

COUNTY OF LAKE  
PUBLIC WORKS DEPARTMENT  
LAKEPORT, CALIFORNIA

**NOTICE TO BIDDERS  
AND  
SPECIAL PROVISIONS  
FOR  
HILL ROAD P.M. 7.75 LANDSLIDE  
REPAIR PROJECT**  
FEDERAL AID PROJECT NO. ER-28C1 (003)

**IN LAKE COUNTY  
IN LAKEPORT, CALIFORNIA  
DISASTER EVENT CA15-2**

**BID NO. 24-19**

**January 19, 2024**  
**BID OPENING: 3:00 PM Thursday, April 25, 2024**

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Project Specifications dated January 19, 2024

*Caltrans Standard Specifications dated 2023*

Project plans approved February 6, 2024

*Caltrans Standard Plans dated 2023*

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# SPECIAL NOTICES

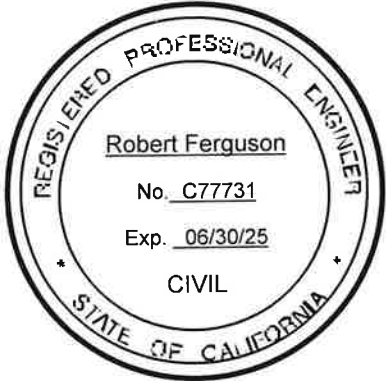
- See sections 2 and 3 for contractors' registration requirements.
- See section 2 for submittal requirements for DBE quotes, DVBE quotes, and Non-Small Business Subcontractor Preference.
- For work plan for local material from (1) a noncommercial source or (2) a source not regulated under California jurisdiction, see section 6-1.03B(1).
- The schedules for the submittal of DBE forms have been revised. See section 2-1.33 for the submittal schedules.
- The flagging and temporary traffic control requirements have been revised. See sections 7-1.03, 7-1.04, and 12.
- See sections 2-1.11 and 2-1.33B for in-use off-road diesel-fueled vehicle requirements regarding Certificate of Reported Compliance submittals.
- See section 2-1.04 for mandatory prebid meeting requirements.
- County will obtain permission to enter and use private road Downing Drive and in-tact portions of Lancaster Road. The contractor is responsible for documenting the previous condition of the roads, maintaining the roads during construction, and ensuring roads are repaired if damaged.



The technical special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

**ROADWAY AND STRUCTURES**

\_\_\_\_\_  
REGISTERED CIVIL ENGINEER





COUNTY OF LAKE, STATE OF CALIFORNIA  
HILL ROAD P.M. 7.75 LANDSLIDE REPAIR PROJECT  
BID NO. 24-19

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EXHIBIT A     Improvement Plans (11X17)  
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**COUNTY OF LAKE**  
**DEPARTMENT OF PUBLIC WORKS**  
**NOTICE TO BIDDERS**

**Bids open Thursday, April 25, 2024.**

General work description: Construct Stitch Pile Wall, drainage work, and slope excavation. You must perform, place, construct, or install other items and details not mentioned that are required of the plans under the Standard Specifications and special provisions.

The County will receive sealed bids for **HILL ROAD P.M. 7.75 LANDSLIDE REPAIR PROJECT**

Bid Number: 24-19

The project bid documents are available at [www.questcdn.com](http://www.questcdn.com). This construction contract is Quest CDN project number eBidDoc #\_\_\_\_\_. A contractor may view the contract documents at no cost prior to deciding to become a plan holder. To be considered a plan holder for bidding purposes, a contractor must register with QuestCDN.com and purchase the contract documents in digital form at a cost of \$30. Registering as a plan holder is recommended for all prime contractors and subcontractors as plan holders will receive automatic notice of addenda and other contract document updates via Quest CDN. Contact Quest CDN Customer Support at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in membership registration, downloading digital project information and vBid online bid submittal questions.

For this project, bids will **only** be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click on the online bid button at the top of the bid advertisement page. Prospective bidders must be on the plan holder list through Quest CDN for bids to be accepted.

Project Bid Documents may be viewed and downloaded at most clearing houses across California; however, you must join Quest CDN and be on the plan holder's list to be eligible to bid.

The Contractor must have either a Class A license or a combination of Class C licenses that make up a majority of the work.

**The DBE Contract goal is (23%) twenty-three percent.**

Federal-aid project no.: **ER-28C1 (003)**

For the federal training program, the number of trainees or apprentices is 4.

Bids must be on a unit price basis.

Complete work within **130** working days.

The estimated cost of construction is \$4,005,527.

A virtual Pre-Bid meeting is scheduled for 11:00 a.m. on Tuesday, February 20, 2024, online. An invitation to this Zoom platform virtual meeting will be sent out to all plan holders as of 8:00 a.m., Monday, February 19, 2024. A list of questions asked at this pre-bid, and corresponding responses will be sent to all bidders within 48 hours of the Pre-Bid meeting. The pre-bid conference is not mandatory.

**The County will receive on-line bids until 3:00 p.m. on the bid open date at QuestCDN.com.** Bids received after this time will not be accepted.

Bidders' inquiries should be submitted, in writing, to the Office of the Department of Public Works, County of Lake, 255 North Forbes Street, Lakeport, California, 95453, fax (707)263-7748.

Questions about alleged patent ambiguity of the plans, specifications, or estimate must be submitted in writing at least six (6) days before bid opening. After this time, the County will not consider these questions as bid protests.

Submit your bid with bidder's security equal to at least 10 percent of the bid.

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

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) 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.

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 from the County's Department of Public Works.

The federal minimum wage rates for this Contract as determined by the United States Secretary of Labor are included in supplemental documents online at the QuestCDN.com website 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.

Successful bidders will attend a pre-construction conference held at the office of the Department of Public Works for the purpose of discussing the scope of work, Contract drawings, specifications, existing conditions, material to be ordered, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project. You **MUST** include all major superintendents for the work and major sub-contractors at this conference. You must appoint a superintendent to act as the single point of contact for the duration of the project. In the event a substitution should be made during the project, you will provide this information in writing.

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.

California Department of Transportation has made available Notices of Suspension and Proposed Debarment from the Federal Highway Administration. For a copy of the notices, go to [http://www.dot.ca.gov/hq/esd/oe/contractor\\_info](http://www.dot.ca.gov/hq/esd/oe/contractor_info). Additional information is provided in the Excluded Parties List System at <http://www.epls.gov>.

ESTIMATED QUANTITIES  
(THIS SHEET NOT TO BE USED FOR BIDDING PURPOSES)

**HILL ROAD P.M. 7.75 LANDSLIDE  
REPAIR PROJECT**

BID

Item No.	Item Code	Description (F)	Unit of Measure	Estimated Quantity
1	66999	CONSTRUCTION STAKING	LS	Lump Sum
2	120100	TRAFFIC CONTROL SYSTEM	LS	Lump Sum
3	130100	JOB SITE MANAGEMENT	LS	Lump Sum
4	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	Lump Sum
5	130310	RAIN EVENT ACTION PLAN	EA	6
6	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	6
7	130330	STORM WATER ANNUAL REPORT	EA	1
8	130620	TEMPORARY DRAINAGE INLET PROTECTION	EA	3
9	130640	TEMPORARY FIBER ROLL	LF	620
10	130680	TEMPORARY SILT FENCE	LF	620
11	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	2
12	130730	STREET SWEEPING	LS	Lump Sum
13	130900	TEMPORARY CONCRETE WASHOUT	LS	Lump Sum
14	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	Lump Sum
15	146007	INVASIVE SPECIES CONTROL	LS	Lump Sum
16	160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	1,560
17	170103	CLEARING AND GRUBBING (LS)	LS	Lump Sum
18	190130	ROADWAY EXCAVATION (SLIDE REMOVAL)	CY	28,500
19	190139	ROADWAY EXCAVATION (UNSUITABLE MATERIAL)	CY	2,890
20	192037	STRUCTURE EXCAVATION (RETAINING WALL) (F)	CY	122
21	193013	STRUCTURE BACKFILL (RETAINING WALL) (F)	CY	25
22	210350	FIBER ROLLS	LF	5,530
23	210430	HYDROSEED	SQFT	159,000
24	210610	COMPOST (CY)	CY	930
25	260203	CLASS 2 AGGREGATE BASE (CY)	CY	4.2

26	390132	HOT MIX ASPHALT (TYPE A)	TON	6
27	394073	PLACE HOT MIX ASPHALT DIKE (TYPE A)	LF	57
28	394090	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	SQYD	24
29	490604	30" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	1,225
30	510060	STRUCTURAL CONCRETE, RETAINING WALL (F)	CY	124
31	510094	STRUCTURAL CONCRETE, DRAINAGE INLET (F)	CY	42
32	520103	BAR REINFORCING STEEL (RETAINING WALL) (F)	LB	72,788
33	641101	12" PLASTIC PIPE	LF	290
34	641107	18" PLASTIC PIPE	LF	530
35	680902	6" PERFORATED PLASTIC PIPE UNDERDRAIN	LF	240
36	710108	ABANDON DRAINAGE FACILITY	EA	3
37	710120	REMOVE DRAINAGE FACILITY (EA)	EA	1
38	710136	REMOVE PIPE (LF)	LF	130
39	710232	MODIFY DRAINAGE FACILITY	EA	2
40	730045	MINOR CONCRETE (GUTTER) (CY)	CY	10
41	750001	MISCELLANEOUS IRON AND STEEL (F)	LB	2,114
42	760012	TESTING WELL	HR	40
43	760096	ADJUST AND MONITOR INCLINOMETERS (LS)	LS	Lump Sum
44	839759	SALVAGE CONCRETE BARRIER (TYPE K)	LF	300
45	839788	SALVAGE CRASH CUSHION (LF)	LF	280
46	999990	MOBILIZATION	LS	Lump Sum

(F) Denotes Final Pay Item

PUBLIC WORKS DEPARTMENT

Date: \_\_\_\_\_

By: \_\_\_\_\_

John Everett  
Associate Civil Engineer  
County of Lake

## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are available at the following website: <https://dot.ca.gov/programs/design/ccs-standard-plans-and-standard-specifications>.

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)
A10H	Legend - Rock
<b>EXCAVATION AND BACKFILL</b>	
A62A	Excavation and Backfill - Miscellaneous Details
RSP A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62F	Excavation and Backfill - Metal and Plastic Culverts
<b>CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING</b>	
A87B	Hot Mix Asphalt Dikes
<b>DRAINAGE INLETS, PIPE INLETS AND GRATES</b>	
<b>GABIONS AND UNDERDRAINS</b>	
D102	Underdrains
<b>TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN</b>	
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
<b>TEMPORARY TRAFFIC CONTROL SYSTEMS</b>	
RSP T13	Traffic Control System with Reversible Control on Two Lane Conventional Highways
RSP T13A	Traffic Control System - Two Lane Conventional Highways
RSP T13B	Traffic Control System - Two Lane Conventional Highways
<b>TEMPORARY WATER POLLUTION CONTROL</b>	
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T58	Temporary Water Pollution Control Details (Temporary Construction Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
T61	Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)



<b>T62</b>	<b>Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)</b>
<b>T63</b>	<b>Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)</b>
<b>T64</b>	<b>Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)</b>
<b>T65</b>	<b>Temporary Water Pollution Control Details (Temporary High-Visibility Fence)</b>
	<b>ROADSIDE SIGNS</b>
<b>RS1</b>	<b>Roadside Signs - Typical Installation Details No. 1</b>
<b>RS2</b>	<b>Roadside Signs - Wood Post - Typical Installation Details No. 2</b>
<b>RS4</b>	<b>Roadside Signs - Typical Installation Details No. 4</b>

COUNTY OF LAKE

SPECIAL PROVISIONS

HILL ROAD P.M. 7.75 LANDSLIDE

REPAIR PROJECT

BID NO. 24-19

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

\*\*\*\*\*

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
066999	CONSTRUCTION STAKING	5

Add to section 1-1.07B:

County: County of Lake

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

SAP: Sampling and Analysis Plan

**Redefine the following definitions in section 1-1.07B to mean:**

- Dispose of:** Remove from job site. Receiving site must be pre-approved by the Engineer before hauling away.
- Department/Department of Transportation:** County of Lake, except where referencing websites or manuals
- Director:** Board of Supervisors, County of Lake
- Engineer:** The Director of Public Works, County of Lake acting either directly or through properly authorized agent or consultants.
- State:** County of Lake, except where referencing websites or manuals

**Replace "The Department" in the 1st paragraph in section 1-1.08 with:**

Caltrans

**Replace section 1-1.12 with:**

Make checks and bonds payable to the County of Lake.

\*\*\*\*\*

**2 BIDDING**

**Replace section 2-1.06A with:**

**2-1.06A General**

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

The County will receive sealed bids until 3:00 p.m. on the bid open date at QuestCDN.com. Bids received after this time will not be accepted.

The *Notice to Bidders and Special Provisions* includes the *Notice to Bidders*, and special provisions.

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.

A Non-Collusion Affidavit is included on-line at QuestCDN (Pub Contract Code § 7106). Submitting a bid also constitutes signature of the Non-Collusion Affidavit.

**Replace section 2-1.06B with:**

The County makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Included in the <i>Information Handout</i>	<ul style="list-style-type: none"> <li>• Geotechnical Report - Hill Road PM 7.75 Landslide Repair, Dated 12-08-2020</li> </ul>

The Information Handout is available at the same location as the bid documents.

**Add to section 2-1.07:**

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:

**John Everett  
Department of Public Works  
255 North Forbes Street  
Lakeport, California 95453-4790  
Fax No. (707) 263-7748**

**Delete “for a non-federal-aid contract” from Item #2 of the 2nd paragraph in section 2-1.10.**

**Replace section 2-1.11 with:**

**2-1.11 IN-USE OFF-ROAD DIESEL-FUELED VEHICLE LIST**

Section 2-1.11 applies to non-informal-bid contracts.

Complete and submit the In-Use Off-Road Diesel-Fueled Vehicle List form under section 2-1.33.

On the In-Use Off-Road Diesel-Fueled Vehicle List form, list each fleet used by you or your subcontractor to perform work and is subject to 13 CCR § 2449 et seq. Submit a copy of a valid Certificate of Reported Compliance (13 CCR § 2449, subdivision (n)) for each fleet listed on the form within 10 days of bid opening. Failure to list a fleet used by you or your subcontractor to perform work on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid. Failure to submit the Certificate of Reported Compliance for a fleet listed on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid.

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

**2-1.12B(4) DBE Running Tally of Attainments**

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

**Replace section 2-1.33A with:**

Complete the forms online at QuestCDN. Forms must be completed before a bid can be submitted.

Any Bid may 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.

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.

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 on QuestCDN up until the bid opening time deadline without having to first "unsubmit" the bid. Changes to other documents associated with the bid proposal will require the document to be unsubmitted and the corrected form to be resubmitted.

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

**Replace section 2-1.33B with:**

**2-1.33B Bid Form Submittal Schedules**

**2-1.33B(1) General**

The *Bid* book includes forms specific to the Contract. The deadlines for the submittal of the forms vary depending on the requirements of each Contract. Determine the requirements of the Contract and submit the forms based on the applicable schedule specified in section 2-1.33B.

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

**2-1.33B(2) Federal-Aid Contracts**

**2-1.33B(2)(a) General**

Section 2-1.33B(2) applies to a federal-aid contract.

**2-1.33B(2)(b) Contracts with a DBE Goal**

**2-1.33B(2)(b)(i) General**

Section 2-1.33B(2)(b) applies if a DBE goal is shown on the *Notice to Bidders*.

**2-1.33B(2)(b)(ii) Bid Form Submittal**

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a Federal-Aid Contract with a DBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
In-Use Off-Road Diesel-Fueled Vehicle List	10 days after bid opening
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid
DBE Commitment	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
DBE Confirmation	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
DBE Good Faith Efforts Documentation	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>

<sup>a</sup>Submit only if you choose the option.

<sup>b</sup>If the last day for submitting the bid form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

**2-1.33B(2)(b)(iii) Reserved**

**2-1.33B(2)(c) Contracts without a DBE Goal**

**2-1.33B(2)(c)(i) General**

Section 2-1.33B(2)(c) applies if a DBE goal is not shown on the *Notice to Bidders*.

**2-1.33B(2)(c)(ii) Bid Form Schedule**

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a Federal-Aid Contract without a DBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration numbers	10 days after bid opening
In-Use Off-Road Diesel-Fueled Vehicle List	10 days after bid opening
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid

<sup>a</sup>Submit only if you choose the option.

**2-1.33B(2)(c)(iii) Reserved**

**2-1.33B(2)(d)–2-1.33B(2)(h) Reserved**

**2-1.33B(3) Non-Federal-Aid Contracts**

**2-1.33B(3)(a) General**

Section 2-1.33B(3) applies to non-federal-aid contracts.

**2-1.33B(3)(b) Contracts with a DVBE Goal**

**2-1.33B(3)(b)(i) General**

Section 2-1.33B(3)(b) applies if a DVBE goal is shown on the *Notice to Bidders*.

**2-1.33B(3)(b)(ii) Bid Form Submittal**

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a Non-Federal-Aid Contract with a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number for a joint-venture contract
For a joint-venture contract, copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid
In-Use Off-Road Diesel-Fueled Vehicle List	10 days after bid opening
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid
Certified DVBE Summary	No later than 4 p.m. on the 4th business day after bid opening
California Company Preference	Time of bid
Request for Small Business Preference or Non–Small Business Preference <sup>a</sup>	Time of bid
Certified Small Business Listing for the Non–Small Business Preference <sup>a</sup>	No later than 4 p.m. on the 2nd business day after bid opening

<sup>a</sup>Submit only if you choose the option or preference.

**2-1.33B(3)(b)(iii) Reserved**

**2-1.33B(3)(c) Contracts without a DVBE Goal**

**2-1.33B(3)(c)(i) General**

Section 2-1.33B(3)(c) applies if a DVBE goal is not shown on the *Notice to Bidders*.

**2-1.33B(3)(c)(ii) Bid Form Submittal**

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a Non-Federal-Aid Contract without a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number for a joint-venture contract
For a joint-venture contract, copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid
In-Use Off-Road Diesel-Fueled Vehicle List	10 days after bid opening
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid
California Company Preference	Time of bid
Certified DVBE Summary <sup>b</sup>	No later than 4 p.m. on the 4th business day after bid opening
Request for Small Business Preference or Non-Small Business Preference <sup>a</sup>	Time of bid
Certified Small Business Listing for the Non-Small Business Preference <sup>a</sup>	No later than 4 p.m. on the 2nd business day after bid opening

<sup>a</sup>Submit only if you choose the option or preference.

<sup>b</sup>Submit only if you obtain DVBE participation or you are the apparent low bidder, 2nd low bidder, or 3rd low bidder and you choose to receive the specified incentive.

**2-1.33B(3)(c)(iii) Reserved**

**2-1.33B(3)(d)–2-1.33B(3)(h) Reserved**

**2-1.33B(4)–2-1.33B(9) Reserved**

**Replace section 2-1.34 with:**

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 Lake.

The sample form of Bidder's Bond will be found on the QuestCDN site under each project up for bid.

**Add to section 2-1.46:**

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.

**Add to section 2-1.49:**

Failure to fulfill the requirements of these Contract documents may subject you to a determination of bidder's responsibility if you are the apparent low bidder on future public works contracts.



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### 3 CONTRACT AWARD AND EXECUTION

**Add to section 3-1.02A:**

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.

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.

**Replace section 3-1.02B with:**

The Department breaks a tied bid with a coin toss.

**Replace section 3-1.04 with:**

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 written,
2. state the specific basis of the appeal,
3. request a determination of the protest issue,
4. 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 Lake. 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 within fifteen (15) days of the execution of the Agreement by the COUNTY. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the COUNTY and YOU. If the NOTICE TO PROCEED has not been issued within the fifteen (15) day period or within the period mutually agreed upon, YOU may terminate the Agreement without further liability on the part of either party.

If the County awards the contract, the award is made to the lowest responsible bidder within 60 days. This period may be subject to extension for such further period as agreed upon in writing between the Department and you.

**Replace section 3-1.05 with:**

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 available on the QuestCDN site under each project up for bid.

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) 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.

**Replace section 3-1.08 with:**

Caltrans has established an overall 25 percent small business participation goal. Caltrans is tracking small business participation on all contracts to determine whether the goal is achieved.

**Replace section 3-1.11 with:**

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

**Replace section 3-1.18 with:**

The successful bidder must sign the Contract form.

Deliver to the County of Lake, Public Works Department, Courthouse, 255 North Forbes Street, Lakeport, California 95453:

1. Signed Contract form, including the attached form FHWA-1273
2. Contract bonds
3. Documents identified in section 3-1.07

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 (Public Contract Code §§ 10181, 10182, and 10183).

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**4 SCOPE OF WORK**

**Replace section 4-1.06B with:**

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, 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. 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 for any effects caused on unchanged work.

Any contract adjustment warranted due to differing site conditions will be made under the provisions in Section 4-1.05.

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## 5 CONTROL OF WORK

### Add to section 5-1.02:

Your subcontract and any lower tier subcontract must include the "Required Contract Provisions Federal-Aid Construction Contracts" under Section 7-1.11 of the Standard Specifications. Noncompliance must be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or that become due, until correction is made. Failure to comply may result in termination of the contract.

### Replace the 2nd sentence in paragraph 3 of section 5-1.13A with:

For a list of debarred contractors, go to the Department of Industrial Relations' website at [http://www.dir.ca.gov/dir/Labor\\_law/DSLE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DSLE/Debar.html).

### Add to section 5-1.13A:

Your subcontractors will perform the work and supply the materials they are listed for unless you have prior written authorization to perform the work with other forces or obtain the materials from other sources.

**Add to section 5-1.13B(1):**

Notify the Engineer of any changes to the DBE participation prior to the start of the DBE contractor's work.

**Add before the last paragraph of section 5-1.13B(2):**

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

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

**5-1.13E Prompt Payment**

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information through the Department's prompt payment monitoring system at <https://caltrans.dbesystem.com>:

1. Subcontractor's or entity's business name
2. Description of work performed
  - 2.1. Bid item numbers or change order numbers
  - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

Your subcontractors and other entities may validate payments received using the prompt payment monitoring system.

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

**Add to section 5-1.20B(1):**

**GRADING PERMIT**

You must obtain a Grading Permit from the County before beginning work. Grading permit may be required for material sites, check with the County. Forms can be found at <https://www.lakecountyca.gov/504/Grading>

Or you can get them at:

Community Development Department  
255 North Forbes Street  
Lakeport, California 95453-4790  
Telephone (707) 263-2221 Planning Division Office  
Fax No. (707) 263-2225 Planning Division Office

Fee will apply.

**Replace section 5-1.24 with:**

**5-1.24 CONSTRUCTION SURVEYS**

**5-1.24A General**

**5-1.24A(1) Summary**

Section 5-1.24 includes specifications for furnishing and setting construction stakes and markers to establish the lines and grades required for the completion of the work and as necessary for the Engineer to check lines, grades, alignment and elevations.

You must perform construction staking as necessary to control the work. Furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section.

You must follow all procedures, methods, and typical stake markings under Chapter 12, Construction Surveys, of the Caltrans publication "Surveys Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

**5-1.24A(2) Definitions**

Not Used

**5-1.24A(3) Submittals**

You must submit all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer before beginning work that requires their use.

Upon completion of construction staking and before acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the County.

**5-1.24A(4) Quality Assurance**

Not Used

**5-1.24B Materials**

Not Used

**5-1.24C Construction**

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

**5-1.24D Payment**

The Department pays you for construction staking as follows:

1. A total of 90 percent of the item total over the life of the contract.
2. A total of 100 percent of the item total upon submission of final computations, notes and other data.

**Add to the end of section 5-1.32:**

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

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## 6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

### 6-1.03B Submittals

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

Not Used

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

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

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

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

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

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

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

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

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

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

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead

in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

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

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

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

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

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

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

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

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

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

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

The analytical test results must demonstrate that the local material:

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



6 Complies with the RWQCB's water quality objectives for the job site location

**6-1.03C Local Material Management**

Do not place local material until authorized.

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

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

**Replace section 6-1.04 with:**

**6-1.04 BUY AMERICA**

**6-1.04A General**

Buy America requirements do not apply to the following:

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

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

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

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

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

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

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

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

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

**6-1.04D Manufactured Products**

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

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

**6-1.04E Construction Materials**

The following construction materials must be produced in the United States under standards in 2 CFR 184.6:



**Add to section 7-1.02M(2):**

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and one 5-gallon water-filled backpack fire pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234.

Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

**Add to section 7-1.03:**

You are responsible for contacting local newspapers, radio stations and other appropriate media in sufficient time to provide the public with at least 15 days' notice of restricted access in the project area. This notice must specify the dates of restricted access and/or closures. Prior to issuing any public announcement, you will submit proposed announcement for approval.

**Add to section 7-1.04:**

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure must be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators must be not more than the spacing used for the lane closure.

Suspended loads or equipment must not be moved nor positioned over public traffic or pedestrians.

**Delete the 24th paragraph of section 7-1.04.**

**Add before the 1st paragraph of section 7-1.05A:**

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 Lake  
Quincy Engineering, Inc.**

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

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

**Replace sections 7-1.06B through 7-1.06I with:**

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 One Million dollars (\$1,000,000.00) combined single limit coverage per occurrence and if the policy includes an aggregate limit, the aggregate limit must be at least Two Million dollars (\$2,000,000) 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.

(D) 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.

**Add after the 1st paragraph in section 7-1.11A:**

Use of United States –flag vessels:

The contractor agrees –

1. To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved,

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

Replace section 7-1.11B with:

**7-1.11B FHWA-1273**



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

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

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

#### 10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt, 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

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

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a, through 3.c, of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and  
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

#### VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704), 29 CFR 1926.10.

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

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

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

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**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. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency. 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification. 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

\* \* \* \* \*

**3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment, 2 CFR 180.325.

\*\*\*\*\*

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

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

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

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

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

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**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 Part 20, App. A.

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

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

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

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

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

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

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**  
This provision is applicable to all Federal-aid projects funded  
under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

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

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

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

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## 8 PROSECUTION AND PROGRESS

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

### **8-1.04C Delayed Start**

Section 8-1.04B does not apply.

Start job site activities on the date stated in the Notice to Proceed. This work shall be diligently prosecuted to completion before the expiration of 130 WORKING DAYS beginning on the date specified in the Notice to Proceed.

The Contractor shall pay to the County of Lake the sum of \$ 4,200 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

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

1. CPM baseline schedule
2. WPCP or SWPPP, whichever applies

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

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

1. Caltrans Notice of Materials To Be Used form.

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## 9 PAYMENT

**Add to section 9-1.06:**

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.

**Replace "Department's" in the 5th paragraph of section 9-1.07A with:**

Caltrans

**Delete section 9-1.11.**

**Add to section 9-1.16E(1):**

The bid amount for the contract items of work is the maximum value the County recognizes for progress payment purposes unless approved change order work increases this amount.



**Replace section 9-1.16F with:**

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

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 law (49CFR26.29) 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 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 nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

You will have the right to substitute securities for the retention under Public Contract Code § 22300. 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.

**Replace the 3rd and 4th paragraph of section 9-1.17D(3) with:**

The Director of Public Works will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer's authorized representative.

A Claim Review Board, appointed by the Director of Public Works, will review such claims and make a written recommendation. The Contractor may meet with the Claims Review Board to make a presentation in support of such claims with the Engineer's authorized representative present.

**Replace section 9-1.22 with:**

Pub Cont Code § 9204 provides for the resolution of contract claims, effective until January 1, 2027.

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## DIVISION II GENERAL CONSTRUCTION

### 12 TEMPORARY TRAFFIC CONTROL

#### Add to section 12-3.11D:

Payment for portable construction area signs are included in the payment for traffic control system.

#### Replace section 12-3.20 with:

### **12-3.20 TEMPORARY BARRIER SYSTEMS**

#### **12-3.20A General**

##### **12-3.20A(1) Summary**

Section 12-3.20 includes specifications for placing, maintaining, repairing, and removing temporary barrier systems.

Temporary barrier system consists of:

1. New or undamaged used interconnected barrier segments
2. Segment connection hardware
3. Stakes and anchor bolts

##### **12-3.20A(2) Definitions**

**clear area width:** Minimum width throughout the length of the barrier system that must be maintained clear of obstructions, objects, and work resources during non-working hours. The width is measured perpendicular from the non-traffic side toe.

**set back distance:** Space measured between the closest toe of temporary barrier and the edge of traveled way for each direction of traffic.

##### **12-3.20A(3) Submittals**

Submit as informational submittal for each type of temporary barrier system:

1. Certificate of compliance.
2. Manufacturer's installation instructions except for Type K temporary railing and temporary concrete barrier with cross bolt.
3. Manufacturer's QC test results and daily production log, through the Data Interchange for Materials Engineering (DIME) website. QC test results must include the concrete mix design number, barrier stamped ID, and must be submitted within 3 business days of QC test completion.

Submit test reports for cross bolts that certify compliance with the applicable ASTM requirements. The test reports must be from a laboratory that is accredited to International Standards Organization/International Electrotechnical Commission 17025 by the American Association for Laboratory Accreditation (A2LA) or the ANSI-ASQ National Accreditation Board.

Submit a signed manufacturer's replacement evaluation report within 10 days of damage to a temporary steel barrier system.

##### **12-3.20A(4) Quality Assurance**

###### **12-3.20A(4)(a) General**

Temporary barrier systems must comply with MASH Test Level 3 except for Type K temporary railing.

Except for Type K temporary railing and temporary concrete barrier with cross bolt, temporary barrier systems must:

1. Be on the Authorized Materials List for highway safety features

2. Comply with the manufacturer's drawings shown on the Department's Division of Safety Programs website and the manufacturer's installation instructions

If a discrepancy exists, governing ranking in descending order is:

1. These specifications
2. Manufacturer's drawings
3. Manufacturer's installation instructions

QC sampling, testing, and inspection personnel must have an ACI Concrete Field-Testing Technician, Grade I certification.

Temporary concrete barrier segments must:

1. Comply with the requirements for tier 3 precast concrete in section 90-4
2. Be fabricated at a plant on the Authorized Facility Audit List

Concrete must be sampled and tested at the minimum frequencies shown in the following table.

<b>Concrete QC Tests</b>		
Quality characteristic	Test method	Minimum testing frequency
Compressive strength	ASTM C172/C172M, ASTM C31/C31M, and ASTM C39/C39M	Once per 300 cu yd of concrete cast, or every day of casting, whichever is more frequent
Slump	ASTM C143/C143M	
Temperature at time of mixing	ASTM C1064/C1064M	
Density	ASTM C138	Once per 600 cu yd of concrete cast or every 7 days of batching, whichever is more frequent
Air content	ASTM C231/C231M or ASTM C173/C173M	If concrete is air entrained, once for each set of cylinders, and when conditions warrant

A daily production log of PC activities must be maintained under section 90-4.01C(4).

#### **12-3.20A(4)(b) Quality Control**

Replace damaged temporary concrete barrier segments with exposed reinforcing steel or concrete spalls 1-1/2 inches in depth and 4 inches in width or greater.

Replace damaged temporary steel barrier segments with permanent bends, tearing, or buckling as described in the signed manufacturer's replacement evaluation report.

Realign temporary barrier system within 2 days of impact or displacement when displaced more than 3 inches except when the temporary barrier system is displaced into a traveled lane realign immediately.

#### **12-3.20B Materials**

##### **12-3.20B(1) General**

Temporary barrier segment must:

1. Be a minimum 31-1/2 inches in height
2. Have at least two lifting holes
3. Be designed to be used with temporary traffic screen when required

Temporary barrier segment may have your name or logo on each barrier segment. The name or logo must be no more than 4 inches in height and must be located no more than 12 inches above the bottom of the barrier segment.

### **12-3.20B(2) Temporary Concrete Barriers**

#### **12-3.20B(2)(a) General**

Temporary concrete barrier segment must:

1. Be precast concrete with a minimum 4,000-psi compressive strength.
2. Have reinforcement steel that complies with section 52.
3. Have a finished surface that complies with section 51-1.03F(2).
4. Include the manufacturer's name, lot number, and month and year of manufacture stamped on the top of each barrier segment except for Type K temporary railing. The stamped information must be:
  - 4.1. No more than 6 inches in height.
  - 4.2. No more than 12 inches in length.
  - 4.3. From 3/16 to 1/4 inch in depth.
  - 4.4. Centered on the top width of the barrier segment.

Segment connection hardware must be one of the following:

1. Steel bar loops and connecting pins
2. "J" hook steel plates
3. Cross bolts

Steel bar loops must comply with ASTM A36/A36M.

Connecting pins must comply with ASTM A307. A round bar of the same diameter may be substituted for the connecting pins. 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

"J" hook steel plates must be a minimum 18 inches in height.

Cross bolt hardware includes:

1. Cross bolts
2. Nuts complying with ASTM A563
3. Hardened washer complying with ASTM F436, Type 1
4. Plate washer complying with ASTM A36/A36M and galvanized post fabrication under section 75-1.02B

Cross bolts must:

1. Be a 7/8-inch bolt or threaded rod and comply with one of the following:
  - 1.1. HS threaded rod ASTM 193, Grade B7
  - 1.2. HS threaded rod ASTM A449, Type 1
  - 1.3. HS nonheaded anchor bolt ASTM F1554, Grade 105, Class 2A
2. Have a permanent grade symbol and manufacturer's identifier

Epoxy adhesive must have a minimum 1650 psi bond strength, except for temporary barrier with "J" Hooks.

#### **12-3.20B(2)(b) Temporary Concrete Barrier with "J" Hooks**

The steel stakes must be 1-1/2 inches in diameter and 48 inches long.

Anchor hardware must include:

1. Anchor bolt insert 1-inch diameter, 6-inch long
2. Hex head bolt 1-inch diameter with a minimum length of 11 inches plus thickness of asphalt overlay
3. Plate washer 3/8-inch by 3-inch by 3-inch
4. Retainer ring

**12-3.20B(2)(c) Temporary Concrete Barrier with Cross Bolt**

Reinforcement steel must comply with ASTM A615/ASTM A706, Grade 60.

Reinforcement steel must be galvanized under section 52-3, when shown.

Combinations of reinforcing steel and welded wire reinforcement are authorized. Welded wire reinforcement must comply with ASTM A1064.

Temporary barrier segments must comply with the tolerances shown in the following table:

Dimension	Tolerance
Length	±1 in
Insert Placement	±1/2 in
Horizontal Alignment	±1/8 in per 10 feet of length
Deviation of Ends	
Horizontal Skew	±1/4 in
Vertical Batter	±1/8 in per foot of depth

Stakes must:

1. Comply with ASTM A36/A36M-14 or ASTM A529-14 Grade 50
2. Be 1-1/2-inch-diameter-by-48-inch-long
3. Have a plate 1/2-by-3-1/2-by-3-1/2-inch welded 2 inches down from the upper end using a 1/4-inch fillet weld under AWS D1.1 or D1.4

Anchor bolts must:

1. Be a threaded rod, 1-1/8-inch-diameter-by-10-1/2-inch-long
2. Comply with ASTM 307
3. Include a nut complying with ASTM A563
4. Include a plate washer:
  - 4.1. 1/2-by-3-1/2-by-3-1/2-inch with a 1-1/4-inch diameter hole in the center
  - 4.2. Complying with ASTM A36/A36M
  - 4.3. Galvanized post fabrication under section 75-1.02B

**12-3.20B(2)(d) Type K Temporary Railing**

Anchor bolts must:

1. Be a threaded rod, 1-inch-diameter-by-15-1/2-inch-long
2. Comply with ASTM 307
3. Include a nut complying with ASTM A563
4. Include a plate washer:
  - 4.1. 3/8-by-2-1/2-by-3-inch with a 1-1/8-inch diameter hole in the center
  - 4.2. Complying with ASTM A36/A36M
  - 4.3. Galvanized post fabrication under section 75-1.02B

**12-3.20B(2)(e)–12-3.20B(2)(g) Reserved**

**12-3.20B(3) Temporary Steel Barriers**

Temporary steel barriers segment must:

1. Be galvanized steel.
2. Have a joint connection.
3. Include permanent identification information with no more than 6 inches in height and 12 inches in length and centered on the top width of the segment. The identification information must include:
  - 3.1. Manufacturer's name.

- 3.2. Serial number.
- 3.3. Lot number.
- 3.4. Month and year of manufacture.

**12-3.20B(4)–12-3.20B(9) Reserved**

**12-3.20B(10) Temporary Terminal Sections**

Reserved

**12-3.20C Construction**

**12-3.20C(1) General**

Clean temporary barrier segments at time of installation and at least every 6 months thereafter.

Install the temporary barrier system based on the requirements shown in the following table:

**Minimum Clear Area Width**

Barrier	Configuration	Height differentials 3 feet or less (ft)	Height differentials greater than 3 ft up to 8 feet (ft)	Edge of deck or height differentials greater than 8 feet (ft)	Fixed objects, falsework members, or temporary supports <sup>a</sup> (ft)
12'-6" temporary concrete barrier with "J" hooks	Freestanding	3	4	8	7
	3 stakes per segment traffic side	1	1	2	3
	2 anchor bolts per segment traffic side	1	1	2	3
20-foot temporary concrete barrier with "J" hooks	Freestanding	3	4	8	7
	4 stakes per segment traffic side	1	1	2	3
	3 anchor bolts per segment traffic side	1	1	2	3
50-foot temporary steel barrier	Staked or anchored at both ends only	6	7	9	10
	Staked or anchored every 250 feet	5	6	8	9
	Staked or anchored every 33 feet	1	1	3	4
10-foot, 20-foot & 30-foot temporary concrete barrier with cross bolts	Freestanding	1	2	5	5
20-foot Type K temporary railing	Freestanding	2	3	8	7
	2 stakes or 2 anchor bolts per segment traffic side	1	1	3	4
	4 stakes or 4 anchor bolts per segment	N/A	N/A	3	3

<sup>a</sup>The minimum clear area width to a falsework or temporary support footing can be 2 feet less than the clear area width shown. Measure clear area width to the footing edge closest to traffic.

Stake temporary barrier systems when placed on an asphalt concrete surface.

Anchor temporary barrier systems when placed on a concrete surface. For bridge decks, confirm the anchor will not penetrate closer than 1-1/2 inches from the bottom of the deck before placement. When temporary barrier is not shown, request the Engineer to verify the bridge deck thickness.

Stake or anchor a minimum 20 feet of temporary concrete barrier at each end of the temporary barrier system. For:

1. Temporary concrete barrier with "J" hooks, place a minimum of 6 stakes or anchors at each end, 3 on each side.
2. Temporary concrete barrier with cross bolts, place a minimum of 6 stakes or anchors at each end, 3 on each side.
3. Type K temporary railing, place 4 stakes or anchors at each end, 2 on each side.

For installations on concrete surfaces, drill holes and bond threaded rods or dowels under section 51-1.03E(5). Do not drill the top of supporting beams or girders, bridge expansion joints, or drains.

Install stakes and anchor bolts so the heads do not project above the top of the temporary barrier pocket profile.

For the approach zone before the protected area, place a minimum:

1. 60 feet temporary barrier on facilities with a posted speed of 45 mph or less
2. 100 feet temporary barrier on facilities with a posted speed greater than 45 mph

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

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

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

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

Install a reflector on the top or face of barrier segments placed within 10 feet of a traffic lane. Space reflectors at approximately 20-foot intervals. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Install a Type P marker panel complying with section 82 at:

1. Each end of a temporary barrier system placed adjacent to a two-lane, two-way highway
2. The end facing traffic for a temporary barrier system installed adjacent to a one-way roadbed
3. The end of the skew nearest the traveled way when a temporary barrier system is placed on a skew

Maintain a minimum height of 31-1/2 inches above surface for temporary barrier. For paving activities adjacent to temporary barrier, do not pave within 2 feet of the barrier segments unless authorized. For paving under the temporary barrier, remove and reset the barrier.

Remove temporary barrier systems when no longer required for the work. Remove stakes and anchor bolts so that minimal damage is done to surface.

After removing the temporary barrier systems:

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 temporary barrier.
2. Remove all threaded rods or dowels to a depth of at least 1 inch below the top of a concrete surface. Fill the resulting holes with mortar under section 51-1 except cure the mortar by the water method or by the curing compound method using curing compound no. 6.
3. Repair a damaged asphalt surface by providing a clean, smooth edge around the damaged area. Repair any heaving caused by stake removal to provide a uniform surface. Remove loose debris and use compressed air to clean out the stake hole. Comply with manufacturer's requirements except fill the stake hole with grout to existing pavement elevation under section 51-1.



If the Engineer orders a lateral move of a temporary barrier system and repositioning is not shown, the lateral move is change order work except for work area access, clear area width compliance, or because of your means and methods to perform the work.

**12-3.20C(2) Temporary Concrete Barriers**

**12-3.20C(2)(a) General**

Before placing temporary concrete barrier on the job site and after each described relocation, paint the exposed surfaces of the segments with white paint complying with specifications for acrylic emulsion paint for exterior masonry.

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

Install temporary barrier systems with the last segment extending a minimum of 60 feet past the length of the protected area.

**12-3.20C(2)(b) Temporary Concrete Barrier with "J" Hooks**

Install a minimum 200 feet of temporary concrete barrier with "J" hooks.

Place the temporary barrier system on a concrete or asphalt concrete surface. The asphalt concrete surface must have a minimum 2 inches of asphalt concrete over 6 inches of compacted subbase.

Install two parallel temporary barrier systems, one for each direction of travel, when placed between two-way traffic. Maintain the minimum clear area as shown in the table titled "Minimum Clear Area Width" between the two systems. Maintain a minimum 1-foot set back distance.

**12-3.20C(2)(c) Temporary Concrete Barrier with Cross Bolts**

Install a minimum 210 feet of temporary concrete barrier with cross bolts.

Place the temporary barrier system on a concrete or asphalt concrete surface.

Do not stake or anchor down temporary barrier system, except for 20 feet at end of the barrier system.

Intermix segments of different lengths within a temporary barrier system when necessary.

For a temporary barrier system placed on a curved layout, maintain the minimum curve radius shown in the following table:

Segment length (ft)	Curve radius (ft)
10	125
20	265
30	400

Maintain a minimum 1-foot set back distance when placed between two-way traffic.

**12-3.20C(2)(d) Type K Temporary Railing**

Do not install Type K temporary railing on projects advertised after December 31, 2026.

Install a minimum 160 feet of Type K temporary railing.

Excavate and backfill under section 19-3.

Do not compact earth fill placed behind Type K temporary railing in a curved layout.

Place temporary barrier system on a firm, stable surface. Grade the area to provide a uniform bearing surface throughout the entire length of the system.

Anchor or stake down the first and last segment and every other segment with four stakes as shown when placed between two-way traffic. Maintain a minimum 1-foot set back distance.

**12-3.20C(2)(e)–12-3.20C(2)(g) Reserved**

**12-3.20C(3) Temporary Steel Barriers**

**12-3.20C(3)(a) General**

Install temporary barrier system under manufacturer's instructions.

**12-3.20C(3)(b) 50-Foot Temporary Steel Barriers**

Use 50-foot temporary steel barriers with or without rubber pads.

Install a minimum 250 feet of 50-foot temporary steel barrier. The last segment must extend a minimum 25 feet past the length of the protected area.

Place the temporary barrier system on a concrete or asphalt concrete surface. Do not place the system on a dirt surface.

Anchor or stake down the first and last segment of the temporary barrier system.

Maintain a minimum radius of 800 feet for segments placed on a curved layout. For tighter curves down to a 250-foot radius, contact the manufacturer before installation and provide manufacturer's written recommendation for the installation.

Maintain a minimum 2-foot set back distance on both sides of a temporary barrier system used with traffic on both sides of the barrier.

**12-3.20C(3)(c)–12-3.20C(3)(h) Reserved**

**12-3.20C(4)–12-3.20C(9) Reserved**

**12-3.20C(10) Temporary Terminal Sections**

Reserved

**12-3.20D Payment**

The payment quantity for types of temporary barrier systems is the length measured along the top of the barrier segments.

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

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

1. Friday after 3:00 p.m.
2. Saturday
3. Sunday
4. Designated holidays
5. Special days

**Add to the end of section 12-4.02C(3)(a):**

Keep a minimum of 1 paved traffic lane at least 11 feet wide open for traffic in each direction of travel.

AA

## 13 WATER POLLUTION CONTROL

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

This project's risk level is [Risk Level 2](#).

AA

## 14 ENVIRONMENTAL STEWARDSHIP

### Add to the end of section 14-1.02:

Before starting job site activities, install [temporary high-visibility fence where shown](#).

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

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

#### Regulated Species

<a href="#">Migratory Birds</a>
---------------------------------

### Replace the 2nd paragraph of section 14-6.03B with:

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to August 31.

### Replace the list in the 2nd paragraph of section 14-6.03D(1) with:

1. Perform a preconstruction survey for regulated species within the project area
2. Prepare, submit, and sign notifications and reports

### Add to section 14-6.03D(1):

Survey the job site for regulated species and submit a preconstruction survey report within 7 days before starting work.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed

### Replace section 14-6.05 with:

#### 14-6.05 INVASIVE SPECIES CONTROL

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

Comply with section 13-4.03E(3).

The following invasive species are present at this job site:

<u>Invasive Species</u>
<u>Reed Canary Grass</u>
<u>Himalayan Blackberry</u>
<u>English Ivy</u>

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

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

Update the list of vehicles and equipment as needed.

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

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

Do not clean vehicles, equipment, or tools at locations near sensitive habitat or waterways at the job site. Clean vehicles and equipment every time before it enters or leaves a sensitive habitat. Within project limits, implement the following protection measures:

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

**Replace the 2nd paragraph of section 14-8.02 with:**

Construction operations are restricted to daylight hours, Monday to Friday from 7:00 a.m. to 7:00 p.m.



## 19 EARTHWORK

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

Double handling of earthwork materials may be required.

Do not remove material shown as roadway excavation (slide removal), stage 2 until after the stitch pile wall is complete and its concrete has reached specified strength. You are permitted to regrade this material to for equipment access.

### **Add to section 19-1.03B:**

Material described as roadway excavation (unsuitable material) must be removed as described and interrupt the rupture surface of the slide and may be reused. Removed soil must be mixed and placed back in the excavation as compacted fill. Compact soil to a minimum of 90% relative compaction. Perform this work immediately after completed roadway excavation (slide removal) activities.

### **Add to section 19-1.04:**

Payment for double handling of earthwork materials is included in the payment for roadway excavation.

### **Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:**

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

### **Add between the 8th and 9th paragraphs of section 19-2.03G:**

Roughen embankment slopes to receive erosion control materials by either track-walking or rolling with a sheepsfoot roller. Track-walk slopes by running track-mounted equipment perpendicular to the slope contours.

Roughen excavation slopes and flat surfaces to receive erosion control materials by scarifying to a depth of 4 inches.

### **Add to the end of section 19-3.02E:**

Slurry cement backfill may contain returned plastic concrete.

Slurry cement backfill containing returned plastic concrete must comply with the specifications for concrete containing returned plastic concrete.

### **Add to section 19-3.04:**

Structure excavation for [stitch pile](#) at locations not shown as structure excavation (Type D) and where ground or surface water is encountered is paid for as structure excavation ([retaining wall](#)).

Structure excavation and structure backfill material for placing pipe trenches is paid for as 12" Plastic Pipe or 18" Plastic Pipe. Structure excavation and placement of permeable material placed within the limits of underdrains is paid for as 6" Perforated Plastic Pipe Underdrain.

**Replace item 3 in the list in the 6th paragraph of section 19-3.04 with:**

- 3. Structure excavation more than 1 foot from the depth shown is paid for as a work-character change if you request an adjustment or the Engineer orders an adjustment.

AA

## **21 EROSION CONTROL**

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

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

AA

## **DIVISION V SURFACINGS AND PAVEMENTS**

### **39 ASPHALT CONCRETE**

**Replace the 2nd paragraph of section 39-2.01D with:**

Payment for tack coat is included in the payment for hot mix asphalt.

**Replace *Reserved* in section 39-2.02B(3) with:**

The grade of asphalt binder for Type A HMA must be [PG 64-16](#).

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

**Add to the beginning of section 39-2.02C:**

Use a material transfer vehicle when placing Type A HMA if:

- 1. Quantity of HMA to be paved is greater than 1,000 tons.
- 2. Any of the following exists:
  - 2.1. Paving is allowed and the ambient air temperature is below 70 degrees F.
  - 2.2. Time from discharge to truck at the HMA plant until transfer to the paver's hopper is 90 minutes or greater.

AA

# DIVISION VI STRUCTURES

## 49 PILING

### Add to section 49-1.03:

Expect difficult pile installation due to the presence of groundwater, weak clay layer, cobbles and weathered rock.

Pile excavation is anticipated to be completed by typical heavy foundation drilling equipment, but the use of downhole hammers, coring buckets, or other measures may be required to reach planned excavation elevations if cobbles, boulders, or fresher rock are encountered above planned tip elevations. Temporary casings may be required to control seepage and caving during drilling.

### Replace section 49-3.02A(3)(a) with:

#### 49-3.02A(3)(a) General

Submit as an informational submittal the proposed drilling equipment operational capacities or descriptions for:

1. Downward force in lb
2. Torque in ft-lb
3. Rotational speed in rpm
4. Rate of penetration in ft/hr
5. Number and type of drilling cutters or drilling teeth on drilling tool

### Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac GCV	CETCO CONSTRUCTION DRILLING PRODUCTS 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412



Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

Offices of Structure Design  
P.O. Box 168041  
MS# 9-4/11G  
Sacramento, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

**SlurryPro CDP**

Quality characteristic	Test method	Requirement
Density: During drilling (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity: During drilling (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–120
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

**Super Mud**

Quality characteristic	Test method	Requirement
Density: During drilling (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity: During drilling (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	32–60
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac GCV synthetic slurry must comply with the requirements shown in the following table:

**Shore Pac GCV**

Quality characteristic	Test method	Requirement
Density: During drilling (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity: During drilling (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	33–74
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 57
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

**Terragel or Novagel Polymer**

Quality characteristic	Test method	Requirement
Density: During drilling (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 67.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity: During drilling (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	45–104
Before final cleaning and immediately before placing concrete (sec/qt)		≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

**BIG-FOOT**

Quality characteristic	Test method	Requirement
Density: During drilling (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 64.0 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		≤ 64.0 <sup>a</sup>
Viscosity: During drilling (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	30–125
Before final cleaning and immediately before placing concrete (sec/qt)		55–114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

**POLY-BORE**

Quality characteristic	Test method	Requirement
Density: During drilling (pcf)	Mud weight (density), API RP 13B-1, section 5	62.8-65.8 <sup>a</sup>
Before final cleaning and immediately before placing concrete (pcf)		62.8-64.0 <sup>a</sup>
Viscosity: During drilling (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50-80
Before final cleaning and immediately before placing concrete (sec/qt)		50-80
pH	Glass electrode pH meter or pH paper	7.0-10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

**Add to section 49-3.02C(1):**

If the piling center-to-center spacing is less than 4 pile diameters, do not drill holes or drive casing for an adjacent pile until 24 hours have elapsed after concrete placement in the preceding pile and your prequalification test results for the concrete mix design show that the concrete will attain at least 1800 psi compressive strength at the time of drilling or driving.

Drilling equipment must be equipped with instrumentation to accurately measure the downward force in pounds. The instrumentation dial or display must be clearly visible for reading during operation.

^^^  
 ^^^

**76 WELLS**

**Replace section 76-1 with:**

**76-1 GENERAL**

**76-1.01 GENERAL**

**76-1.01A Summary**

Section 76-1 includes general specifications for protecting, adjusting, monitoring, and rehabilitating [inclinometers](#) and [piezometers](#).

Inclinometers and piezometers were installed in Borings A-19-001 and A-19-002. Inclinometers were installed to 50 ft depth and consisted of 2.75-in. diameter inclinometer casing manufactured by *Slope Indicator*. Two vibrating wire piezometers were installed in each borehole, one at 20 ft depth and the other at 40 ft depth. Upon installation in the borehole the annular space around the instruments were backfilled with cement grout.

**76-1.01B Definitions**

**Inclinometer:** A sensor that measures the magnitude of slope, tilt, elevation, or depression of an object.

**Piezometer:** An instrument placed in boreholes to monitor the pressure or depth of groundwater.

**76-1.01C Submittals**

**76-1.01C(1) General**

Submit permits before starting job site well activities.

**76-1.01C(2) Product Data**

Submit at least 5 copies of product data. Each copy must be bound together and include an index. The index must include equipment names, manufacturers, and model numbers. Two copies will be returned.

Product data must include catalog cuts, performance data, installation instructions, and additional documentation.

Catalog cuts must include:

1. Manufacturer's name
2. Catalog or part number
3. Size
4. Chemical composition
5. SDS
6. Installation instructions

**76-1.01D Quality Assurance**

**76-1.01D(1) General**

Not used.

**76-1.01D(2) Regulatory Requirements**

Work must comply with:

1. Ordinances of [Lake County](#)
2. *Water Well Standards*, Bulletin 74-81
3. *Water Well Standards*, Bulletin 74-90
4. Water Code, §§ 13750.5–13753

**76-1.01D(3) Permits**

Not used.

**76-1.01D(4) Quality Control**

**76-1.01D(4)(a) General**

Not Used

**76-1.01D(4)(b) Test Instrumentation**

Instrumentation for [piezometer](#) tests must indicate water depth within 10 seconds of the time specified. Water depth measurements must be accurate to within 0.5 feet.

**76-1.01D(4)(c) Well Development Tests**

Not used.

**76-1.01D(4)(d) Well Tests**

Not used.

**76-1.01D(4)(e) Water Quality Analysis**

Not used.

## **76-1.02 MATERIALS**

### **76-1.02A General**

Not used.

### **76-1.02B Drilling Fluid**

Not used.

### **76-1.02C Gravel Pack**

Not used.

## **76-1.03 CONSTRUCTION**

### **76-1.03A General**

Notify the Engineer at least 10 days before mobilization.

Mobilization, demobilization, and final cleanup includes the following:

1. Moving onto the [inclinometer](#) site
2. Setting up equipment
3. Removing tools, equipment, and machinery
4. Removing excess materials
5. Removing cuttings, drilling fluid, and rubbish
6. Filling in sumps and excavations
7. Restoring ground to original condition unless otherwise shown

When the [inclinometer](#) site is unattended, cover the opening. Maintain the borehole integrity.

The existing instruments should be protected in-place throughout construction. Existing inclinometers can be shortened to allow removal of soil near the top of the instrument. Shortened inclinometers will require reinitialization after completion of the modifications. Piezometer cabling should not be shortened.

Modification of inclinometer casing installations is necessary when the ground in the vicinity is being excavated, causing the top of the casing to stick up excessively. Casing repair may be necessary when it is damaged. Cut excessive guide casing at the closest 2-ft interval to be able to correlate new readings to previous data sets. If the guide casing length is not perfectly matched to the previous series of 2-ft increments, measure a new initial data sets to initiate a new datum.

Install a metal monument with a locking cap around the casing at the ground surface.

Calibrate inclinometers to measure ground movement within 0.5 inch of cumulative error.

Monitor inclinometers for slope movement during construction. The inclinometer and piezometer should be initialized prior to any grading operations. The inclinometer, piezometer, and flow from drainage elements are to be read/evaluated every week during grading. If movement greater than 1 inch per week is detected, stop construction, and notify the Engineer.

### **76-1.03B Formation Sample Collection**

Not used.

### **76-1.03C Well Disinfection**

Not used.

### **76-1.03D Video Survey**

Not used.

## **76-1.04 PAYMENT**

All work involved in this section at locations shown is paid for as Adjust and Monitor Inclinometers.

Proposed Repair: <b>Stitch Pile Wall with Improved Drainage</b>	Project Name: <b>Hill Road Landslide Repair MP 7.75</b>	Federal Project No: <b>ER - PR: 28C1(003)</b>
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U.S. Department of Transportation Federal Highway Administration California Division - Title 23 Damage Assessment Form (DAF)	DAF No.: MEM-LAK-002
	Sheet No.: 100% Plan Estimate
	Applicant: County of Lake - Public Works Department
	Agency EO Calc <input type="checkbox"/> EO contract <input type="checkbox"/> PR Calc <input checked="" type="checkbox"/>

Item Code	(F)	Quantity*	Unit*	Labor, Materials, and Equipment	Unit Price	Cost
66999		Lump Sum	LS	CONSTRUCTION STAKING	\$ 45,000.00	\$ 45,000.00
120100		Lump Sum	LS	TRAFFIC CONTROL SYSTEM	\$ 10,000.00	\$ 10,000.00
130100		Lump Sum	LS	JOB SITE MANAGEMENT	\$ 41,000.00	\$ 41,000.00
130300		Lump Sum	LS	PREPARE STORM WATER POLLUTION PREVENTION PLAN	\$ 9,400.00	\$ 9,400.00
130310		6	EA	RAIN EVENT ACTION PLAN	\$ 500.00	\$ 3,000.00
130320		6	EA	STORM WATER SAMPLING AND ANALYSIS DAY	\$ 1,800.00	\$ 10,800.00
130330		1	EA	STORM WATER ANNUAL REPORT	\$ 2,000.00	\$ 2,000.00
130620		3	EA	TEMPORARY DRAINAGE INLET PROTECTION	\$ 400.00	\$ 1,200.00
130640		620	LF	TEMPORARY FIBER ROLL	\$ 6.00	\$ 3,720.00
130680		620	LF	TEMPORARY SILT FENCE	\$ 7.00	\$ 4,340.00
130710		2	EA	TEMPORARY CONSTRUCTION ENTRANCE	\$ 3,800.00	\$ 7,600.00
130730		Lump Sum	LS	STREET SWEEPING	\$ 13,000.00	\$ 13,000.00
130900		Lump Sum	LS	TEMPORARY CONCRETE WASHOUT	\$ 5,000.00	\$ 5,000.00
146002		Lump Sum	LS	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	\$ 30,000.00	\$ 30,000.00
146007		Lump Sum	LS	INVASIVE SPECIES CONTROL	\$ 6,000.00	\$ 6,000.00
160110		1560	LF	TEMPORARY HIGH-VISIBILITY FENCE	\$ 8.00	\$ 12,480.00
170103		Lump Sum	LS	CLEARING AND GRUBBING (LS)	\$ 45,000.00	\$ 45,000.00
190130		28500	CY	ROADWAY EXCAVATION (SLIDE REMOVAL)	\$ 50.00	\$ 1,425,000.00
190139		2890	CY	ROADWAY EXCAVATION (UNSUITABLE MATERIAL)	\$ 55.00	\$ 158,950.00
192037	F	122	CY	STRUCTURE EXCAVATION (RETAINING WALL)	\$ 170.00	\$ 20,740.00
193013	F	25	CY	STRUCTURE BACKFILL (RETAINING WALL)	\$ 130.00	\$ 3,250.00
210350		5530	LF	FIBER ROLLS	\$ 9.00	\$ 49,770.00
210430		159000	SQFT	HYDROSEED	\$ 0.35	\$ 55,650.00
210610		930	CY	COMPOST (CY)	\$ 90.00	\$ 83,700.00
260203		4.2	CY	CLASS 2 AGGREGATE BASE (CY)	\$ 135.00	\$ 567.00
390132		6	TON	HOT MIX ASPHALT (TYPE A)	\$ 550.00	\$ 3,300.00
394073		57	LF	PLACE HOT MIX ASPHALT DIKE (TYPE A)	\$ 40.00	\$ 2,280.00
394090		24	SQYD	PLACE HOT MIX ASPHALT (MISCELLANEOUS AREA)	\$ 500.00	\$ 12,000.00
490604		1225	LF	30" CAST-IN-DRILLED-HOLE CONCRETE PILING	\$ 675.00	\$ 826,875.00
510060	F	124	CY	STRUCTURAL CONCRETE, RETAINING WALL	\$ 1,100.00	\$ 136,400.00
510094	F	42	CY	STRUCTURAL CONCRETE, DRAINAGE INLET	\$ 4,100.00	\$ 172,200.00
520103	F	72788	LB	BAR REINFORCING STEEL (RETAINING WALL)	\$ 1.50	\$ 109,182.00
641101		290	LF	12" PLASTIC PIPE	\$ 250.00	\$ 72,500.00
641107		530	LF	18" PLASTIC PIPE	\$ 275.00	\$ 145,750.00
680902		240	LF	6" PERFORATED PLASTIC PIPE UNDERDRAIN	\$ 90.00	\$ 21,600.00
710108		3	EA	ABANDON DRAINAGE FACILITY	\$ 700.00	\$ 2,100.00
710120		1	EA	REMOVE DRAINAGE FACILITY (EA)	\$ 500.00	\$ 500.00
710136		130	LF	REMOVE PIPE (LF)	\$ 65.00	\$ 8,450.00
710232		2	EA	MODIFY DRAINAGE FACILITY	\$ 4,500.00	\$ 9,000.00
730045		10	CY	MINOR CONCRETE (GUTTER) (CY)	\$ 2,200.00	\$ 22,000.00
750001	F	2114	LB	MISCELLANEOUS IRON AND STEEL	\$ 6.00	\$ 12,684.00
760012		40	HR	TESTING WELL	\$ 150.00	\$ 6,000.00
760096		Lump Sum	LS	ADJUST AND MONITOR INCLINOMETERS (LS)	\$ 11,000.00	\$ 11,000.00
839759		300	LF	SALVAGE CONCRETE BARRIER (TYPE K)	\$ 40.00	\$ 12,000.00
839788		280	LF	SALVAGE CRASH CUSHION (LF)	\$ 30.00	\$ 8,400.00
999990			LS	MOBILIZATION	\$ 364,138.80	\$ 364,138.80
					<b>Sub-Total Contract</b>	<b>\$ 4,005,526.80</b>

Supplemental Work						
66015		2105	LS	FEDERAL TRAINEE PROGRAM	\$ 3,200.00	\$ 3,200.00
					<b>Sub-Total Supplemental Work</b>	<b>\$ 3,200.00</b>
					<b>Sub-Total</b>	<b>\$ 4,008,726.80</b>
					<b>Contingency (10%)</b>	<b>\$ 401,273.20</b>
					<b>Total</b>	<b>\$ 4,410,000.00</b>

(F) - Indicates Final Pay Item

\*Lump Sum will generally only be accepted for non biddable items, such as Mobilization.

Justifications/comments: Non-typical Scope, PE/CE Cost, Engineering estimates etc.

FHWA CA Form (CA Rev 3/14)

Ret Wall Qs by: A. Hanson Estimate by: R. Ferguson  
Civil Quantities by: R. Ferguson

Date of Estimate: 1/19/2024

