

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: PUBLIC WORKS  
Urgent \_\_\_\_\_ Routine ✓

BOARD AGENDA # \*C-1  
AGENDA DATE FEBRUARY 20, 2001

CEO Concurs with Recommendation YES \_\_\_\_\_ NO \_\_\_\_\_  
(Information Attached)

4/5 Vote Required YES \_\_\_\_\_ NO ✓

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS FOR THE ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK PROJECT**

STAFF  
RECOMMEN-  
DATIONS:

1. APPROVE THE PLANS AND SPECIFICATIONS FOR THE ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK PROJECT;
2. AUTHORIZE THE CLERK OF THE BOARD TO SCHEDULE THE DATES FOR ADVERTISING FEBRUARY 28, MARCH 7, AND 14, 2001, SET THE BID OPENING FOR MARCH 21, 2001 AT 2:30 P.M.; AND
3. AUTHORIZE THE AUDITOR TO INCREASE APPROPRIATIONS BY \$2,000 IN THE PROJECT ACCOUNT TO COVER THE COST OF ADVERTISING AND PUBLISHING.

FISCAL  
IMPACT: This project is funded through the Highway Bridge Replacement and Rehabilitation (HBRR) Program which, in general, provides for 80% of the costs defrayed by federal funds. The 20% of local share is available in the Public Works budget.

BOARD ACTION

No. 2001-120

On motion of Supervisor Caruso, **Seconded by Supervisor** Simon,  
and approved by the following vote,  
Ayes: Supervisors: Mayfield, Blom, Simon, Caruso, and Chair Paul  
Noes: Supervisors: None  
Excused or Absent: Supervisors: None  
Abstaining: Supervisor: None  
1) X Approved as recommended  
2) \_\_\_\_\_ Denied  
3) \_\_\_\_\_ Approved as amended  
Motion:

*Christina Ferraro*

File No.

**SUBJECT:** APPROVAL OF PLANS AND SPECIFICATIONS FOR THE ANDERSON ROAD BRIDGE  
AT ORESTIMBA CREEK PROJECT

**Page:** 2

**DISCUSSION:** The existing bridge at the Anderson Road Crossing of Orestimba Creek has been declared seismically unsafe by the State of California. The Stanislaus County Department of Public Works proposes to replace the existing bridge, an 80-foot steel truss span, with a cast-in-place concrete slab supported by three rows of concrete piles.

The engineer's estimate for the project is \$635,000.

**POLICY  
ISSUE:** This action is consistent with the Board of Supervisors's goal of providing a safe, healthy community.

**STAFFING  
IMPACT:** There is no staffing impact associated with this item.

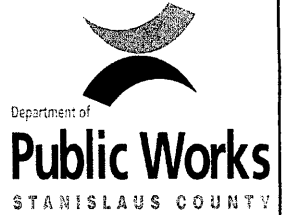
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(L:\BRIDGES\32-016\admin\AppP&SAndsnBos.wpd)

**AUDITOR-CONTROLLER  
BUDGET JOURNAL**



Budget Organization **Stanislaus Budget Org**  
 Budget **LEGAL BUDGET**  
 Accounting Period From **Jul-00**  
 To **Jun-01**



**BUDGET JOURNAL SCREEN**

**BATCH SCREEN**

Journal Batch **PW - LW** BO --  
 Category **Budget**

Line	Coding Structure							Period	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	Feb-01			
								AMOUNT		
1	1102	40310	63280	9250	0	0	.0	2,000.00	Increase Appr	
2	1102	40310	27600	9250	0	0	.0	1,600.00	Increase Est Rev	
3	1102	40310	63280	0	0	0	.0	400.00	Transfer from non projects	
4							.0			
5							.0			
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21							.0			
22							.0			
23							.0			
24							.0			
25							.0			
Totals									4,000.00	

**Explanation:**

Increase Appr and Est Rev for Anderson Rd Bridge @ Orestimba Creek

Requesting Department	CEO	Auditors Office Only	
 Larry E. Wendel Signature 14-Feb-01 Date	_____ Signature _____ Date	 Approved By 2/14/01 Date	_____ Admin Approval (\$75K+) _____ Date

STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**NOTICE TO CONTRACTORS**

**AND**

**SPECIAL PROVISIONS**

**FOR THE CONSTRUCTION OF**

**ANDERSON ROAD BRIDGE  
AT ORESTIMBA CREEK  
BRIDGE NO. 38C-012**

**IN  
THE COUNTY OF STANISLAUS**

For use in connection with federally funded Local Assistance construction projects administered under the Standard Specifications and Standard Plans Dated July, 1992 of the California Department of Transportation, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

**FEDERAL AID PROJECT  
BRLO-5938(098)**

STANISLAUS COUNTY  
DEPARTMENT OF PUBLIC WORKS

**NOTICE TO CONTRACTORS AND  
SPECIAL PROVISIONS**

FOR THE CONSTRUCTION OF  
**ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK  
BRIDGE NO. 38C-012**

IN

THE COUNTY OF STANISLAUS

OWNER-STANISLAUS COUNTY

BOARD OF SUPERVISORS

PAT PAUL, CHAIR	DISTRICT NO. 1
THOMAS MAYFIELD	DISTRICT NO. 2
NICK W. BLOM	DISTRICT NO. 3
RAY SIMON	DISTRICT NO. 4
PAUL CARUSO	DISTRICT NO. 5

REAGAN WILSON – CHIEF EXECUTIVE OFFICER

GEORGE STILLMAN – DIRECTOR OF PUBLIC WORKS

FEBRUARY, 2001

CONTRACT NO. BRLO 5938(098)

The Special Provisions contained herein have been prepared by or under the direction of the following registered persons.

Signature James L. Gregg

2/5/01  
Date



# TABLE OF CONTENTS

Page No.

<b>NOTICE TO CONTRACTORS</b> .....	1
<b>ENGINEER'S ESTIMATE</b> .....	3
<b>SPECIAL PROVISIONS</b> .....	4
SECTION 1 SPECIFICATIONS AND PLANS .....	4
SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS .....	5
2-1.01 GENERAL .....	5
2-1.02 FEDERAL LOBBYING RESTRICTIONS .....	5
2-1.03 DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT .....	6
2-1.04 DISADVANTAGED BUSINESS .....	6
2-1.05 DBE GOAL FOR THIS PROJECT .....	7
2-1.06 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS .....	7
SECTION 3 SUBMISSION OF DBE INFORMATION AND AWARD AND EXECUTION OF CONTRACT .....	8
3-1.01 GENERAL .....	8
3-1.02 DBE INFORMATION .....	8
3-1.03 AWARD OF CONTRACT .....	9
SECTION 4 . BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES .....	10
4-1.01 GENERAL .....	10
4-1.02 WORKING DAYS .....	10
4-1.03 LIQUIDATED DAMAGES .....	10
4-1.04 PRE-CONSTRUCTION CONFERENCE .....	10
SECTION 5 GENERAL .....	11
5-1.01 LABOR NONDISCRIMINATION .....	11
5-1.02 PREVAILING WAGE .....	11
5-1.03 CONTRACTOR'S LICENSING LAWS .....	11
5-1.04 ARBITRATION .....	11
5-1.05 NOTICE OF POTENTIAL CLAIM .....	11
5-1.06 PARTIAL PAYMENTS .....	12
5-1.07 PAYMENT OF WITHHELD FUNDS .....	12
5-1.08 FINAL PAYMENT AND CLAIMS .....	13
5-1.09 PUBLIC SAFETY .....	14
5-1.10 SURFACE MINING AND RECLAMATION .....	16
5-1.11 BUY AMERICA REQUIREMENTS .....	16
5-1.12 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES .....	17
5-1.13 ARCHAEOLOGICAL DISCOVERIES .....	17
5-1.14 FINAL PAY QUANTITIES .....	17
5-1.15 DBE RECORDS .....	17
5-1.16 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS .....	18
5-1.17 SUBCONTRACTING .....	18
5-1.18 BONDS .....	19
5-1.19 INSURANCE .....	19
5-1.20 DOCUMENT CLARITY .....	22
5-1.21 EQUAL EMPLOYMENT OPPORTUNITY .....	22
5-1.22 PAYMENTS .....	23
5-1.23 REGULATIONS WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME .....	23
5-1.24 SUPPLEMENTAL WORK .....	23
SECTION 6 (BLANK) .....	24
SECTION 7 (BLANK) .....	24
SECTION 8 MATERIALS .....	25
8-1.01 ACCEPTANCE TESTING .....	25
8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS .....	25
8-1.03 ENGINEERING FABRICS .....	29
8-1.04 CONCRETE AMOUNT OF WATER AND PENETRATION .....	29
8-1.05 ROADWAY DECK SLAB REQUIREMENTS .....	29
8-1.06 CURING CONCRETE .....	29

8-1.07 TRANSPORTING MIXED CONCRETE.....	29
8-1.08 COMPACTION.....	30
8-1.09 CONCRETE STRENGTH.....	30
SECTION 9 DESCRIPTION OF BRIDGE WORK.....	31
SECTION 10 CONSTRUCTION DETAILS.....	32
10-1.01 DETOUR.....	32
10-1.02 ORDER OF WORK.....	32
10-1.03 FIRE PLAN.....	33
10-1.04 WATER POLLUTION CONTROL.....	34
10-1.05 PROGRESS SCHEDULE.....	37
10-1.06 OBSTRUCTIONS.....	37
10-1.07 MOBILIZATION.....	38
10-1.08 CONSTRUCTION AREA SIGNS.....	38
10-1.09 MAINTAINING TRAFFIC.....	38
10-1.10 EXISTING HIGHWAY FACILITIES.....	39
10-1.11 CONCRETE HEADWALL AND PVC STANDPIPE.....	41
10-1.12 CLEARING AND GRUBBING.....	41
10-1.13 EARTHWORK.....	41
10-1.14 EROSION CONTROL.....	42
10-1.15 AGGREGATE BASE.....	45
10-1.16 ASPHALT CONCRETE.....	45
10-1.17 PILING.....	45
10-1.18 CONCRETE STRUCTURES--.....	46
10-1.19 FALSEWORK.....	46
10-1.20 REINFORCEMENT.....	47
10-1.21 SLOPE PROTECTION.....	47
10-1.22 MARKERS AND DELINEATORS.....	47
10-1.23 MONUMENTS.....	47
10-1.24 METAL BEAM GUARDRAILING.....	48
10-1.25 CONCRETE BARRIER.....	48
SECTION 11 (BLANK).....	49
SECTION 12 (BLANK).....	49
SECTION 13 (BLANK).....	49
SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.....	50

**APPLICABLE STANDARD PLANS AND DETAILS.....**



## NOTICE TO CONTRACTORS

Contractors are invited to submit written formal bids for

### **ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK BRIDGE NO. 38C-012**

Bid envelopes must be delivered to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10<sup>th</sup> Street, Modesto, CA, located on the Sixth Floor of Tenth Street Place, **PRIOR TO 2:30 P.M. on MARCH 21, 2001**, as evidenced by the date/time stamp on the envelope by the Clerk. After bid closing, the bids will be publicly opened and read by the Clerk in the Large Conference Room located on the 6<sup>th</sup> Floor of Tenth Street Place.

Bids shall be submitted in sealed envelopes on the forms provided with the plans and Specifications for that purpose. Envelopes shall be addressed to the Clerk of the Board of Supervisors, Tenth Street Place, Joint Stanislaus County/City of Modesto Administration Building, 1010 10<sup>th</sup> Street, 6<sup>th</sup> Floor, Modesto, CA 95354, and plainly marked:

### **ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK**

Proposal forms for this work are included in a separate book entitled:

### **PROPOSAL AND CONTRACT FOR CONSTRUCTION OF ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK BRIDGE NO. 38C-012**

The bridge work to be performed consists, in general, of constructing a concrete bridge consisting of four reinforced concrete slab spans supported by reinforced concrete abutments and driven piles. Total length of bridge is approximately 161.5 feet.

Other such items and details not mentioned herein that are required by the plans, Standard Specifications or these Special Provisions shall be performed, placed, constructed, or detailed.

This project has a goal of 11 % disadvantaged business enterprise (DBE) participation.

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

Bids are required for the entire work described herein.

The Contractor shall possess a Class A license at the time this contract is awarded.

No pre-bid meeting is scheduled for this project.

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

Proposals, plans and specifications are available at the Stanislaus County Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, CA 95358, upon the receipt of a \$10.00 (**NON-REFUNDABLE**) fee (make checks payable to "Stanislaus County Public Works"). For information call (209) 525-4193.

Technical questions should be directed to Skip Frazier at the Department of Public Works Engineering Department, County of Stanislaus, Modesto, California, Fax (209) 525-4188, Voice (209) 525-4171 .

The successful bidder shall furnish a payment bond and a performance bond.

The County of Stanislaus hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be

afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the County, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available for review at the Stanislaus County Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, California, and the Division of Labor Statistics and Research web page ([http://www.dir.ca.gov/DIR/S&R/statistics\\_research.html](http://www.dir.ca.gov/DIR/S&R/statistics_research.html)). The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

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

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

By order of the Board of Supervisors of the County of Stanislaus, State of California, made and entered into this February 20, 2001.

ATTEST: Reagan Wilson  
Clerk of the Board of Supervisors  
of the County of Stanislaus  
State of California

BY

\_\_\_\_\_  
Deputy Clerk of the Board

**ENGINEER'S ESTIMATE**  
**ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK**

<u>ITEM NO.</u>	<u>ITEM CODE</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>ESTIMATED QUANTITY</u>
1.	066072	Detour	L.S.	L.S.
2.	111000	Mobilization	L.S.	L.S.
3.	120090	Construction Area Signs	L.S.	L.S.
4.	120100	Traffic Control System	L.S.	L.S.
5.		Remove Abandoned Irrigation System	L.S.	L.S.
6.	157550	(S) Bridge Removal	L.S.	L.S.
7.	160101	Clearing and Grubbing	L.S.	L.S.
8.	190101	Roadway Excavation	C.Y.	4,700
9.	192003	(F) Structure Excavation (Bridge)	C.Y.	180
10.	193003	(F) Structure Backfill (Bridge)	C.Y.	220
11.	198991	Imported Borrow	C.Y.	6,500
12.	203015	Erosion Control	S.Y.	4,200
13.	250201	Class 2, Aggregate Base	C.Y.	1,245
14.	390101	Asphalt Concrete (Type "A")	Tons	1,200
15.	490716	(S) Furnish Piling (Class 70, Modified)	L.F.	700
16.	490717	(S) Drive Piling (Class 70, Modified)	Each	15
17.	491004	(S) Furnish Piling (Class 45)	L.F.	344
18.	491005	(S) Drive Piling (Class 45)	Each	10
19.	510053	(F) Structural Concrete (Bridge)	C.Y.	390
20.	520102	(S-F) Bar Reinforcing Steel (Bridge)	Lbs.	73,400
21.	721008	(S) Rock Slope Protection (Light Class, Method B)	C.Y.	625
22.	900005	(S) Rock Slope Protection Fabric	L.S.	L.S.
23.	820132	(S) Object Marker, (Type L-3)	Each	4
24.	832001	(S) Metal Beam Guard Railing	L.F.	169
25.	833125	(S-F) Concrete Barrier, (Type 732 and 732A)	L.F.	400
26.		Terminal System (Type SRT)	Each	4
27.		Concrete Headwall and PVC Standpipe	L.S.	L.S.
28.		Monuments	Each	6
29.		Supplemental Work	L.S.	\$75,000.00

# SPECIAL PROVISIONS

## SECTION 1 SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated July, 1992, and the Standard Plans dated July, 1992, of the Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of the conflicting portions.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning may be interpreted as follows:

State or State of California.....	County of Stanislaus
Department of Transportation.....	Stanislaus County Department of Public Works
Director of Transportation.....	Stanislaus County Director of Public Works
District Director.....	Stanislaus County Director of Public Works
Engineer.....	Stanislaus County Director of Public Works acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
Attorney General.....	Stanislaus County Counsel

## SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS

**2-1.01 GENERAL.** The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in accordance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the name and address of each DBE subcontractor to be used for credit in meeting the goals, and to whom the bidder proposes to directly subcontract portions of the work. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

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

**2-1.02 FEDERAL LOBBYING RESTRICTIONS.** Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

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

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

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

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

### **2-1.03 DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT.**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portion of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons, through joint ownership or otherwise.

**2-1.04 DISADVANTAGED BUSINESS.** - This project is subject to Part 23, Title 49, Code of Federal Regulations entitled "Participation By Minority Business Enterprise In Department of Transportation Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged business enterprise (DBE) program developed pursuant to the Regulations. Particular attention is directed to the following matters:

- (a) A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- (b) A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to meet the DBE goal through subcontracting or material purchases or make good faith effort to do so;
- (c) A DBE may participate as a subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;
- (d) A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the ownership, control, management responsibilities, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement, and either Schedule B of the Regulations or California Department of Transportation Business Enterprise Program form entitled "Minority/Disadvantaged/ Women Business Enterprise Joint Venture." This information must be submitted with the DBE Information form required in "DBE Information" elsewhere in these Special Provisions;
- (e) A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- (f) Credit for a DBE vendor of materials or supplies is limited to 60 percent of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods;
- (g) Credit for trucking by DBEs will be as follows:
  - (i) The amount to be paid when a DBE trucker will perform the trucking with his/her own trucks, tractors and employees;
  - (ii) One hundred percent (100%) of the trucking costs will be allowed for all trucking acquired through certified DBE trucking brokers;
- (h) DBEs and DBE joint venture partners must be certified as of the date of bid opening either by the California Department of Transportation, or by a participating State of California or local agency which certifies in accordance with Title 49, Code of Federal Regulations, Part 23. Listings of DBEs certified by the Department are available from the following sources:
  - (i) The Department's DB/WBE Directory, which is published quarterly. The DB/WBE Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;
  - (ii) The Department's Electronic Information Bulletin Board Service (DB/WBE/BBS), which is accessible by modem and is updated weekly. The DB/WBE/BBS may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password;

(iii) The organizations listed in "DBE Goal for this Project" elsewhere in these Special Provisions.

(iv) The listing of certified DBE firms is also available on the Internet at the following Internet address: <http://www.dot.ca.gov/hq/bep/>

It is the Contractor's responsibility to verify that DBEs are certified;

- (h) Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract;
- (j) Bidders are encouraged to utilize services offered by banks owned and controlled by minorities or women.

**2-1.05 DBE GOAL FOR THIS PROJECT.** The County has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): 11 percent

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep/> to verify the current availability of this service.

**2-1.06 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.**

Each proposal shall have listed therein the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of two of one percent of his bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of said Act related to the imposition of penalties for the failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

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

Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after the opening of the proposals.

### **SECTION 3 SUBMISSION OF DBE INFORMATION AND AWARD AND EXECUTION OF CONTRACT**

**3-1.01 GENERAL.** The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning submittal of DBE information, award and execution of contract.

The required DBE information shall be submitted on the "LOCAL AGENCY BIDDER – DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so.

**3-1.02 DBE INFORMATION.** If DBE information is not submitted with the bid, the apparent successful bidder (low bidder) and the second low bidder shall submit DBE information to the Stanislaus County Department of Public Works, 1716 Morgan Road, Modesto, CA 95358, so the information is received by the Department no later than 2:00 p.m. on the Friday following bid opening. Failure to submit the required DBE information by the time specified may be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department. When such request is made, the DBE information of such bidders shall be submitted within five (5) days, unless a later time is authorized by the Department.

The bidder's DBE information shall establish that the DBE goal will be met or that a good faith effort to meet the goal has been made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The information to show that the DBE goal will be met shall include the names of DBEs and DBE joint venture partners to be used, with a complete description of work or supplies to be provided by each and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. (Note: DBE subcontractors to whom the bidder proposes to directly subcontract portions of the work are to be named in the bid. - See Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of these special provisions, regarding listing of proposed subcontractors.)

The information necessary to establish the bidder's good faith efforts to meet the DBE goal should include:

- (1) The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for DBE participation for this project was placed by the bidder.
- (2) The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.



- (3) The items of work, which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contracts into economically feasible units to facilitate DBE participation, and the information furnished to DBEs such as plans, specifications, and requirements for the work. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- (4) The names of DBEs who submitted bids which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the firm selected for that portion of work, and the reasons for the bidder's choice.
- (5) Efforts made to assist DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance related to the plans, specifications and requirements for the work which was provided to DBEs.
- (6) Any additional data to support a demonstration of good faith effort, such as contacts with DBE assistance agencies.

**3-1.03 AWARD OF CONTRACT.** The right is reserved to reject any and all proposals. All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done. The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, good faith effort to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, good faith efforts to do so is a condition for being eligible for award of contract.

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

**4-1.01 GENERAL.** Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

**4-1.02 WORKING DAYS.** The Contractor shall begin work within five (5) days after the date of the Notice to Proceed, and shall diligently prosecute said work to completion before the expiration of

### **NINETY (90) WORKING DAYS**

**4-1.03 LIQUIDATED DAMAGES.** The Contractor shall pay to the County of Stanislaus the sum of **TWO HUNDRED AND FIFTY DOLLARS (\$250.00)** per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

The amount specified herein may, at the option of the County, be deducted from any payments due or to become due to the Contractor.

**4-1.04 PRE-CONSTRUCTION CONFERENCE.** Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Engineer, 1716 Morgan Road, Modesto, California, for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

## SECTION 5 GENERAL

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

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

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

**5-1.02 PREVAILING WAGE.** Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available for review at the Stanislaus County Department of Public Works, Engineering Division, 1716 Morgan Road, Modesto, California, and the Division of Labor Statistics and Research web page ([http://www.dir.ca.gov/DIR/S&R/statistics\\_research.html](http://www.dir.ca.gov/DIR/S&R/statistics_research.html)). These wage rates are not included in the book entitled "Proposal and Contract" for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

**5-1.03 CONTRACTOR'S LICENSING LAWS.** The third paragraph of Section 7-1.01C, "Contractor's Licensing Laws," of the Standard Specifications is amended to read:

Attention is also directed to the provisions of Public Contract Code Section 10164. In all projects where Federal funds are involved, the Contractor shall be properly licensed at the time the contract is awarded.

**5-1.04 ARBITRATION.** The last paragraph in Section 9-1.10, "Arbitration," of the Standard Specifications is amended to read.

Arbitration shall be initiated by a Complaint in Arbitration made in compliance with the requirements of said regulations. A Complaint in Arbitration by the Contractor shall be made not later than 180 days after the date of service in person or by mail on the Contractor of the final written decision by the Department on the claim.

**5-1.05 NOTICE OF POTENTIAL CLAIM.** Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications is amended to read:

**9-1.04 Notice of Potential Claim.** The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer due written notice of potential claim as hereinafter specified. Compliance with this Section 9-1.04 shall not be a prerequisite as to matters within the scope of the protest provisions in Section 4-1.03, "Changes," or Section 8-1.06, "Time of Completion," or the notice provisions in Section 5-1.116, "Differing Site Conditions," or Section 8-1.07, "Liquidated Damages," or Section

8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to contract quantities.

The written notice of potential claim shall be submitted to the Engineer prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.

The written notice of potential claim shall be submitted on a County form presented to the Contractor at the preconstruction conference and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.

It is the intention of this Section 9-1.04 that differences between the parties arising under and by virtue of the contract be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.

**5-1.06 PARTIAL PAYMENTS.** The last paragraph of Section 9-1.06, "Partial Payments," of the Standard Specifications is amended to read:

Attention is directed to the prohibitions and penalties pertaining to unlicensed contractors as provided in Business and Professions Code Sections 7028.15(a) and 7031.

**5-1.07 PAYMENT OF WITHHELD FUNDS.** -Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications, is amended by adding the following after the third paragraph:

Alternatively, and subject to the approval of the Department, the payment of retentions earned may be deposited directly with a person licensed under Division 6 (commencing with Section 17000) of the Financial Code as the escrow agent. Upon written request of an escrow agent that has not been approved by the Department under subdivision (c) of Section 10263 of the Public Contract Code, the Department will provide written notice to that escrow agent within 10 business days of receipt of the request indicating the reason or reasons for not approving that escrow agent. The payments will be deposited in a trust account with a Federally chartered bank or savings association within 24 hours of receipt by the escrow agent. The Contractor shall not place any retentions with the escrow agent in excess of the coverage provided to that escrow agent pursuant to subdivision (b) of Section 17314 of the Financial Code. In all respects not inconsistent with subdivision (c) of Section 10263 of the Public Contract Code, the remaining provisions of Section 10263 of the Public Contract Code shall apply to escrow agents acting pursuant to subdivision (c) of Section 10263 of the Public Contract Code.

**5-1.08 FINAL PAYMENT AND CLAIMS.** Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications is amended to read:

**9-1.07B Final Payment and Claims.** After acceptance by the Director, the Engineer will make a proposed final estimate in writing of the total amount payable to the Contractor, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract. All prior estimates and payments shall be subject to correction in the proposed final estimate. The Contractor shall submit written approval of the proposed final estimate or a written statement of all claims arising under or by virtue of the contract so that the Engineer receives such written approval or statement of claims no later than close of business of the thirtieth day after receiving the proposed final estimate. If the thirtieth day falls on a Saturday, Sunday or legal holiday, then receipt of such written approval or statement of claims by the Engineer shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement of claims, nor will any claim be allowed as to which a notice or protest is required under the provisions in Sections 4-1.03, "Changes," 8-1.06, "Time of Completion," 8-1.07, "Liquidated Damages," 5-1.116, "Differing Site Conditions," 8-1.10, "Utility and Non-Highway Facilities," and 9-1.04, "Notice of Potential Claim," unless the Contractor has complied with the notice or protest requirements in said sections.

On the Contractor's approval, or if he files no claim within said period of 30 days, the Engineer will issue a final estimate in writing in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the entire sum so found to be due. Such final estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

If the Contractor within said period of 30 days files claims, the Engineer will issue a semifinal estimate in accordance with the proposed final estimate submitted to the Contractor and within 30 days thereafter the State will pay the sum so found to be due. Such semifinal estimate and payment thereon shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except insofar as affected by the claims filed within the time and in the manner required hereunder and except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

Claims filed by the Contractor shall be in sufficient detail to enable the Engineer to ascertain the basis and amount of said claims. If additional information or details are required by the Engineer to determine the basis and amount of said claims, the Contractor shall furnish such further information or details so that the information or details are received by the Engineer no later than the fifteenth day after receipt of the written request from the Engineer. If the fifteenth day falls on a Saturday, Sunday or legal holiday, then receipt of such information or details by the Engineer shall not be later than close of business of the next business day. Failure to submit such information and details to the Engineer within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Engineer or any designated claim investigator or auditor shall have access to those records and any other records as may be required by the Engineer to determine the facts or contentions involved in the claims. Failure to permit access to such records shall be sufficient cause for denying the claims.

Claims submitted by the Contractor shall be accompanied by a notarized certificate containing the following language:

Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et. seq., the undersigned,

\_\_\_\_\_  
(Name) \_\_\_\_\_ of  
(Title) \_\_\_\_\_  
(Company)

hereby certifies that the claim for the additional compensation and time, if any, made herein for the work on this contract is a true statement of the actual costs incurred and time sought, and is fully documented and supported under the contract between parties.

Dated \_\_\_\_\_

/s/ \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of

\_\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Failure to submit the notarized certificate will be sufficient cause for denying the claim. Any claim for overhead type expenses or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any such overhead claim shall also be subject to audit by the State at its discretion.

Any costs or expenses incurred by the State in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the State within the meaning of the California False Claims Act.

The District Director of the District which administers the contract will make the final determination of any claims which remain in dispute after completion of claim review by the Engineer. A board or person designated by said District Director will review such claims and make a written recommendation thereon to the District Director. The Contractor may meet with the review board or person to make a presentation in support of such claims.

Upon final determination of the claims, the Engineer will then make and issue his final estimate in writing and within 30 days thereafter the State will pay the entire sum, if any, found due thereon. Such final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefor, except as otherwise provided in Sections 9-1.03C, "Records," and 9-1.09, "Clerical Errors."

**5-1.09 PUBLIC SAFETY.** The Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall install Temporary Railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

(1) Excavations. Any excavation, the near edge of which is 12 feet or less from the edge of the lane, except:

- (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
- (b) Excavations less than one foot deep.
- (c) Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
- (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- (e) Excavations in side slopes, where the slope is steeper than 4:1.
- (f) Excavations protected by existing barrier or railing.

(2) Temporarily Unprotected Permanent Obstacles.. Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

(3) Storage Areas. Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

The approach end of Temporary Railing (Type K), installed in accordance with the requirements in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary Railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)" of the Standard Specifications, except Temporary Railing (Type K) fabricated prior to January 1, 1993, with one Longitudinal No. 5 Reinforcing Steel Bar near the top in lieu of the two Longitudinal No. 5 Reinforcing Steel Bars near the top, as shown on the plans, may be used.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" elsewhere in these Special Provisions.

Except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

**Approach speed of public traffic (Posted Limit)  
(Miles Per Hour)**

**Work Areas**

Over 45

Within 6 feet of a traffic lane but not on a traffic lane.

35 to 45

Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

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 shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

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

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

**5-1.10 SURFACE MINING AND RECLAMATION.** Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to all materials furnished for the project, except for acquisition of materials in conformance with Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

**5-1.11 BUY AMERICA REQUIREMENTS.** Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States,



except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

**5-1.12 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.** When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe, and shall immediately cease work in the affected area and report the condition to the Engineer in writing.

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

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for such delay as provided in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

**5-1.13 ARCHAEOLOGICAL DISCOVERIES.** All articles of archaeological interest which may be uncovered by the Contractor during the progress of the work shall be reported immediately to the Engineer. The further operations of the Contractor with respect to the find will be decided under the direction of the Engineer.

**5-1.14 FINAL PAY QUANTITIES.** Section 9-1.015, "Final Pay Quantities," of the Standard Specifications is amended to read:

**9-1.015 Final Pay Items.** When an item of work is designated as (F) or (S-F) in the Engineer's Estimate, the estimated quantity for that item of work shall be the final pay quantity, unless the dimensions of any portion of that item are revised by the Engineer, or the item or any portion of the item is eliminated. If the dimensions of any portion of the item are revised, and the revisions result in an increase or decrease in the estimated quantity of that item of work, the final pay quantity for the item will be revised in the amount represented by the changes in the dimensions, except as otherwise provided for minor structures in Section 51-1.22, "Measurement." If a final pay item is eliminated, the estimated quantity for the item will be eliminated. If a portion of a final pay item is eliminated, the final pay quantity will be revised in the amount represented by the eliminated portion of the item of work.

The estimated quantity for each item of work designated as (F) or (S-F) in the Engineer's Estimate shall be considered as approximate only, and no guarantee is made that the quantity which can be determined by computations, based on the details and dimensions shown on the plans, will equal the estimated quantity. No allowance will be made in the event that the quantity based on computations does not equal the estimated quantity.

In case of discrepancy between the quantity shown in the Engineer's Estimate for a final pay item and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity shown in the Engineer's Estimate.

**5-1.15 DBE RECORDS.** The Contractor shall maintain records of all subcontracts entered into with

certified DBE subcontractors and records of materials purchased from certified DBE suppliers. Such records shall show the name and business address of each DBE subcontractor or vendor and the total dollar amount actually paid each DBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 and certified correct by the Contractor or his authorized representative, and shall be furnished to the Engineer.

**5-1.16 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS.** The DBEs listed by the Contractor in response to the requirements in the section of these special provisions entitled "Submission of DBE Information, Award, And Execution Of Contract", which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- (2) The listed DBE becomes bankrupt or insolvent.
- (3) The listed DBE fails or refuses to perform his subcontract or furnish the listed materials.
- (4) The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- (5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- (6) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

**5-1.17 SUBCONTRACTING.** Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at [http://www.dir.ca.gov/dir/Labor\\_law/DLSE/Debar.html](http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html).

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in

Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions.

This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 3-1.02, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.04, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

**5-1.18 BONDS.** The successful bidder shall furnish and deliver to the Board a surety bond in the amount equal to 100 percent of the contract price to guarantee the faithful performance of the contract, and a surety bond in an amount equal to 100 percent of the contract price for the faithful payment and satisfaction of all lawful claims of all persons for labor and material furnished and the prosecution of the contract. Such surety bonds shall be issued by a corporation duly and legally licensed to transact surety business in the State of California and approved by the Board. All participating signatures on the bonds must be notarized.

**5-1.19 INSURANCE.**

**A. Indemnity**

The Contractor shall indemnify, defend, and save harmless the County of Stanislaus, its officers, agents, and employees, from any and all claims, demands, suits, and legal actions of any kind or nature including all costs, attorneys' fees, and expenses incurred therefrom; whether arising before or after final acceptance of this contract/ agreement; and whether in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part by reason of any act, omission, active or passive negligence of the Contractor or of anyone acting under the Contractor's direction and control. The Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any said liability caused solely by the negligence of the County of Stanislaus.

**B. Minimum Scope of Insurance:**

Insurance coverage shall be at least as broad as:

1. General Liability

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission to act by Contractor under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

2. Fire Insurance (Only required on projects which include a building of any kind)

Builder's Risk Fire Insurance, including Extended Coverage and Vandalism and Malicious Mischief endorsements, jointly in the name of the County and the Contractor, such insurance at all times to be of sufficient amount to cover fully all loss or damage to the work under this agreement, resulting from fire and perils covered by the above-referenced endorsements, in not less than 100% of the contract price.

3. Automobile Liability Insurance

Owned/Nonowned automobile liability insurance providing combined single limits covering bodily injury liability and property damage liability with limits of no less than One Million Dollars (\$1,000,000) per accident.

4. Workers' Compensation Insurance

Workers' Compensation insurance as required by the Labor Code of the State of California.

**C. Labor Code Certification:**

In signing this contract, the Contractor makes the following certification, required by Section 1861 of the California Labor Code.

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

**D. Deductibles, Self-Insured Retentions, Named Insureds:**

Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds; or the Consultant shall provide a bond, cash or letter of credit guaranteeing payment of the self-insured retention, deductible, or payment of any and all costs, losses, related investigations, claim administration and defense expenses.

**E. Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Contractor shall provide a specific endorsement naming the County and its officers, officials, employees, and volunteers as insureds regarding: liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of the Contractor, including the insured's general supervision of the Contractor; services, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor.
- b. The Contractor's insurance coverage shall be primary insurance regarding the County and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County or County's officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with Contractor's insurance.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to County or County's officers, officials, employees, or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the County and its officers, officials, employees, and volunteers for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Contractor.

3. All Coverages:

Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior to written notice by certified mail, return receipt requested, has been given to County.

**F. Acceptability of Insurers:**

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a Best's rating of no less than A-:VII.

**G. Verification of Coverage:**

At the time required for the submittal of executed contract bonds and agreement, original endorsements effecting coverage required by this section. The the Contractor shall furnish County with certificates of insurance and with certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in County's sole and absolute discretion, approved by County. County reserves the right to require complete copies of all required insurance policies and endorsements, at any time.

**H. Subcontractors:**

Contractor shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional named insureds under its insurance policies.

**I. Insurance Limits Do Not Limit Contractor Liability:**

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's agents, representatives, employees or subcontractors.

**5-1.20 DOCUMENT CLARITY.** The Contractor's attention is directed to the following requirement:

**Government Code 27361.7.** Requirement that document will reproduce readable photographic record substitution of legible original document or preparation of true copy of first document.

Whenever the text of a document presented for record may be made out but is not sufficiently legible to reproduce a readable photographic record, the recorder may require the person presenting it for recording to substitute a legible original document or to prepare a legible copy of the first document by handwriting or typewriting and attaching the same to the original as part of the document for making the permanent photographic record. The handwritten or typewritten legible copy shall be certified by the party creating the copy under penalty of perjury as being a true copy of the original.

**5-1.21 EQUAL EMPLOYMENT OPPORTUNITY.** Contractor agrees for the duration of this contract that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status or handicap. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status or handicap. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, political affiliation, marital status or handicap.

The Contractor will send to each labor union or other representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the workers' representative of the Contractor commitments under this agreement.

The Contractor agrees that it will comply with the provisions of Titles VI and VII of the Civil Rights Act, Revenue Sharing Act, Title 31, U.S. Code Section 2716, and California Government Code Section 12990.

The Contractor agrees that it will assist and cooperate with the County, the State of California and the United States Government in obtaining compliance with the equal opportunity clause, rules, regulations and relevant orders of the State of California and United States Government issued pursuant to the Acts.

In the event of the Contractor's non-compliance with the discrimination clause, the affirmative action plan of this contract, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part by the County.

**5-1.22 PAYMENTS.** Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these Special Provisions.

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

**5-1.23 REGULATIONS WITH THE CALIFORNIA DEPARTMENT OF FISH AND GAME.**

The location of the Anderson Road Bridge at Orestimba Creek is within an area controlled by the California Department of Fish and Game. An agreement regarding proposed stream or lake alteration, Notification No. 4-067-92, has been issued covering work to be performed under this contract. The Contractor shall fully inform himself of the rules, regulations, and conditions that may govern his operations in said area and shall conduct his work accordingly.

A copy of this agreement is available for inspection at the office of the Stanislaus County Department of Public Works, 1100 "H" Street, Modesto, CA 95354. The Contractor shall make a copy available on the job site at all times.

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

Attention is directed to Sections 7-1.01, "Laws to be Observed", 7-1.01G, "Water Pollution", and 7-1.12, "Responsibility for Damage", of the Standard Specifications.

Any modification to the agreement between Stanislaus County and Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work will be allowed which is inconsistent with the proposed modification until the Department takes action on the proposed modifications. Compensation for delay will be determined in accordance with Section 8-1.09, "Right-of-Way Delays", of the Standard Specifications.

Any modifications to any agreement between Stanislaus County and Fish and Game will be fully binding on the Contractor, and the provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract. Failure to comply with any of the conditions of this section shall be just cause to stop all work on bid item work until compliance with the conditions of this section are adhered to. Working days will be charged for the period while bid item work is stopped for noncompliance of this section. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for various items of work involved, and no additional compensation will be allowed therefor.

**5-1.24 SUPPLEMENTAL WORK.** A "Supplemental Work" item is included in the contract to cover modifications to the work necessitated by field conditions. The amount of expenditure under this item may vary from zero to the total amount of the item. This amount may constitute the sum of several modifications. The engineer will notify the Contractor in writing when portion of the work being performed will be paid for under this item.

**SECTION 6 (BLANK)**

**SECTION 7 (BLANK)**



## SECTION 8 MATERIALS

**8-1.01 ACCEPTANCE TESTING.** Acceptance testing shall be conducted in accordance with the Stanislaus County Public Works Quality Assurance Program. A copy of the Quality Assurance Program is available from the Stanislaus County Public Works Department, 1716 Morgan Road, Modesto CA, 95358.

**8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS.** The Department maintains a trade name list of approved prequalified and tested signing and delineation materials and products. Approval of prequalified and tested products and materials shall not preclude the Engineer from sampling and testing any of the signing and delineation materials or products at any time.

Said listing of approved prequalified and tested signing and delineation materials and products cover the following:

### **MATERIALS and PRODUCTS**

- Temporary pavement markers
- Striping and pavement marking tape
- Pavement markers, reflective and non-reflective
- Flexible Class 1 delineators and channelizers
- Railing and barrier delineators
- Sign sheeting and base materials
- Reflective sheeting for barricades
- Reflective sheeting for channelizers
- Reflective sheeting for markers and delineators
- Reflective sheeting for traffic cone sleeves

None of the above listed signing and delineation materials and products shall be used in the work unless such material or product is listed on the Department's List of Approved Traffic Products.

A Certificate of Compliance shall be furnished as specified in Section 6-1.07, "Certificates of Compliance", of the Standard Specifications for signing and delineation materials and products. Said certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of the Department of Transportation, Division of Traffic Operations and was manufactured in accordance with the approved quality control program.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to the Division of Traffic Operations a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test the Department may elect to perform.

The following is a listing of approved prequalified and tested signing and delineation materials and products:

## **PAVEMENT MARKERS, PERMANENT TYPE**

### Reflective Pavement Markers

Apex (4x4)  
Ray-O-Lite, Models SS, RS, and AA (4x4)  
Stimsonite 88 (4x4)

### Reflective Pavement Markers with Abrasion Resistant Surface

Stimsonite 911 (4x4)  
Stimsonite 944 SB (2x4) - formerly model 947  
Stimsonite 948 (2.3x4.7)

### Non-Reflective Pavement Markers for Use with Epoxy or Bituminous Adhesive

Apex Universal, Ceramic  
Ferro Corporation, Permark (ceramic)  
Highway Ceramics Inc., Ceramic  
Safety Signs Inc. "Safety Dot" Model SD4 (Polyester)  
Traffic Control Signs Co., Titan, TM40W/Y (Polyester)

### Non-Reflective Pavement Markers for Use with only Bituminous Adhesive

Edco, Models A 1107 and AY 1108 (ABS)  
Valterra Products - P20-2000W and P20-2001Y (ABS)

## **PAVEMENT MARKERS, TEMPORARY TYPE**

### Temporary Pavement Markers for Long Term Day/Night Use (6 Months or Less)

Astro Optics Model TPM (4x4)  
Flex-O-Lite Model RCM (4x4)  
Stimsonite 66 (4x4)  
Stimsonite 66GB (Grabber Bottom) (4x4)  
Swareflex 3557/3558 (4x4)

### Temporary Pavement Markers for Short Term Day/Night Use (14 Days or Less)

Astro Optics Model TPM (4x4)  
Davidson T.O.M. (Flexible)  
Flex-O-Lite Model (RCM) (4x4)  
Stimsonite Model 66 (4x4)  
Stimsonite 66GB (Grabber Bottom) (4x4)  
Swareflex Model 3002/3004 (4x4)  
Swareflex Model 3557/3558 (4x4)  
Valterra Products 1280/1281 Series (Flexible) with Reflexite  
PC 1000 Sheeting  
3M Scotch-Lane A200 Pavement Marking System

### Temporary Pavement Markers for Short Term Day/Night Use (14 Days and Less) at Seal Coat Locations

Davidson T.R.P.M. with Reflexite PC 1000 Sheeting  
Valterra Products - 1280/1281 Series with Reflexite PC 1000 Sheeting

## **STRIPING AND PAVEMENT MARKING MATERIAL**

### Permanent Traffic Striping and Pavement Marking Tape

Brite-Line Series 1000  
Swarco Industries "Director"  
3M Stamark Brand Pliant Polymer Grade Series 350, 380, A420, A440, and 5730  
3M Stamark Brand Bisymmetric 1.75 Grade Series 5750 (For use on low volume roadways only)

### Temporary Removable Construction Grade Striping and Pavement Marking Tape

Advanced Traffic Marking ATM Series 200  
Brite-Line Series 100  
3M Stamark Brand, Detour Grade, Series 5710  
Swarco Industries "Director 2"

### Temporary Non-Removable Construction Grade striping Tape

Swarco Industries "Visa-Line"  
3M Scotch Lane Brand Construction Grade, Series 5160/5161 and 5360/5361

## **CLASS 1 DELINEATORS**

One-piece driveable flexible type (48")  
All West Plastics "Flexi-Guide 400"  
Carsonite Curve-Flex CFRM 400  
Carsonite Roadmarker CRM 375  
FlexStake H D  
Polyform, Inc., "Vista-Flex"

## **CHANNELIZERS**

### Surface Mount Type (36")

Carsonite "Survivor" Model SMD 353  
Carsonite "Super Duck" (Flat SDF-436)(Round SDR 336)  
Carsonite Super Duck II "The Channelizer"  
FlexStake Surface Mount H D  
The Line Connection "Dura-Post"  
Repo Models 300 and 400  
Safe-Hit Guide Post with glue down base (SH236SMA)

### **TYPE "K" SERIES OBJECT MARKER (18")**

Carsonite Models SMD 615 and SMD 615 A  
Repo Models 300 and 400  
Safe-Hit Model SH718SMA

### **TYPE "K-4" OBJECT MARKER, (24")**

Carsonite Super Duck II  
The Line Connection "Dura-Post"  
Repo Models 300 and 400  
Safe-Hit

## **CONCRETE BARRIER DELINEATOR**

### *Impactable Type*

All West Plastics "Flexi-Guide 235"  
Duraflex Corp. "Flexi 2020"  
Davidson Portable Concrete Barrier Marker (PCBM 12)  
Reflexite Barrier Mount Delineator (Models 661 662)

### Non-Impactable Type

Astro-Optics JD Series  
Stimsonite 967

## **GUARD RAILING DELINEATOR, (27" Nail On Type)**

Carsonite Guardrail Delineator Post (CFGR 427)  
Safe-Hit 27-inch Guardrail Delineator  
All West Plastics "Flexi-Guide" 327

## **REFLECTIVE SHEETING FOR CHANNELIZERS, MARKERS, AND DELINEATORS**

3M High Intensity  
Reflexite PC 1000 (Metalized Polycarbonate)  
Reflexite AP 1000 (Metalized Polyester)  
Seibulite ULG (Ultralite Grade)

## **REFLECTIVE SHEETING FOR BARRICADES**

Type II Reflective Sign Sheeting  
American Decal Adcolite  
Avery - Fasson 1500/1600  
Seibulite EG  
3M - Scotchlite

## **REFLECTIVE SHEETING FOR TRAFFIC CONE SLEEVES**

Reflexite Vinyl

## **SIGNING MATERIALS**

### Reflective Sign

Sheeting, Type IIIA (High Performance)  
Seibulite Brand "Ultralite" Series 700 and 800  
3M High Intensity

### Reflective Sign Sheeting, Type IV

Reflexite Vinyl (Roll-Up)

### Sign Substrate for Construction Area Signs

Aluminum  
Fiberglass Reinforced Plastic (FRP)  
Sequentia ("Polyplate")

**8-1.03 ENGINEERING FABRICS.** Engineering fabrics shall conform to the requirements in Section 88, "Engineering Fabrics", of the Standard Specifications and these Special Provisions.

All filter fabric for this project shall be ultraviolet ray (UV) protected.

The requirement that UV treated fabrics be submitted to the Transportation Laboratory at least 45 days prior to use shall not apply.

**8-1.04 CONCRETE AMOUNT OF WATER AND PENETRATION.** Section 90-6.06, "Amount of Water and Penetration", of the Standard Specifications is amended by adding the following paragraph:

Calif. Test 533 shall be either Calif. Test 533 or ASTM 143 at the option of the Engineer and penetration shall be equal to one-half slump.

**8-1.05 ROADWAY DECK SLAB REQUIREMENTS.** The amount of free water used in concrete for roadway deck slabs of highway bridges shall not exceed 305 pounds per cubic yard, plus 20 pounds for each required 100 pounds of cement in excess of 658 pounds per cubic yard.

The temperature of mixed concrete for roadway deck slabs of highway bridges, immediately before placing, shall be not less than 50°F. nor more than 80°F. Aggregates and water shall be heated or cooled as necessary to produce concrete within these temperature limits. Neither aggregates nor mixing water shall be heated to exceed 150°F. If ice is used to cool the concrete, discharge of the mixer will not be permitted until all ice is melted.

**8-1.06 CURING CONCRETE.** The second paragraph of Section 90-7.01A, "Water Method", of the Standard Specifications is amended to read: "Cotton mats, rugs, carpets, or earth or sand blankets may be used as a curing medium to retain the moisture during the curing period". If the ambient temperature is 60°F or greater the water method of curing shall not incorporate any membrane which in the opinion of the Engineer reduces water evaporation rate.

**8-1.07 TRANSPORTING MIXED CONCRETE.** The ninth and tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

Each load of ready-mixed concrete delivered at the job site shall be accompanied by a ticket showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water (gallons) added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This ticket shall also show the actual scale weights (pounds) for the ingredients batched or the calculated portland cement concrete volume (cubic yards). Theoretical or target batch weights shall not be used as a substitute for actual scale weights. When showing a calculated portland cement concrete volume on the delivery ticket, the Contractor shall maintain and have available a record of the following information for each batched load:

1. Mix identification number; specific to the contract.
2. Load number; shall match the load number on the delivery ticket.
3. Date and time the load was batched.
4. Actual batch weight (pounds) for each ingredient.
5. Any water (gallons) added at the plant, in addition to the water proportioned for the batch.

When requested, the Contractor shall submit the recorded information for calculated

portland cement concrete volumes to the Engineer. The information shall be provided in printed form, or if acceptable to the Engineer, data may be submitted on a 3.5-inch diskette. If a diskette is submitted, the data shall be in a tab-delimited text format or data interchange format (DIF), readable in both the MS-DOS and MACINTOSH systems.

#### **8-1.08 COMPACTION**

Relative compaction shall be determined by Calif. Test 231 utilizing the nuclear gauge. Calif. Test 231 shall be modified to use 30-second counts or one-minute counts at the option of the Engineer. Five 30-second warm-up counts shall be used instead of ten one-minute warm up counts for testing with 30 second counts.

Section "B" of Calif. Test 231 shall be amended as follows:

At the discretion of the Engineer, a guide plate measuring approximately 9-3/4" x 14" x 3/16" may be substituted for the standard plate. Additionally, a sliding sleeve impact hammer which incorporates a 13/16" diameter pin, and is manufactured specifically for use with a nuclear gauge and guide plate, may be used in lieu of Standard driving pin.

#### **8-1.09 CONCRETE STRENGTH.**

Concrete compressive strength shall be determined by Calif. Test 521. Calif. test 521 shall be modified to use ASTM C617 or ASTM C-1231-93 for capping at the discretion of the Engineer.

## **SECTION 9 DESCRIPTION OF BRIDGE WORK**

The bridge work to be performed consists, in general, of constructing a bridge as shown on the plans and briefly described as follows:

### **ANDERSON ROAD BRIDGE AT ORESTIMBA CREEK BRIDGE NO. 38C-012**

A concrete bridge consisting of four reinforced concrete slab spans supported by reinforced abutments and driven piles. Total length of bridge is approximately 161.5 feet.

## SECTION 10 CONSTRUCTION DETAILS

**10-1.01 DETOUR** Shall conform to the provisions in Section 4-1.04, "Detours", of the Standard Specifications and these Special Provisions.

Earthwork shall conform to the Provisions of Section 19, "Earthwork", of the Standard Specifications.

Aggregate Base shall conform to the provisions of Section 26, "Aggregate Base", of the Standard Specifications and these Special Provisions. Class 2 Aggregate Base used within 200 feet of Orestimba Creek shall not contain any asphalt or other petroleum products.

The Contractor shall place pipes in Orestimba Creek and backfill with clean gravel for the construction of the detour as shown on the plans. The Contractor shall size the pipes to carry the flows of Orestimba Creek during construction. Information regarding flows may be obtained from the Central California Irrigation District.

The Contractor shall maintain the pipes, clean gravel, and detour during construction of this project.

The detour shall be constructed as shown on the plans. When the traffic is placed on the new roadway and the new bridge, the Contractor shall remove the pipes and clean gravel from Orestimba Creek. The Contractor shall also reconstruct the banks of Orestimba Creek to the lines and grades shown on the plans. The pipes shall remain the property of the Contractor and shall be disposed of outside the County right-of-way. The clean gravel removed from Orestimba Creek shall be placed on the access road on the west side of Orestimba Creek as specified in these Special Provisions and as shown on the plans.

The contract lump sum price paid for "Detour" shall include full compensation for furnishing all labor, materials, equipment, tools, incidentals, and for doing all work involved in construction and maintaining the detour, pipes, clean gravel in Orestimba Creek, for placing clean gravel on the access road, for reconstruction the banks of Orestimba Creek as specified in the Standard Specifications, these Special Provisions and as directed by the Engineer.

Barricades shall be furnished, placed, and maintained at the locations designated by the Engineer, as shown on the plans, or as specified herein and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, tools, equipment, and materials required to construct, place, maintain, and remove all signs and barricades shall be considered as included in the lump sum price paid for "Detour", and no additional compensation will be allowed therefore.

**10-1.02 ORDER OF WORK.** Order of work shall conform to the provisions in Section 5-1.05, "Order of Work", of the Standard Specifications and these Special Provisions.

Attention is directed to Section 5-1.09, "Public Safety", of the Special Provisions.

Attention is directed to Section 5-1.23, "Relations with California Department of Fish and



Game", of the Special Provisions. The California department of Fish and Game is to be notified in writing one(1) week prior to the commencement of any construction within the creek bed area("Detour Road" and related temporary culvert). The address and telephone number(s) are as follows:

California Department of Fish and Game  
1234 East Shaw Avenue, Fresno, California 93710  
Attention: Mr. Clarence Mayott, Environmental Specialist  
Telephone: (559) 243-4593  
Notification #: #4-067-92

In addition, the following agencies must be notified *in writing one(1) week prior to the commencement of construction*:

U. S. Army Corps of Engineers  
Regulatory Branch  
1325 "J" Street, Sacramento, California 95814-2922  
Telephone: (916) 557-6704  
Verification #: #200000196  
Nationwide Permit #14

and

California Regional Water Quality Control Board(C.R.W.Q.C.B.)  
3443 Routier Road, Suite "A"  
Sacramento, California 95827-3003  
Attention: Mr. Mathew Reisman  
Assistant Water Resource Engineer  
Telephone: (916) 255-33120  
Fax: (916) 255-3015

The first order of work shall be to place construction area signs. The second order of work shall be to construct the detour as shown on the plans and as directed by the Engineer.

The stream flows in Orestimba Creek are affected by tail water from the farmers in the area. The Contractor shall contact Central California Irrigation District for information regarding tail water.

**10-1.03 FIRE PLAN.** The Contractor shall cooperate with local fire prevention authorities in eliminating hazardous fire conditions and shall implement the following fire plan under the direction of the Engineer. The Contractor shall be responsible for:

1. Obtaining the phone number of the nearest fire suppression agency and providing this phone number to the Engineer prior to beginning work.
2. Immediately reporting to said agency all fires occurring within the limits of the project.
3. Preventing all project personnel from setting open fires. No fires shall be set without an authorized fire permit from the Regional Air-Quality Control Board.

4. Preventing the escape of fires caused directly or indirectly or from within the project limits and extinguishing all said fires. The Contractor shall construct and maintain firebreaks were shown on the plans. Firebreaks within 10 feet of the archeological features shown on the plans shall be constructed by hand.

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

**10-1.04 WATER POLLUTION CONTROL.** Water pollution control work shall conform to the requirements in Section 7-1.01G, " Water Pollution ", of the Standard Specifications, and these Special Provisions.

Water pollution control work shall conform to the requirements of the "Caltrans Storm Water Quality Handbook, Construction Contractor's Guide and Specifications ", dated April 30, 1997, hereafter referred to as the "handbook". Copies of the handbook may be obtained from the Department of transportation, Materials Operation Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone (916) 445-3520.

All areas outside of the project limits disturbed by the Contractor for the prosecution of the work shall also be subject to the requirements of these special provisions. The contractor shall be fully responsible for all costs and liabilities associated with water pollution control measures in areas outside the project limits.

Conformance with the requirements of this section shall not relieve the Contractor from the Contractor's responsibilities, as provide in Section 7-1.11, "Preservation of Property", and Section 7-1.12, "Responsibility for Damage", of the Standard Specifications.

**WATER POLLUTION CONTROL PROGRAM PREPARATION, APPROVAL, AND UPDATES.** As part of the water pollution control work, a water pollution Control Program hereafter referred to as the "WPCP", is required for this contract. The WPCP shall conform to the requirements in Section 7-1.01G, "Water Pollution", of the Standard Specifications, Section 2, "Developing a WPCP", of the handbook, and these Special Provisions.

The objective of the WPCP shall be to identify pollution sources that may affect the quality of storm water discharges and to identify, construct, implement, and maintain water pollution control measures, hereafter referred to as control measures, to reduce pollutions in storm water discharges associated with construction activity under the contract.

The WPCP shall include all items required by the Handbook for a WPCP including, but not limited to, the following:

1. Project description and Contractor's certification;
2. Project information;
3. Pollution Sources an control measures; and
4. Amendments, if any

The WPCP shall address control measures in all of the following categories:

1. Erosion and sediment source control practices;
2. Sediment treatment control practices;
3. Tracking control practices;
4. Wind erosion control practices; and
5. Construction waste management practices.

The Contractor shall conduct operations in such a manner so as to achieve the protective measures specified in the handbook. In addition, the Contractor shall consider all potential control measures listed and described in the handbook in each of the above categories. The Contractor shall document the selection process in accordance with the procedures outlined in the handbook.

The WPCP shall include the signature and title of the person responsible for the preparation of the WPCP. The WPCP shall also indicate the date of initial preparation.

Within 30 days after approval of the contract, the Contractor shall submit three copies of the WPCP to the Engineer for approval. The Contractor shall allow seven days for the Engineer to review the WPCP. If revisions are required, as determined by the Engineer, the Contractor shall submit a revised plan within seven days. No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the WPCP has been approved by the Engineer. Upon approval, three additional copies shall be submitted to the Engineer with the required changes. Minor changes or clarifications to the initial submittal may be made and attached as amendments to the WPCP. In order to allow construction activities to proceed, the Engineer may conditionally approve the WPCP while minor amendments are being completed.

The Contractor shall amend the WPCP whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface water, ground waters, municipal storm drain systems, or when deemed necessary by the Engineer. The WPCP shall also be amended if the WPCP has not achieved the general objectives of reducing pollutants in storm water discharges. Amendments shall be dated and attached to the onsite WPCP document.

The Contractor shall keep a copy of the WPCP, together with all updates, revisions, and amendments at the construction site.

**WATER POLLUTION CONTROL PROGRAM IMPLEMENTATION.** Upon approval of the WPCP, the Contractor shall be responsible for installing, constructing, and implementing all control measures included in the WPCP. Requirements for installation, construction, and implementation of control measures are specified in the Handbook.

If the control measures being taken by the Contractor are inadequate to control water pollution effectively, the Engineer may require the Contractor to revise the Contractor's operations and amend the WPCP at no additional cost to the Department.

Implementation of erosion and sediment control measures shall be provided throughout the winter season, defined as between October 1 and May 31.

The Contractor shall demonstrate the ability and preparedness before the onset of precipitation to fully deploy erosion control measures to protect the entire construction area, or work may be suspended by the Engineer.

During the winter season, nonactive construction areas that have the potential to erode due to previous construction activities shall be fully protected.

During the winter season, active construction locations shall be fully protected at the end of each working day, unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The three to five day National Weather Service forecast shall be used. The Contractor may propose an alternative forecast for use if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, to provide functioning water pollution control measures prior to the onset of the precipitation.

If the work in any area has not progressed to a point where all or part of the facilities on the WPCP for that area can be constructed, The Contractor shall construct such supplementary control facilities as are necessary to protect adjacent private and public property.

Construction waste management control measures, such as vehicle maintenance and waste control measures, shall be provided year-round throughout the duration of the project.

**INSPECTION AND MAINTENANCE.** To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the WPCP. The Contractor shall identify corrective actions and time frames to address any deficient measures or reinstate any measures that have been discontinued.

The construction site inspection checklist provided in the handbook shall be used to ensure that the necessary measures are being properly implemented and to ensure that the control measures are functioning adequately. The Contractor shall submit one copy of each site inspection record to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

1. Prior to a predicted storm;
2. After all precipitation which causes runoff capable of carrying sediment from the construction site;
3. At 24 hour intervals during extended precipitation events; and
4. Routinely, on a minimum twice monthly basis.

If the Contractor identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected in a timely manner. If the Engineer identifies a deficiency in the deployment or functioning of an identified control

measure, the Contractor will be notified in writing and the deficiencies shall be corrected in a timely manner at no additional cost to the department.

**PAYMENT.** Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various items of work involved and no additional compensation will be allowed therefore.

The Engineer will retain an amount equal to 25 percent of the estimated value of all contract work performed during estimate periods in which the Contractor fails to conform to the requirements of this section, "Water Pollution Control", as determined by the Engineer.

Retentions for failure to conform to the requirements of this section shall be in addition to all other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the requirements of this section will be released for payment on the next monthly estimate for partial payment following the date that a water pollution control program has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

**10-1.05 PROGRESS SCHEDULE.** Progress schedules will be required for this contract and shall conform to the Provisions in Section 8-1.04, "Progress Schedule", of the Standard Specifications.

**10-1.06 OBSTRUCTIONS.** Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities", and Section 15, "Existing Highway Facilities", of the Standard Specifications and these Special Provisions.

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

<u>Notification Center</u>	<u>Telephone</u>
Underground Service Alert - Northern California (USA)	1(800) 642-2444
Underground Service Alert - Southern California (USA)	1(800) 422-4133
South Shore Utility Coordinating Council (DIGS)	1(800) 541-3447
Western Utilities Underground Alert, Inc.	1(800) 424-3447

Prior to commencing his work, Contractor shall notify the following utility companies and coordinate his work with them:

Irrigation District: Central California Irrigation District  
1335 West "I" Street/ P. O. Box 1231  
Los Banos, California 93635  
(209) 826-1421 / Fax (209) 826 - 3184

Power: Pacific Gas and Electric  
1221 Main Street, Newman  
(209) 576-6642

Telephone: Pacific Bell  
410 So. Tully Rd., Turlock  
(209) 668-5824

**10-1.07 MOBILIZATION.** Mobilization shall conform to the provisions in Section 11, "Mobilization", of the Standard Specifications.

**10-1.08 CONSTRUCTION AREA SIGNS.** Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these Special Provisions.

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

<u>Notification Center</u>	<u>Telephone</u>
Underground Service Alert - Northern California (USA)	1(800) 642-2444
Underground Service Alert - Southern California (USA)	1(800) 422-4133
South Shore Utility Coordinating Council (DIGS)	1(800) 541-3447
Western Utilities Underground Alert, Inc.	1(800) 424-3447

All excavation required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

The Contractor shall construct and maintain protective barricades at the locations shown on the plans during the construction of the road and bridge project.

Each protective barricade shall consist of five Type III Barricades, one "N-3", two C2 signs (Black on White, 48x30, 8" series "D" letters), and fill material, as shown on the plans.

Marker panels shall not be provided by the County.

The Contractor shall submit to the Engineer plans for the protective barricades. Placement of the fill material and Type III Barricades shall not begin until the Contractor receives written approval by the Engineer.

Full compensation for furnishing all labor, tools, equipment, and materials required to construct, maintain, and remove protective barricades shall be considered as included in the lump sum price paid for "Construction Area Signs", and no additional compensation will be allowed therefore.

**10-1.09 MAINTAINING TRAFFIC.** Attention is directed to Sections 7-1.08, "Public Convenience", 7-1.09, "Public Safety", and Section 12, "Construction Area Traffic Control Devices", of the Standard Specifications and these Special Provisions.

Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09 of the Standard Specifications.

Lane closures shall not be used.

Whenever vehicles or equipment are parked on the shoulder within six feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of nine cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

A minimum of two traffic lanes, not less than 12 feet wide, shall be open for use by public traffic.

Full compensation for conforming to the requirements of this article, not otherwise provided for, shall be considered as included in the prices for the various contract items of work, and no additional compensation will be allowed therefore.

**10-1.10 EXISTING HIGHWAY FACILITIES.** The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

**10-1.10A BRIDGE REMOVAL.** Bridge removal shall conform to the requirements in Section 15-4, "Bridge Removal," of the Standard Specifications and these Special Provisions.

Bridge removal shall include asphalt concrete surfacing, steel decking, steel trusses, steel stringers, steel floor beams, abutments, piers, rails, approach rails, and all other parts of bridge.

Plans for the existing bridge are not available. The Contractor shall inspect the bridge and satisfy himself as to the quantity, and type of work to be performed.

All material from bridge removal except the steel stringers, steel deck, and steel rail, shall become the property of the Contractor and shall be disposed of outside the highway right of way.

The existing paint system on Bridge No. 38C-12 contains lead. Any work that disturbs the existing paint system will expose workers to health hazards and will:

1. Produce residue and small amounts of material containing heavy metal in amounts that exceed the hazardous thresholds established in the California Code of Regulations or;
2. Produce toxic fumes when heated. All residue and material produced when the existing paint system is disturbed shall be contained.

Work practices and worker health and safety shall conform to Section 153.1, "Lead", of General Industry Safety Orders Title 8, of the California Code of Regulations.

The Contractor shall furnish a Code of Safe Practices, and have an Injury and Illness

Prevention Program, and a Hazard Communication Program in accordance with the provisions of Construction Safety Orders 1509 and 1510.

Temporary storage on the ground of the residue and material produced when the existing paint system is disturbed will not be permitted. Residue and material produced when the existing paint system is disturbed shall be stored in approved leak proof containers and shall be handled in such a manner that no spillage will occur.

Disposal of residue and material produced when the existing paint system is disturbed shall be performed in accordance with all applicable Federal, State, and Local laws. Laws that govern this work include:

1. Health and Safety Code, Division 20, Chapter 6.5 (California Hazardous Waste Control Act).
2. Title 22, California Code of Regulations, Chapter 30 (Minimum Standard for Management of Hazardous and Extremely Hazardous Materials).
3. Title 8, California Code of Regulations.

The Contractor in California shall dispose of all residue and material produced when the existing paint system is disturbed at an approved Class 1 disposal facility in accordance with the requirements of the disposal facility operator. All such residue and material shall be hauled by a transporter currently registered with the California Department of Toxic Substances Control using correct manifesting procedures and vehicles displaying current certification of compliance. The Contractor shall make all arrangements with the operator of the disposal facility including any testing of the residue and material required by the operator.

Full compensation for testing and disposal of residue and material produced when the existing paint system is disturbed, including all costs of hauling, treatment, disposal facility fees, and local taxes, shall be considered as included in the contract price paid for the item of work requiring the disposal of such residue and material, and no additional compensation will be allowed therefor.

Full compensation for conforming to the requirements in this section shall be considered as included in the contract lump sum price paid for "Bridge Removal, and no additional compensation will be allowed therefore.

**10-1.10B SALVAGE BRIDGE (PORTION).** The steel stringers, steel decking, and Metal Beam Guard Railing including elements, posts, fasteners, terminal sections, and end sections shall be salvaged in accordance with Section 15-2.04 "Salvage", of the Standard Specifications and these Special Provisions.

Fasteners for Metal Beam Guard Railing shall be packaged in waterproof steel containers with separate containers for each type of fasteners, and all parts shall be banded together and banded to wooden pallets. Metal Beam Guard Railing elements, stringer and bridge decking shall each be banded together.

All salvaged material shall be transported to the Counties Maintenance Yard at 1716 Morgan Road, Modesto, California.

Full compensation for Salvage Bridge (Portion) shall be considered as include in the contract lump sum price paid for "Bridge Removal", including transporting material to Morgan Road and placing in storage, and no additional compensation will be allowed.



**10-1.10C REMOVE ABANDONED IRRIGATION SYSTEM.** Removal of the abandoned irrigation system within the right-of-way (R-O-W) of Anderson Road shall conform to the provisions of this section and as directed by the Engineer.

Removal of the abandoned irrigation system shall consist of removing all of the irrigation piping +/- 880 L.F. (+/- 270 m); removal of all standpipes, grates, and drains; removal of the concrete headwall (at/near the proposed bridge abutment), and all other facilities directly related to said irrigation system that occupy the R-O-W of Anderson Road. Contractor shall dispose of removed items off site and backfill cavities with suitable material.

The Contractor shall coordinate the time of removal of the existing Irrigation System with the adjacent property owner's farming operation(s) so that it does not unreasonably interfere with said farming operation(s).

The contract lump sum price paid for Remove Abandoned Irrigation System shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in complying with this section.

**10-1.11 CONCRETE HEADWALL AND PVC STANDPIPE.** -- Construction of the concrete headwall and PVC standpipe on the irrigation system previously relocated in November, 1999, shall conform to the provisions in Section 52, "Concrete Structures", and Section 64, "Plastic Pipe", of the Standard Specifications; as specified in these Special Provisions; as shown on the plans; and as directed by the Engineer.

The Contractor shall coordinate the time of placement of the headwall and standpipe with the property owner so that it will not unreasonably interfere with the property owner's farming operation.

The Concrete Headwall shall be constructed of reinforced concrete in the location and as shown on the plans. The Standpipe shall be constructed of 18" diameter PVC Schedule 80 plastic pipe and as shown on the plans.

The contract lump sum price paid for "Concrete Headwall and PVC Standpipe" shall include full compensation for furnishing all labor, materials, tools, equipment, incidentals, and for doing all the work involved in complying with this section.

**10-1.12 CLEARING AND GRUBBING..** Clearing and Grubbing shall conform to the Provisions in Section 16, "Clearing and Grubbing", of the Standard Specifications.

Prior to removal of any surplus material of any type from the project, the Contractor shall notify the Engineer in writing as to the location of the proposed site. No material from this project shall be disposed of at a location that is in violation of any State or County ordinance or law.

Full compensation for performing all clearing and grubbing as specified herein shall be considered as included in the contract lump sum price paid for "Clearing and Grubbing", and no additional compensation will be allowed therefore.

**10-1.13 EARTHWORK.** Earthwork shall conform to the provisions in Section 19, "Earthwork", of the Standard Specifications and these Special Provisions.

Imported borrow shall have an "R" value of at least 45. The "R" value shall be determined by California Test Method 301.

Imported borrow will be measured and paid for by the cubic yard, and the quantity to be paid for

will be computed in the following manner.

The total quantity of embankment will be computed by the method specified for roadway excavation in Section 19-2.08, "Measurement", of the Standard Specifications, on the basis of the planned or authorized cross section for embankments as shown on the plans, and measured ground surface prior to clearing and grubbing. The quantity of roadway excavation, structure excavation, and ditch excavation, which have been used in embankment, will be adjusted by multiplying by a specified grading factor of 0.9. No further adjustment will be made in the event that the specified grading factor does not equal the actual grading factor.

The quantity of imported borrow to be paid for will be that quantity remaining after deducting the adjusted quantity of excavation from the total embankment quantity and then adding a quantity of 0.0 cubic yards for the anticipated effect of subsidence. No further adjustment will be made in the event that the anticipated subsidence does not equal the actual subsidence

**10-1.14 EROSION CONTROL.** Erosion control shall conform to the provisions in Section 20-3, "Erosion Control", of the Standard Specifications and these Special Provisions.

Erosion control work shall consist of applying three (3) separate applications of erosion control materials to embankment slopes, excavation slopes, fire breaks, and other areas designated by the Engineer.

Any area outside the embankment slopes, excavation slopes, and fire breaks which are disturbed by the Contractor's operations shall be treated with erosion control per this section of the Special Provisions at the Contractor's expense.

The applications shall consist of the following and shall be applied in the following sequence:

- |                   |                                  |
|-------------------|----------------------------------|
| Application No. 1 | Legume seed, and non-legume seed |
| Application No. 2 | Straw                            |
| Application No. 3 | Fiber, and commercial fertilizer |

Applications 1 and 3 shall be by Hydro-seeding.

Erosion Control work shall take place between November 1st and February 1st.

**MATERIALS.** Materials shall conform to Section 20-2, "Materials", of the Standard Specifications and the following:

**SEED.** Seed shall conform to the provisions in Section 20-2.10, "Seed", of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed is not required to be labeled under the California Food and Agricultural Code. The seeds shall be tested for purity and germination by a seed laboratory certified by the Association of Official Seed Analysts, or a seed technologist certified by the Society of Commercial Seed Technologists.

Seed shall have been tested for purity and germination not more than one year prior to application of seed or seed shall be retested at the Contractor's expense.

Results from testing or retesting seed for purity and germination shall be furnished to

the Engineer prior to applying seed.

**LEGUME SEED.** Legume seed shall be pellet-inoculated in accordance with the Provisions in said Section 20-2.10, except that the inoculation shall be in accordance with the provisions in Bulletin 1842, "Range-Legume Inoculation and Nitrogen Fixation by Root-Nodule Bacteria", of the University of California, Division of Agriculture and Natural Resources, and shall be added at the rate of five times the amount recommended on the inoculate package.

Legume seed shall be sown within 90 days after inoculation or shall be reinoculated prior to application.

Legume seed may be pellet-inoculated by methods other than the provisions in said Bulletin 1842 provided the following conditions are fulfilled:

- 1) The Engineer prior to inoculating the seed shall approve the method of inoculation.
- 2) Inoculate shall be added at the minimum rate of two pounds of inoculate bacteria per 100 pounds of legume seed (exclusive of adhesive material to secure the inoculate to the seed).

If the Contractor elects to perform the inoculation of the legume seed instead of having it done commercially, the Contractor shall notify the Engineer at least two (2) days prior to such inoculation. Legume seed inoculated by the Contractor shall be placed in separate containers and shall not be mixed with other seed prior to sampling by the Engineer. Empty bags and container lids of the inoculate bacteria that show the expiration date shall be delivered to the Engineer.

Commercially inoculated legume seeds shall be delivered to the job site in unopened separate containers.

### **LEGUME SEED**

Legume seed shall consist of the following:

<b>Botanical Name (Common Name)</b>	<b>Percent (Minimum) Purity</b>	<b>Percent (Minimum) Germination</b>	<b>Pounds Per Acre (Slope Measurement)</b>
Trifolium Hirtum (Hykon Rose Clover)	90	90	13
Lupinus Succulentus (Arroyo Lupine)	90	70	5
Lupinus Arboreus (Bush Lupine)	90	70	7

The Engineer shall take a sample of not less than five (5) ounces nor more than seven (7) ounces of inoculated seed from each seed container for each legume.

## NON-LEGUME SEED

Non-Legume seed shall consist of the following:

<b>Botanical Name (Common Name)</b>	<b>Percent (Minimum) Purity</b>	<b>Percent (Minimum) Germination</b>	<b>Pounds per acre (Slope Measurement)</b>
Eschscholzia Californica (California Poppy)	90	70	4
Hordeum Brachyantherum (Meadow Barley)	97	86	15
Vulpia Myuros "Zorro" (Zorro Foxtail Fescue)	95	85	2

The Engineer shall take a sample of not less than five (5) ounces nor more than seven (7) ounces of seed from each seed container for each non- legume.

**COMMERCIAL FERTILIZER.** Commercial fertilizer shall conform to the provisions in Section 20-2.02, "Commercial Fertilizer", of the Standard Specifications and shall have a guaranteed chemical analysis of 20 percent nitrogen, 10 percent phosphoric acid and 5 percent water soluble potash.

The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

### APPLICATION NO. 1

<b><u>Material</u></b>	<b><u>Pounds Per Acre (Slope Measurement)</u></b>
Fiber	500
Legume Seed	25
Non-Legume Seed	21

When premixed seed from containers is added to hydro-seeding equipment, the entire contents of the containers shall be used in preparing the hydro-seeding mixture. Partial use of a container of premixed seed will not be permitted in a hydro-seeding mixture.

### APPLICATION NO. 2

Straw shall be applied at the rate of three (3) tons per acre (slope measurement). Incorporation of straw will not be required.

### APPLICATION NO. 3

<u>Material</u>	<u>Pounds Per Acre (Slope Measurement)</u>
Fiber	500
Commercial Fertilizer	500

Once erosion control work is started in an area, all applications shall be completed in that area on the same working day.

**10-1.15 AGGREGATE BASE.** Aggregate base shall be Class 2, 3/4" maximum gradation and shall conform to the provisions in Section 26, "Aggregate Bases", of the Standard Specifications and these Special Provisions.

The first paragraph of Section 26-1.02A, "Class 2 Aggregate Base", of the Standard Specifications is amended by adding the following sentences:

Aggregate may include or consist of material processed from reclaimed asphalt concrete, portland cement concrete, lean concrete base, cement treated base, glass, or a combination of any of these materials. Aggregate Base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

The fourth paragraph in said Section 26-1.02A is amended by adding the following sentence:

Untreated reclaimed asphalt concrete and portland cement concrete will not be considered to be treated with lime, cement, or other chemical material for purposes of performing the Durability Index Test.

Class 2 Aggregate Base used within 200 feet of Orestimba Creek shall not contain any asphalt or other petroleum products.

**10-1.16 ASPHALT CONCRETE.** Asphalt concrete shall be 1/2" maximum coarse grading, Type B and shall conform to the provisions in Section 39, "Asphalt Concrete", of the Standard Specifications and these Special Provisions.

The last sentence of the first paragraph in Section 39-2.01, "Asphalt," of the Standard Specifications and the fifth, sixth, seventh, and eighth paragraphs of Section 39-3.03, "Proportioning", of the Standard Specifications shall not apply.

The amount of asphalt binder to be mixed with the aggregate for Type B Asphalt Concrete will be determined by the Engineer in accordance with California Test 367 using the samples of aggregates furnished by the Contractor in conformance with Section 39-3.03, "Proportioning", of the Standard Specifications.

**10-1.17 PILING.** Piling shall conform to the provisions in Section 49, "Piling", of the Standard Specifications, and these Special Provisions.

Attention is directed to the provisions of Section 7-1.09, "Public Safety", of the Standard Specifications. Before performing any pile handling or pile driving operation at any location, which is closer than the length of the pile being handled or driven to the edge of any traveled way open to

public use. The Contractor shall submit to the Engineer, as provided in Section 5-1.02, "Plans and Working Drawings", of the Standard Specifications, a plan which details the measures that will be employed to provide for the safety of traffic and the public.

**10-1.18 CONCRETE STRUCTURES**--Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures", of the Standard Specifications and these Special Provisions.

Concrete compressive strength shall be determined by Calif. Test 521 shall be modified to use ASTM C617, ASTM T22, or ASTM C1231-93 for capping at the discretion of the Engineer.

The names and numbers painted on the bridge at the locations shown on the plans shall be neat white letters and figure four inches high painted on a painted blue background which gives a two inch border on all sides. All painting shall conform to section 59-6, "Painting Concrete", of the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Full compensation for painting names and numbers shall be considered as included in the contract unit price paid per cubic yard for structure concrete (bridge), and no additional compensation will be allowed.

**10-1.19 FALSEWORK.** Falsework shall be designed and constructed in conformance with the requirements in Section 51-1.06, "Falsework", of the Standard

Specifications and these Special Provisions. The State of California Department of Transportation, "Falsework Manual", issued by the Office of Structures Construction.

Falsework shall be defined as a supporting system that resists forces imposed by loads, and as temporary construction work on which a main, permanent, or existing structure is wholly or partly supported until it becomes self-supporting or until it is removed. Falsework shall also be deemed to include any shoring used to stabilize or shore any falsework footing or falsework embankment.

The first paragraph of Section 51-1.06A, "Falsework Design and Drawing", of the Standard Specifications is amended to read:

The Contractor shall submit to the Engineer working drawings and design calculations for falsework proposed for use. An Engineer who is registered as a Civil Engineer in the State of California shall sign these drawings and calculations. One registered Civil Engineer shall sign all the drawings and design calculations and shall be the registered Civil Engineer in responsible charge. Five sets of drawings design calculations shall be furnished except that a greater number of drawings shall be submitted when specified in "Railroad Relations and Insurance", of the Special Provisions.

Section 51-1.06C, "Removing Falsework", of the Standard Specifications is amended by adding the following after the seventh paragraph:

Unless otherwise specified, removing falsework supporting any span of structural members subject to bending, shall conform to the requirements for removing falsework supporting any span of a simple span bridge.

After construction of the falsework and prior to placement of concrete or loading of falsework, the Civil Engineer shall inspect the falsework, meeting the requirements of Section 51-1.06A, "Falsework Design and Drawings", for conformity with the working drawings. The Civil Engineer shall certify in writing that the falsework substantially conforms to the working drawings, and that the

material and workmanship are satisfactory after the Civil Engineer inspects the falsework. A copy of the certification shall be given to the Engineer at least 24 hours prior to placing any concrete or loading the falsework.

All falsework design, construction, and erection shall be under the control, supervision, and responsibility of one Civil Engineer who is registered as a Civil Engineer in the State of California.

Full compensation for conforming to this section shall be considered as included in the contract unit price paid for Structural Concrete (Bridge), and no additional compensation will be allowed therefore.

**10-1.20 REINFORCEMENT.** Bar reinforcing steel and welded wire fabric shall conform to the provisions in Section 52, "Reinforcement", of the Standard Specifications and these Special Provisions.

**10-1.21 SLOPE PROTECTION.** Slope protection shall conform to the provisions in Section 72, "Slope Protection", of the Standard Specifications, as shown on the plans and as specified herein.

Rock Drain material shall be Rock slope Protection (Backing No. 2, Method "A"), and shall be measured and paid for as Rock Slope Protection (Light Class, Method "B").

Rock Slope Protection fabric shall conform to Section 88-1.04, "Rock Slope Protection Fabric", of the Standard Specifications, as shown on the plans and as specified herein.

The toe of the rock slope protection at abutments shall fully engage undisturbed soils. The depth of the toe excavation shall be as shown on the plans and as determined by the Engineer at the time of the toe excavation.

Rock slope protection fabric shall be woven fabric, Type A or Type B.

Full compensation for Rock Slope Protection fabric shall be considered as included in the contract unit price paid for Rock Slope Protection (Light Class, Method "B") and no separate payment will be made therefore.

**10-1.22 MARKERS AND DELINEATORS.** Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators", of the Standard Specifications and these Special Provisions.

Reflective sheeting for metal and flexible target plates shall be Type IIA Reflective Sheet as specified in "Prequalified and Tested Signing and Delineation Materials", elsewhere in these Special Provisions.

**10-1.23 MONUMENTS.** Survey monuments in monument wells shall be constructed where Begin Curve and End Curve centerline stations are shown on the plans. Work under this section shall be under the direction of a California licensed surveyor.

The surveyor shall file a corner record for each monument constructed or adjusted with the Public Works Department within 30 days of the completion of the project.

Monuments, monument well frames, covers, extensions, and installation shall be per Stanislaus County Improvement Standard for Monuments Plate 1-E1 and 1-E2.

Full compensation for all labor, materials, equipment and incidentals to meet the conditions of this section, as shown on the plans and described herein, shall be considered as included in the unit

price paid for each "Monuments".

**10-1.24 METAL BEAM GUARDRAILING.** Metal beam guard railing shall conform to the provisions in Section 83-1, "Railings", of the Standard Specifications and these Special Provisions.

Metal Beam Guard Railing shall be install prior to any vehicular traffic on the new bridge.

Line posts and blocks shall be wood.

The ninth, eleventh and twelfth paragraphs in Section 83-1.02B, "Metal Beam Guard Railing", of the Standard Specifications are amended to Read:

Wood posts and blocks shall be timbers No. 1 (structural) grade Douglas Fir or Timbers No. 1 grade southern yellow pine. Wood posts and blocks shall be graded in accordance with the provisions in Section 57-2, "Structural Timber", except allowance for shrinkage after mill cutting shall in no case exceed five percent of the American Lumber Standards minimum sizes, at the time of installation.

**10-1.25 CONCRETE BARRIER.** Concrete barriers shall conform to the provisions in Section 83-2, "Barriers", of the Standard Specifications and these Special Provisions.

Concrete Barrier Type 732A will be measured and paid for as Concrete Barrier 732.



**SECTION 11 (BLANK)**

**SECTION 12 (BLANK)**

**SECTION 13 (BLANK)**

**SECTION 14 FEDERAL REQUIREMENTS  
FOR FEDERAL-AID  
CONSTRUCTION PROJECTS**

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

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

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

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

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

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

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_

a. Describe the role of the MBE firm in the joint venture.

\_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_

\_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership?

\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

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

a. Financial decisions \_\_\_\_\_  
 \_\_\_\_\_

b. Management decisions, such as:

1. Estimating \_\_\_\_\_  
 \_\_\_\_\_

2. Marketing and sales \_\_\_\_\_  
 \_\_\_\_\_

3. Hiring and firing of management personnel \_\_\_\_\_  
 \_\_\_\_\_

4. Purchasing of major items or supplies \_\_\_\_\_  
 \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_  
 \_\_\_\_\_

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

**Affidavit**

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

Revised 3-95  
 08-07-95

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

Date \_\_\_\_\_  
 State of \_\_\_\_\_  
 County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_  
 Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_  
 State of \_\_\_\_\_  
 County of \_\_\_\_\_

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

Notary Public \_\_\_\_\_  
 Commission expires \_\_\_\_\_

[Seal]

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

(Exclusive of Appalachian Contracts)

	Page
I. General .....	3
II. Nondiscrimination .....	3
III. Nonsegregated Facilities .....	5
IV. Payment of Predetermined Minimum Wage .....	6
V. Statements and Payrolls .....	8
VI. Record of Materials, Supplies, and Labor .....	9
VII. Subletting or Assigning the Contract .....	9
VIII. Safety: Accident Prevention .....	10
IX. False Statements Concerning Highway Project.....	10
X. Implementation of Clean Air Act and Federal Water Pollution Control Act.....	10
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion .....	11
XII. Certification Regarding Use of Contract Funds for Lobbying .....	12

**ATTACHMENTS**

A. Employment Preference for Appalachian Contracts  
(included in Appalachian contracts only)

**I. GENERAL**

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
- b. The contractor will accept as his operating policy the following statement:

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

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

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

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

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

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

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his 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 his avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA 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 minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

**8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

**9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### 1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### 2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

##### 3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit



as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

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

#### 4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

##### a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

##### b. Trainees:

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

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

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

##### c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

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

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

**V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially reposable, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete:

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

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be

grounds for debarment action pursuant to 29 CFR 5.12.

## VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

## VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 on the contract as a whole and in general are to be limited to minor components of the overall contract.

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

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

### VIII. SAFETY: ACCIDENT PREVENTION

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

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. 333).

### IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

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

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

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

### X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **I. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

\* \* \* \* \*

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

\* \* \* \* \*

## 2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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

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

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 may decide the method and frequency by which it determines

the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

### Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

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

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

\* \* \* \* \*

## XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

### FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women  
(applies nationwide).....(percent) ..... 6.9

The following are goals for minority utilization:

#### CALIFORNIA ECONOMIC AREA

	Goal (Percent)
174 Redding, CA:	
Non-SMSA Counties .....	6.8
CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175 Eureka, CA:	
Non-SMSA Counties .....	6.6
CA Del Norte; CA Humboldt; CA Trinity.	
176 San Francisco-Oakland-San Jose, CA:	
SMSA Counties:	
7120 Salinas-Seaside- Monterey, CA.....	28.9
CA Monterey.	
7360 San Francisco-Oakland, CA.....	25.6
CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
7400 San Jose, CA.....	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.....	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA.....	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA.....	17.1
CA Napa; CA Solano	
Non-SMSA Counties.....	23.2
CA Lake; CA Mendocino; CA San Benito.	

177 Sacramento, CA:

SMSA Counties:

6920 Sacramento, CA..... 16.1  
CA Placer; CA Sacramento;  
CA Yolo.

Non-SMSA Counties..... 14.3

CA Butte; CA Colusa;  
CA El Dorado; CA Glenn;  
CA Nevada; CA Sierra;  
CA Sutter; CA Yuba.

178 Stockton-Modesto, CA:

SMSA Counties:

5170 Modesto, CA..... 12.3  
CA Stanislaus.  
8120 Stockton, CA..... 24.3  
CA San Joaquin.

Non-SMSA Counties..... 19.8

CA Alpine; CA Amador;  
CA Calaveras; CA Mariposa;  
CA Merced; CA Tuolumne.

179 Fresno-Bakersfield, CA:

SMSA Counties:

0680 Bakersfield, CA..... 19.1  
CA Kern.  
2840 Fresno, CA..... 26.1  
CA Fresno.

Non-SMSA Counties..... 23.6

CA Kings; CA Madera;  
CA Tulare.

180 Los Angeles, CA:

SMSA Counties:

0360 Anaheim-Santa Ana-Garden  
Grove, CA..... 11.9  
CA Orange.  
4480 Los Angeles-Long  
Beach, CA..... 28.3  
CA Los Angeles.  
6000 Oxnard-Simi Valley-  
Ventura, CA..... 21.5  
CA Ventura.

6780 Riverside-San Bernardino- Ontario, CA.....	19.0
CA Riverside; CA San Bernardino.	
7480 Santa Barbara-Santa Maria- Lompoc, CA.....	19.7
CA Santa Barbara.	
Non-SMSA Counties.....	24.6
CA Inyo; CA Mono; CA San Luis Obispo.	
181 San Diego, CA:	
SMSA Counties	
7320 San Diego, CA.....	16.9
CA San Diego.	
Non-SMSA Counties.....	18.2
CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

Form 1273 — Revised 3-95  
08-07-95