controlled highway rights-of-way must extend to the right-of-way lines.
- G. Wing cutters, if used, must be a maximum of 1" larger than the casing. Voids caused by the use of wing cutters must be grouted in accordance with "E" above.
- H. A band welded to the leading edge of the casing must be placed square to the alignment. The band must not be placed on the bottom edge. Flaring the lead section on bores over 100' must not be permitted.
- I. All casing lengths must equal to the auger length.
- J. The casings within conventional highways must extend 5' beyond the back of curb or edge of pavement, or to the right of way line if less. Where PCC cross-gutter exists, the casing must extend at least 5' beyond the back of the cross-gutter, or to the right of way line if less.

Bore and receiving pits must:

- A. be located at least 10' or more from the edge of pavement on conventional highways in rural areas.
- B. be located 5' behind the concrete curb or AC dike on conventional highways in urban areas.
- C. be located 5' outside the toe of slope of embankment areas.
- D. be located outside access controlled highway rights-of-way;
- E. be adequately fenced and/or have a Type-K barrier placed around them.
- F. be adequately shored in accordance with Cal-OSHA requirements. Shoring for jacking and receiving pits located within 15' of traffic lanes on a State highway must not extend more than 36" above the pavement grade unless otherwise authorized by Department's representative. Reflectors must be affixed to the shoring on the sides facing traffic. A 6' chain link fence must be installed around the perimeter of the pits during non-working hours.

G. have crushed-rock and sump areas to clear groundwater and water used to clean the casing. Where ground water is found and pumping is required, the pits must be lined with filter fabric.

UG 2. HORIZONTAL DIRECTIONAL DRILLING: Bore and receiving pits

When HDD is the approved method for pipe installation, drilling plans must contain information listed as follows:

1. Location of: entry and exit point, access pit, equipment, and pipe staging area.
2. Proposed drill path alignment (horizontal and vertical).
3. Location and clearances of all other facilities.
4. Depth of cover.
5. Soil analysis.*
6. Carrier pipe length, diameter, thickness, and material (HDPE/steel) and ream pipe diameter.
7. Detailed carrier pipe calculations confirming ability to withstand installation loads and long term operational loads including H2O.
8. Proposed drilling fluid composition, viscosity, and density (based on soils analysis).
9. Drilling fluid pumping capacity, pressures, and flow rates
10. State right-of-way lines, property, and utility right of way or easement lines.
11. Elevations.
12. Type of tracking method/system and accuracy used.
13. A detailed plan for monitoring ground surface movement (settlement or heave) resulting from the drilling operation.

* May be waived by the District Permit Engineer for HDD jobs less than 6" in diameter and a traverse crossing less than 150'.

UG 3. LIMIT OF EXCAVATION:

No excavation is allowed within 10' from the edge of pavement except in curbed urban areas or as specified in the permit. Where no curb exists and excavations within 10' of the traveled way are to remain open, a temporary Type-K railing must be placed at a 10:1 taper or as otherwise directed by the Department.

UG 4. TUNNELING:

Review, requirements of Section 603.6A-6 of the Encroachment Permits Manual, if applicable. In addition to the requirements of "UG1" the following requirements apply:

- A. For the purpose of this provision, a tunnel is defined as any pipe, 30" or larger in diameter placed.
- B. When tunneling is authorized, the permittee must provide full-time inspection of tunneling operations. The Department's representative must monitor projects.
- C. A survey grid must be set and appropriately checked over the centerline of the pipe jacking or tunneling operation. Copies of the survey notes must be submitted to the Department's representative.
- D. Sand shields may be required as ground conditions change.
- E. The method used to check the grade and alignment must be approved by the Department's representative.
- F. Pressure grouting for liner plates, rib and spiling, or rib and lagging tunnels must be at every 8' section or at the end of work shift before the next section is excavated. All grouting must be completed at the end of each workday.

G. A method for securing the headway at the end of each workday is required. Breastplates must be installed during working hours for running sand or super-saturated soil.

UG 5. CLEARANCE AND OFFSET REQUIREMENTS:

All installations must comply with Chapter 17, Article 4 of the Project Delivery Procedures Manual (PDDM) for utility clearance and offset requirements.

UG 6. FACILITIES EXEMPT FROM THE HIGH PRIORITY UTILITY REQUIREMENTS:

The following utilities (not including State owned utilities) are exempt from these policies and do not need to be plotted on the plans unless the depiction of the utility is needed for interconnectivity with the proposed work:

- Natural gas service lines less than 2 inches in pipe diameter that have normal operating pressures of 60 psig or less
- Subsurface electrical service connections with a potential to ground of 50 volts or less
- Service connections (laterals) for water, sewer, telephone, telecommunication, and cable service

All State owned utilities must be plotted on the plans.

UG 7. DETECTOR STRIP:

A continuous metallic detector strip must be provided with non-metallic main installations. Service connections must be installed at right angles to the centerline of the State highway where possible.

UG 8. BACKFILLING:

All backfilling must conform to the applicable sections of the Department's Standard Specifications. Ponding or jetting methods of backfilling are prohibited.

Any required compaction tests must be performed by a certified laboratory at no cost to the Department and the laboratory report furnished to the Department's representative.

UG 9. ROADWAY SURFACING AND BASE MATERIALS:

When the permit authorizes installation by the open cut method, surfacing and base materials and thickness thereof must be as specified in the permit.

Temporary repairs to pavements must be made and maintained upon completion of backfill until permanent repairs are made. Permanent repairs to pavements must be made within thirty (30) days of completion of backfill unless otherwise specified by the Department. Temporary pavement patches must be placed and maintained in a smooth riding plane free of humps and/or depressions.

UG 10. DAMAGE TO TREE ROOTS:

Tree roots 3" or larger in diameter will not be cut within the tree drip line when trenching or other underground work is necessary adjacent to roadside trees. If such roots are encountered, they must be tunneled under, wrapped in burlap and kept moist until the trench is backfilled. Trenching machines may not be used under trees if the trunk or limbs will be damaged by their use.

If the trees involved are close together and of such size that it is impractical to protect all roots over 3" in diameter, or when roots are less than 4" in diameter, outside tree drip line, special arrangements may be made whereby pruning of the tree tops to balance the root loss can be done by the permittee under the close supervision of the District Landscape Specialist or District Tree Maintenance Supervisor. Manholes must not be installed within 20' of any trunk.

UG 11. PIPES ALONG ROADWAY:

Pipes and conduits paralleling the pavement must be located as shown on the plans or located outside of pavement as close as possible to the right-of-way line.

UG 12. BORROW AND WASTE:

Borrow and waste will be allowed within the work limits only as specified in the permit.

UG 13. MARKERS:

The permittee must not place any markers that create a safety hazard for the traveling public or departmental employees.

UG 14. CATHODIC PROTECTION:

The permittee must perform stray current interference tests on underground utilities under cathodic protection. The permittee must notify the Department prior to the tests. The permittee must perform any necessary corrective measures and advise the Department.

UG 15. DELETED. Provision left blank intentionally

UG 16. INSTALLATION BY OPEN CUT METHOD:

When the permit authorizes installation by the open cut method no more than one lane of the highway pavement must be open-cut at any one time. Any exceptions must be in writing by the Department's representative. After the pipe is placed in the open section, the trench is to be backfilled in accordance with specifications, temporary repairs made to the surfacing and that portion opened to traffic before the pavement is cut for the next section.

If, at the end of the working day, backfilling operations have not been properly completed, steel plate bridging must be required to make the entire highway facility available to the traveling public in accordance with the "Steel Plate Bridging Special Provisions" (TR-0157)

UG 17. PAVEMENT REMOVAL:

PCC pavement to be removed must be saw cut at a minimum depth of 4" to provide a neat and straight pavement break along both sides of the trench. AC pavement must be saw cut to the full depth.

Where the edge of the trench is within 2' of existing curb and gutter or pavement edge, the asphalt concrete pavement between the trench and the curb or pavement edge must be removed.

UG 18. DELETED. Provision left blank intentionally.*

UG 19. SIDES OF OPEN-CUT TRENCHES:

Sides of open cut trenches in paved areas must be kept as nearly vertical as possible. Trenches must not be more the 2' wider than the outside diameter of the pipe to be laid therein, plus the necessary width to accommodate shoring.

UG 20. EXCAVATION UNDER FACILITIES:

Where it is necessary to excavate under existing curb and gutter, or underground facilities, the void must be backfilled with two (2) sack cement-sand slurry.

UG 21. PERMANENT REPAIRS TO PCC PAVEMENT:

Repairs to PCC pavement must be made of Portland Cement Concrete containing a minimum of 658 lbs. or 7 sack of cement per cubic yard. Replaced PCC pavement must equal existing pavement thickness. The concrete must be satisfactorily cured and protected from disturbance for not less than forty-eight (48) hours. Where necessary to open the area to traffic, no more than two (2%) percent by weight of calcium chloride may be added to the mix and the road opened to traffic after six (6) hours.

UG 22. REMOVAL OF PCC SIDEWALKS OR CURBS:

Concrete sidewalks or curbs must be saw cut to the nearest score marks and replaced equal in dimension to that removed with score marks matching existing sidewalk or curb.

UG 23. SPOILS:

No earth or construction materials are to be dragged or scraped across the highway pavement, and no excavated earth placed or allowed to remain at a location where it may be tracked onto the highway traveled way, or any public or private approach by the permittee's construction equipment, or by traffic entering or leaving the highway traveled way. Any excavated earth or mud so tracked onto the highway pavement or public or private approach must be immediately removed by the permittee.

***NOTE: Special Provision was deleted since it is already part of the EP General Provisions (TR-0045)**

1. GENERAL: The purpose of these Special Provisions is to provide the Permittee with specifications for water pollution control to minimize, prevent, or control the discharge of material into the air, surface waters, groundwater, and storm sewers owned by the State or local agencies. These provisions are not intended to take the place of the Caltrans Water Pollution Control Program (WPCP) for projects where soil disturbance from work activities less than one acre, or work activities of one acre or more subject to the preparation of the Caltrans Storm Water Pollution Prevention Plan (SWPPP). The Permittee must comply with the following Special Provisions and the direction of the State Representative. All Stormwater Best Management Practices (BMPs) must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

2. NPDES REQUIREMENTS: The Permittee must be responsible for full compliance with the Caltrans Storm Water Program and the Caltrans National Pollutant Discharge Elimination System (NPDES) Permit requirements (*Order No. 2012-0011-DWQ, NPDES No CAS000003*) and for and projects disturbing one acre or more of soil, full compliance with the California Construction General Permit (*Order No. 2009-0009-DWQ, NPDES No CAS000002*) or for projects for projects that have one acre or more of soil disturbance in the Lahontan Region (*Order No. R6T-2016-0010, NPDES No CAG616002*). It is the Permittee's responsibility to install, inspect, and repair or maintain facilities and devices used for water pollution control practices (BMPs) before performing daily work activities. Installation, inspection and maintenance responsibilities on the job site include: 1) soil stabilization materials in work areas that are inactive or prior to storm events, 2) water pollution control devices to control sediment and erosion, 3) implementation of spill and leak prevention procedures for chemical and hazardous substances stored on the job site, 4) material storage, 5) stockpile management, 6) waste management, 7) non-stormwater management, 8) water conservation, 9) tracking controls and 10) illicit connection, illegal discharge detection and reporting. The Permittee must report to the State representative when discharges enter into receiving waters, adjacent property, drainage systems or when discharges could be a cause or a threat for water pollution. The Permittee must also control illicit discharges or illegal dumping prior to start of daily work schedule. Copies of written notices or orders from the Regional Water Quality Control Board or other regulatory agency must be provided to the State representative within 48 hours of reported activity. For additional information on stormwater compliance, visit the State Water Resources Control Boards storm water Website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater

3. RESPONSIBILITY FOR DEBRIS REMOVAL: The Permittee must be responsible for preventing sediment, trash, debris, and other construction waste from entering the street, the storm drains, local creeks, or any other bodies of water.

4. SPOILS AND RESIDUE: The Permittee must vacuum any saw-cut concrete waste material, debris, residue, etc. No spoils, debris, residue, etc. must be washed into a drainage system.

5. SWEEPING: Sweep paved roads at construction entrance and exit locations and surrounding paved areas daily within the job site during: 1) clearing and grubbing, 2) earthwork, 3) trenching, 4) soil disturbance, 5) pavement grinding and/or cutting, and 6) after observing tracking of material onto or off the State property. Keep dust to a minimum during sweeping activities. Use vacuum whenever dust generation is excessive or sediment pickup is ineffective.

Roadways or work areas must not be washed down with water. Street sweeping operations must conform to Section 13 Water Pollution Control of Caltrans' Standard Specifications.

6. VEHICLES AND EQUIPMENT: Permittee must prevent all vehicles, equipment, etc. from leakage or mud tracking onto roadways. If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

7. MAINTENANCE AND FUELING OF VEHICLES AND EQUIPMENT: Maintenance and fueling of equipment must not result in any pollution at the job site. The Permittee must immediately clean up spills/leaks, and properly dispose of contaminated soil and materials.

8. CLEANING VEHICLES AND EQUIPMENT: Limit vehicle and equipment cleaning or washing at the job site except what is necessary to control vehicle tracking or hazardous waste. The Permittee must clean all equipment within a bermed area or over a drip pan large enough to prevent run-off. No soaps, solvents, degreasers, etc. must be used in State right-of-way. Any water from this operation must be collected and disposed of at an appropriate site. Containment berms or dikes must be used for fueling, washing, maintaining and washing vehicles or equipment in outside areas. Containment must be performed at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain. Keep adequate quantities of absorbent spill- cleanup material and spill kits in the fueling or maintenance area and on fueling trucks.

9. DIESEL FUELS: The use of diesel fuel from petroleum or other fossil fuel as a form-oil or solvent is not allowed.

10. WEATHER CONDITIONS AT WORKSITE: Any activity that would generate fine particles or dust that could be transported off site by stormwater must be performed during dry weather.

11. WIND EROSION PROTECTION: The use of Wind Erosion BMPs must be deployed year-round in instances where dust or fine particles could be transported off site.

11. HOT MIX ASPHALT: Runoff from washing hot mix asphalt must not enter into any drainage conveyances.

12. PROTECTION OF DRAINAGE FACILITIES: The Permittee must protect/cover gutters, ditches, drainage courses, and inlets with gravel bags, fiber rolls, State approved fabric filters, etc., to the satisfaction of the State representative during grading, paving, saw-cutting, etc. and materials must conform to Section 13-6.02 Materials for Water Pollution Control of Caltrans' Standard Specifications. No such protection measures must cause an obstruction to the traveling public. The Permittee must implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site (including secondary containment requirements) in accordance to section 13-4.03B Spill Prevention and Control, and 14-11 Hazardous Waste and Contamination, Water Pollution Control of Caltrans' Standard Specifications.

13. PAINT: Rinsing of painting equipment and materials is not permitted in State right-of-way. When thoroughly dry, dispose of the following as solid waste: dry latex paint, paint cans, used brushes, rags, gloves, absorbent materials, and drop cloths. Oil based paint sludge and unusable thinner must be disposed of at an approved hazardous waste site.

14. CONSTRUCTION MATERIALS: Stockpile of all construction materials, including, but not limited to; pressure treated wood, asphalt concrete, cold mix asphalt concrete, concrete, grout, cement containing premixes, and mortar, must conform to section 13-4.03C (2) Material Storage & 13-4.03C (3) Stockpile Management of Caltrans' Standard Specifications.

15. CONCRETE EQUIPMENT: Concrete equipment must be washed in a designated washing area in a way that does not contaminate soil, receiving waters, or storm drain systems.

16. EXISTING VEGETATION: Established existing vegetation is the best form of erosion control. Minimize disturbance to existing vegetation. Damaged or removed vegetation must be replaced as directed by the State Representative.

17. SOIL DISTURBANCE: Soil disturbing activities must be avoided during the wet weather season. If construction activities during wet weather are allowed in your permit, all necessary erosion control and soil stabilization measures must be implemented in advance of soil disturbing activity.

18. SLOPE STABILIZATION AND SEDIMENT CONTROL: Consider a certified expert in Erosion and Sediment control in cases where slopes are disturbed during construction. The Permittee is directed to comply with Section 13.5 Temporary Soil Stabilization and Section 21 Erosion Control of Caltrans' Standard Specifications during application of temporary soil stabilization measures to the soil surface. Fiber rolls or silt fences may be required down slope until permanent soil stabilization is established. Remove the accumulated sediment whenever the sediment accumulates to 1/3 of the linear sediment barrier height. The Permittee must limit the use of plastic materials when more sustainable, environmentally friendly alternatives exist or when environmental regulations prohibit their use within the project.

19. STOCKPILES: Stockpiles containing aggregate and/or soil must be stored at least 100 feet from concentrated flows of storm water, drainage courses, and storm drain inlets if within a flood plain, otherwise at least 50 feet if outside the floodplain, and must be covered and protected with a temporary perimeter sediment barrier. Cold mix stockpiles must be stored on an impermeable surface and covered with 9 mil plastic to prevent contact with water. Minimize stockpiling of materials on the job site. Manage stockpiles by implementing the water pollution control practices in Section 13-4.03C (3) Stockpile Management of the State of California standard specifications for construction.

20. DISCOVERY OF CONTAMINATION: The State Representative must be notified in case any unusual discoloration, odor, or texture of ground water, is found in excavated material or if abandoned, underground tanks, pipes, or buried debris are encountered.

21. SANITARY AND SEPTIC WASTE: Do not bury or discharge wastewater from a sanitary or septic system within the highway. Properly connected sewer facilities are free from leaks. With State Representative approval place portable sanitary facility at least 50 feet away from storm drains, receiving waters, and flow lines. Permittee must comply with local health agency provisions when using an on-site disposal system.

22. LIQUID WASTE: Prevent job site liquid waste from entering storm drain systems and receiving waters. Drilling slurries, grease or oil-free waste water or rinse water, dredging, wash water or rinse water running off a surface or other non-storm water liquids not covered under separate waste water permits must be held in structurally sound, leak-proof containers, such as portable bins or portable tanks. Store containers at least 50 feet away from moving vehicles and equipment. Liquid waste may require testing to determine hazardous material content prior to disposal. All measures must conform to section 13-4.03D (5) Liquid Waste, Water Pollution Control of Caltrans' Standard Specifications.

23. WATER CONTROL AND CONSERVATION: Manage water use in a way that will prevent erosion and the discharge of

pollutants into storm drain systems and receiving waters. Direct runoff, including water from water line repair from the job site to areas where it can infiltrate into the ground. Direct water from off-site sources around the job site or from contact with jobsite runoff.

24. PILE DRIVING: Keep spill kits and cleanup materials at pile driving locations. Park pile driving equipment over drip pans, absorbent pads, or plastic sheeting with absorbent material, and away from stormwater run-on when not in use.

25. DEWATERING: Dewatering consists of discharging accumulated storm water, groundwater, or surface water from excavations or temporary containment facilities. All dewatering operations must comply with the latest Caltrans guidelines including the *Field Guide for Construction Site Dewatering*. Contact State representative for approval of dewatering discharge by infiltration or evaporation, otherwise, any effluent discharged into a permitted storm water system requires approval from the Regional Water Quality Control Board. Prior to the start of dewatering, the Permittee must provide the State Representative with a dewatering and discharge work plan that complies with section 13-4.03G Dewatering, Water Pollution Control of Caltrans' Standard Specifications. A copy of the Waste Discharge Permit and a copy of a valid WDID number issued by the Regional Board must be provided to the State representative.