

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

**SPECIFICATIONS**

**FOR**

**Keyes Road and Faith Home Road Intersection Signalization  
Federal Aid Project No. CML-5938(239)  
Contract No. 9621**

**BOARD OF SUPERVISORS**

Kristin Olsen	District No. 1
Vito Chiesa, Chairman	District No. 2
Terry Withrow	District No. 3
Dick Monteith	District No. 4
Jim DeMartini, Vice Chairman	District No. 5

**Jody Hayes, Chief Executive Officer  
Matt Machado, Director of Public Works**

The Specifications contained herein have been prepared by or under the direction of the following registered engineer.



Approved By: *S. Ahrary* 10/20/2017  
Shoaib Ahrary, P.E.

**Bid Opening Time and Date: 2:00 p.m., November 29, 2017**

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

## TABLE OF CONTENTS

	<u>PAGE</u>
<b>PART I – INVITATION TO BIDDERS .....</b>	<b>I-1</b>
<b>PART II – INFORMATION FOR BIDDERS .....</b>	<b>II-1</b>
1. Date and Place for Opening Proposals .....	II-1
2. Printed Form of Proposals .....	II-1
3. Omissions and Discrepancies .....	II-1
4. Acceptance or Rejection of Proposals .....	II-1
5. Cash, Certified Check, Cashier's Check or Bidder's Bond .....	II-2
6. Acceptance of Proposals and Its Effect .....	II-2
7. Mandatory Pre-Bid Meeting and Site Visit .....	II-2
8. Bid Protest .....	II-2
9. Withdrawal of Bids .....	II-3
10. Time for Executing Contract and Damages for Failure to Execute .....	II-3
11. Determination of Low Bidder .....	II-4
12. Time for Beginning and Completing the Work .....	II-4
13. Prices .....	II-4
14. Interpretation of Addenda .....	II-4
15. Right to Make Corrections .....	II-4
16. Substitutions of Securities for Withheld Payments .....	II-4
17. Construction Payment Bond and Construction Labor and Materials Bond Surety .....	II-4
18. Conformed Construction Documents .....	II-5
<b>PART III – PROPOSAL .....</b>	<b>III-1</b>
Contractor's Bid Sheet .....	III-3
Addendum Sheet .....	III-6
Subcontractor's List .....	III-7
Bid Documents Required at Bid Opening .....	III-8
Insurance Requirements Acknowledgement .....	III-9
Equal Employment Opportunity Certifications .....	III-10
Non-Discrimination of Individuals with Disabilities .....	III-11
Noncollusion Affidavit .....	III-12
Public Contract Code .....	III-13
Debarment and Suspension Certification .....	III-14
Nonlobbying Certification for Federal-Aid Contracts .....	III-15
Disclosure of Lobbying Activities .....	III-16
Opt Out of Payment Adjustments for Price Index Fluctuations .....	III-18
W-9 Form .....	III-19
Proposal Signature Sheet .....	III-23

# COUNTY OF STANISLAUS

## DEPARTMENT OF PUBLIC WORKS

---

### TABLE OF CONTENTS

---

	<u>PAGE</u>
<b>PART III – PROPOSAL (continued)</b>	
Bidder’s Bond.....	III-24
Exhibit 15-G Construction Contract DBE Commitment .....	III-25
Exhibit 17-O Disadvantaged Business Enterprises (DBE) Certification Status Change....	III-27
Exhibit 15-H DBE Information – Good Faith Efforts .....	III-29
Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE) and First –Tier Subcontractors .....	III-32
Exhibit 12-B Bidder’s List of Subcontractors (DBE and Non-DBE) .....	III-34
Exhibit 16-Z Monthly DBE Trucking Verification Form.....	III-35
Exhibit 16-Z3 Monthly Disadvantaged Business Enterprises (DBE) Payment.....	III-37
Relations with Railroad.....	III-39
State Prevailing Wage Rates .....	III-39
Federal Minimum Wage Rates.....	III-39
<b>PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE .....</b>	<b>IV-1</b>
Sample Agreement .....	IV-1
Sample Construction Performance Bond.....	IV-7
Sample Construction Labor and Material Payment Bond .....	IV-9
Sample Guarantee.....	IV-11
<b>PART V – SPECIAL CONDITIONS .....</b>	<b>V-1</b>
SC-1 Definition and Terms .....	V-1
SC-2 Proposal Requirements and Conditions .....	V-2
SC-3 Blank .....	V-3
SC-4 Blank .....	V-3
SC-5 Excavation Safety Plans .....	V-3
SC-6 Control of Materials .....	V-3
SC-7 Legal Relations and Responsibility.....	V-3
SC-8 Prosecution and Progress.....	V-10
SC-9 Measurement and Payment.....	V-11
SC-10 Geotechnical Data and Existing Conditions .....	V-12
SC-11 Site Data .....	V-13
SC-12 Federal Aid Construction Contracts.....	V-13
SC-13 Blank .....	V-33
SC-14 Bonds.....	V-33
SC-15 Insurance.....	V-33
SC-16 Work Disputes .....	V-35
SC-17 Alterations and Modifications .....	V-35

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

## TABLE OF CONTENTS

### PAGE

#### **PART V – SPECIAL CONDITIONS (continued)**

SC-18	Discovery of Conflicts, Errors, Omissions, or Discrepancies .....	V-35
SC-19	Differing Site Conditions .....	V-36
SC-20	Blank .....	V-36
SC-21	Time Adjustments and Entitlements for Delays .....	V-36
SC-22	Emergencies.....	V-36
SC-23	Working Days and Legal Holidays .....	V-37
SC-24	Submittals .....	V-37

#### **PART VI – SPECIAL PROVISIONS.....VI-1**

SP-1	Order of Work.....	VI-1
SP-2	Water Pollution Control (WPC).....	VI-2
SP-3	Progress Schedule .....	VI-2
SP-4	Existing Facilities.....	VI-2
SP-5	Dust Control.....	VI-2
SP-6	Mobilization.....	VI-2
SP-7	Temporary Traffic Control .....	VI-3
SP-8	Temporary Pavement Delineation .....	VI-4
SP-9	Asbestos Sampling and Analysis Plan .....	VI-5
SP-10	Clear and Grubbing .....	VI-7
SP-11	Remove Roadside Signs .....	VI-7
SP-12	Salvage Flashing Beacon Warning System.....	VI-8
SP-13	Remove Traffic Stripes and Markings .....	VI-8
SP-14	Remove Existing Pavement.....	VI-8
SP-15	Remove and Dispose of Existing Irrigation Facilities .....	VI-9
SP-16	Remove and Replace Mailbox.....	VI-9
SP-17	Remove and Replace Fence.....	VI-9
SP-18	Cold Plane Asphalt Concrete.....	VI-9
SP-19	Watering .....	VI-10
SP-20	Roadway Excavation.....	VI-11
SP-21	Export Excess Material .....	VI-11
SP-22	Shoulder Backing .....	VI-12
SP-23	Aggregate Base .....	VI-12
SP-24	Hot Mix Asphalt .....	VI-12
SP-25	Adjust Survey Monuments to Grade.....	VI-13

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

---

## TABLE OF CONTENTS

---

	<u>PAGE</u>
<b>PART VI – SPECIAL PROVISIONS (continued)</b>	
SP-26 Utility Cover to Grade.....	VI-13
SP-27 Reinforced Concrete Pipe .....	VI-13
SP-28 Reserved .....	VI-14
SP-29 Connection to Existing Irrigation Pipe.....	VI-14
SP-30 Air Vent Standpipe.....	VI-14
SP-31 Midwest Guardrail Systems.....	VI-14
SP-32 Alternative In-Line Terminal System .....	VI-15
SP-33 End Anchor Assembly (Type SFT) .....	VI-15
SP-34 Roadside Signs.....	VI-15
SP-35 Solar Flashing Beacon System .....	VI-15
SP-36 Reserved .....	VI-16
SP-37 Thermoplastic Traffic Stripes and Pavement Markings (Enhanced Wet Night Visibility) .....	VI-16
SP-38 Environmental Mitigation .....	VI-19
SP-39 Reserved .....	VI-19
SP-40 Portable Changeable Message Sign .....	VI-19
SP-41 As-Built Drawings .....	VI-19
SP-42 Traffic Signal and Lighting .....	VI-20
Attachment B - Stanislaus County Construction Surveys .....	VI-53
 <b>PART VII – DRAWINGS &amp; PERMITS.....</b>	 <b>VII-1</b>
 <b>PART VIII – REVISED STANDARD PLANS AND REVISED STANDARD SPECIFICATIONS .....</b>	 <b>VIII-1</b>

## COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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### PART I - INVITATION TO BIDDERS

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Contractors are invited to submit written, formal bids for the Keyes Road and Faith Home Road Intersection Signalization, Federal Aid Project No. CML-5938(239) project. Estimated Construction cost for this project is less than \$1,010,000. The work to be accomplished includes convert all way stop to traffic signal at Keyes Road and Faith Home Road.

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at [www.modestoplanroom.com](http://www.modestoplanroom.com). Paper copies are available from Modesto Reprographics. Call (209) 544-2400 for questions regarding the purchase of plans and specifications.

Technical Questions: All questions must be submitted in writing. Email your questions to [ahrarays@stancounty.com](mailto:ahrarays@stancounty.com) or fax your questions to (209) 541-2509, Attn: Shoaib Ahrary.

Bid forms are provided in the Section titled "Bid Proposal". Bids shall be submitted in a sealed envelope and plainly marked "**Bid Proposal for Keyes Road and Faith Home Road Intersection Signalization, Federal Aid Project No. CML-5938(239)**". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6700, Modesto, California, 95354. Bid envelopes must be delivered to the Clerk of the Board of Supervisors prior to 2:00 p.m., November 29, 2017, as evidenced by the Clerk's date/time stamp on the envelopes. The bids will be publicly opened in Room 6709 and read by the Clerk of the Board after bid closing.

EVENT DESCRIPTION	ANTICIPATED DATE
Project Advertisement	October 23, 2017
	October 30, 2017
	November 6, 2017
Last Day Contractors Clarification Requests	November 13, 2017
Issuance of Addendum (if required)	November 17, 2017
Bid Opening	November 29, 2017
Board Approval of Contract	January 9, 2018
Notice to Proceed	January 22, 2018

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

The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

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

Bidders are advised that, as required by 49 CFR Part 26, the County of Stanislaus is implementing a Race Conscious DBE Program. DBE requirements are located in Part V, "Special Conditions," Section SC-12, "Federal Aid Construction Contracts."

The DBE contract goal for this project has been set at 12 percent participation.

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

A pre-construction conference shall be required prior to the "Notice to Proceed".

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.

The contractor shall possess a Class A License from the time this contract is awarded through contract acceptance.

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

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

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

Pursuant to Sections 1770 and 1773 of the Labor Code, the Board of Supervisors has ascertained the general prevailing rate of per diem wages applicable to the work to be done for straight time, overtime, Saturday, Sunday, and holiday work. These wage rates are set forth by the Director of the Department of Industrial Relations and are available at the agencies web site and are on file with the Department of Public Works and hereby made a part of the agreement.

Attention is directed to the Federal minimum wage rate requirements in Part III, "Bid Proposal." 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 County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractor 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 to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.

The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Pursuant to and in accordance with the Provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

## COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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### PART II - INFORMATION FOR BIDDERS

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#### 1. DATE AND PLACE FOR OPENING PROPOSALS

Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Clerk of the Board of Supervisors of the County of Stanislaus.

At the place and time set forth in said "Invitation to Bidders", they will be publicly opened and read. The awarding of the agreement, if awarded, will be made by said Board of Supervisors as soon thereafter as practicable.

#### 2. PRINTED FORM OF PROPOSALS

All proposals must be made upon the blank proposal as included in PART III - PROPOSAL, and must give the price data in figures, and must be signed by the bidder. In accordance with the directions in the proposal, in order to insure consideration the proposal must be enclosed in a return envelope furnished by the bidder, and plainly marked: **"Proposal for the Keyes Road and Faith Home Road Intersection Signalization, Federal Aid Project No. CML-5938(239)"** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10<sup>th</sup> Street, Ste. 6700, Modesto, California, 95354. No bid may be withdrawn within Sixty (60) days after time of opening.

#### 3. OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies in, or omissions from, the drawings or other contract documents, or should the bidder be in doubt as to their meaning, it shall at once notify the Engineer in writing who may send a written instruction to all bidders.

#### 4. ACCEPTANCE OR REJECTION OF PROPOSALS

The Board of Supervisors reserves the right to reject any or all proposals. Without limiting the generality of the foregoing, any proposal that is incomplete, obscure, or irregular may be rejected. Any proposal having erasures or corrections in the price sheet may be rejected. Any proposal that omits a bid on any one or more items in the price sheet may be rejected. Any proposal in which unit prices are obviously unbalanced may be rejected. Any proposal accompanied by an insufficient or irregular bidder's bond may be rejected. Any proposal that does not include and have attached a list of all subcontractors, complete with names and addresses, may be rejected.

Also, the Board reserves the right to reject the proposal of any bidder who is not responsible. The successful bidder shall be licensed by the State of California to perform the work required by the plans and specifications and shall endorse its license number on the proposal. The Board may require additional evidence of experience, financial responsibility, or corporate existence, at its option. Each bidder shall endorse its address to which notices hereunder may be directed on the proposal.

A bidder may be deemed not to be responsible and its bid rejected if a listed subcontractor is not responsible. Responsibility of any bidder or of any listed subcontractor shall be determined at the sole discretion of the Board. Bidder must not be on Caltrans no bid list. Any proposal that does not comply with Section 410(a)(1) Public Contract Code (PCC) may be rejected.

**5. CASH, CERTIFIED CHECK, CASHIER'S CHECK OR BIDDER'S BOND**

All proposals shall be accompanied by cash, a certified check, certified to by some responsible bank or banker, a cashier's check on a bank, or a bidder's bond prepared and guaranteed by an admitted corporate surety made payable to the "County of Stanislaus" in the amount of ten percent (10%) of the total bid, unless otherwise specified. All such cash or checks will be returned to the respective bidder within ten (10) days after the proposals are opened, except those which the Board of Supervisors elects to hold until the successful bidder has executed the contract. Thereafter, all remaining cash or checks, including that of the successful bidder, will be returned within five (5) days after the issuance of the Notice to Proceed.

**6. ACCEPTANCE OF PROPOSALS AND ITS EFFECT**

Within ninety (90) days after the opening of the bid proposals, the Board of Supervisors will act upon them. The acceptance of a proposal will be notice in writing signed by a duly authorized representative of the Board of Supervisors and no other act of the Board of Supervisors shall constitute the acceptance of a bid proposal. The acceptance of a bid proposal shall bind the successful bidder to execute the contract and to be responsible for liquidated damages, as provided in Article SC-08. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of Supervisors or its authorized designee.

**7. MANDATORY PRE-BID MEETING AND SITE VISIT – Not Applicable.**

**8. BID PROTEST**

Any Bid protest must be submitted in writing to the County's offices (Attention: Linda Allsop), before 5:00 p.m. of the tenth (10) day following posting on the official bulletin board of the Clerk of the Board of Notice of Intent to Award for Construction. Time will be determined by County staff using the official clock of the Clerk of the Board. County will use reasonable efforts to deliver by facsimile a copy of Notice of Intent to Award for Construction to all Bidders who submitted Bids no later than the Business Day after issuance, although any delay or failure to do so will not extend the Bid protest deadline described above.

The initial protest must contain a complete statement of the basis for the protest.

The protest must refer to the specific portion of the document that forms the basis for the protest.

The protest must include the name, address, and telephone number of the person representing the protesting party.

Only Bidders who the County otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered.

The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of a Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code

Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

## **9. WITHDRAWAL OF BIDS**

Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Information to Bidders, only by written request for the withdrawal of Bid filed with the County at the County's office. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the County to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

## **10. TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE**

After Notice of Award, the successful Bidder must execute and submit the following documents as indicated below:

1. Submit the following documents to County by 2:00 p.m. of the tenth (10) Day following Notice of Award. Execution of Contract by County depends upon approval of these documents, and any other document identified in County's Notice of Award:
  - a. Agreement: To be executed by successful Bidder. Submit four originals, each bearing an original signature.
  - b. Construction Performance Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Performance Bond. Submit one original.
  - c. Construction Labor and Material Payment Bond: To be executed by successful Bidder and surety, in the amount set forth in Construction Labor and Materials Payment Bond. Submit one original.
  - d. Insurance certificates and endorsements required by Special Conditions Article SC-15, INSURANCE. Submit one original set.
  - e. One complete set of documentary information received or generated by successful Bidder in preparation of Bid prices for its Bid, as set forth in Escrow Bid Documents.
  - f. The Guaranty in the form set forth in Guaranty. Submit four originals, each bearing an original signature.
  - g. Any other item described in Notice of Award (if any).
2. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds.
3. The damages to the County for such breach will include loss from interference with its construction program and other items whose accurate amount will be difficult or impossible to compute. The amount of the cash, certified check, cashier's check or bidder's bond accompanying the proposal of such bidder shall be forfeited and applied by the Board of Supervisors as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted shall fail or refuse to execute the contract as accepted as hereinbefore provided, the Board of Supervisors may, at its option, determine that such bidder has

abandoned the contract and thereupon his proposal and the acceptance thereof shall be null and void and the County shall be entitled to liquidated damages as provided in the Special Conditions. In such event, the Board of Supervisors may award the contract to the next low responsible bidder or bidders.

**11. DETERMINATION OF LOW BIDDER**

Except where the Board of Supervisors exercises the right reserved herein to reject any or all proposals, the contract will be awarded by said Board to the responsible bidder who has submitted the lowest bid. Quantities are approximate, only being as a basis for the comparison of bids. The Board of Supervisors reserves the right to increase, decrease or omit portions of the work as may be deemed necessary or advisable by the Engineer.

**12. TIME FOR BEGINNING AND COMPLETING THE WORK**

The Contractor shall commence work within five (5) calendar days after the date of the Notice to Proceed, and shall complete the work within forty five (45) working days. The date of the Notice to Proceed shall constitute the first working day.

**13. PRICES**

The prices are to include the furnishing of all materials, plant, equipment, tools, scaffolds, and all other facilities, and the performance of all labor and services necessary or proper for completion of the work, except such as may be otherwise expressly provided in the contract documents.

**14. INTERPRETATION OF ADDENDA**

Oral interpretations shall not be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing at least ten (10) calendar days prior to the bid opening and addressed and forwarded to Public Works Engineering, Attn: Shoaib Ahray, 1716 Morgan Road, Modesto, California 95358.

**15. RIGHT TO MAKE CORRECTIONS**

The Engineer/Architect shall have the right to make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the specifications. The Contractor shall be responsible for calling apparent errors or omissions to the attention of the Engineer/Architect for his corrections and/or interpretation. The Contractor shall not take advantage of said apparent errors or omissions.

**16. SUBSTITUTIONS OF SECURITIES FOR WITHHELD PAYMENTS**

Except as otherwise prohibited by law, the Contractor may elect to receive all payments due under the contract pursuant to without any retention. If the Contractor so elects, he shall deposit with the County securities with a value equal to the monies that would otherwise be withheld by the County. Said securities shall be as provided in Section 22300 of the Public Contract Code and shall be approved by the County as to both sufficiency and form.

**17. CONSTRUCTION PAYMENT BOND & LABOR AND MATERIALS BOND SURETY**

A surety insurer admitted in the State of California by the Department of Insurance shall execute Construction Payment Bond and Construction Labor and Materials Bond. County shall verify Surety's admission by either: (1) printing out information from the website of the Department of Insurance confirming that Surety is an admitted surety insurer; or, (2) obtaining a certificate from the County Clerk confirming that Surety is an admitted insurer. County shall attach such verification to Construction Payment Bond and Construction Labor and Materials Bond.

**18. CONFORMED CONSTRUCTION DOCUMENTS**

Following Award of Contract, County may prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which shall, failing objection, constitute the approved set of Contract Documents.

# COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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## PART III - PROPOSAL

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**STANISLAUS COUNTY BOARD OF SUPERVISORS**

**FOR THE CONSTRUCTION OF**

**Keyes Road and Faith Home Road Intersection Signalization,  
Federal Aid Project No. CML-5938(239)**

**NAME OF BIDDER:** \_\_\_\_\_

**BUSINESS P.O. BOX:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**BUSINESS STREET ADDRESS:** \_\_\_\_\_

(Please include even if P.O. Box used)

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE NO:** (        ) \_\_\_\_\_  
Area Code

**FAX NO:** (        ) \_\_\_\_\_  
Area Code

**CONTRACTOR LICENSE NO.:** \_\_\_\_\_

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items. The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

- (b) Decimal Errors. If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Item Total.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the COUNTY OF STANISLAUS, and that discretion will be exercised in the manner deemed by the COUNTY OF STANISLAUS to best protect the public interest in the prompt and economical completion of the work. The decision of the COUNTY OF STANISLAUS respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

Accompanying this proposal shall be a bidder's bond issued by a California admitted surety, or certified or cashier's check, or cash in the amount of ten percent (10%) of the proposal as a form of bidder's security.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sum required by Article SC-14, BONDS, with surety satisfactory to the COUNTY OF STANISLAUS, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the COUNTY OF STANISLAUS that the contract has been awarded, the COUNTY OF STANISLAUS may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the COUNTY OF STANISLAUS.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the COUNTY OF STANISLAUS, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:

## **CONTRACTOR'S BID SHEET**

### **Keyes Road and Faith Home Road Intersection Signalization Federal Aid Project No. CML-5938(239)**

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	SP-06	MOBILIZATION	1	LS		
2	SP-02	WATER POLLUTION CONTROL	1	LS		
3	SP-07	TEMPORARY TRAFFIC CONTROL	1	LS		
4	SP-38	LEAD COMPLIANCE PLAN	1	LS		
5	SP-40	PORTABLE CHANGEABLE MESSAGE SIGNS	4	EA		
6	SP-10	CLEARING AND GRUBBING	1	LS		
7	SP-11	REMOVE ROAD SIGNS	13	EA		
8	SP-12	REMOVE POLES & SALVAGE FLASHING BEACON SYSTEM	1	LS		
9	SP-13	REMOVE PAVEMENT MARKINGS & STRIPING	1	LS		
10	SP-14	REMOVE EXISTING PAVEMENT	6230	SF		
11	SP-15	REMOVE IRRIGATION PIPE & STRUCTURE	1	LS		
12	SP-16	REMOVE & REPLACE MAILBOX	1	LS		
13	SP-17	REMOVE & REPLACE FENCE	1	LS		
14	SP-18	COLD PLANE CONFORM GRIND	4398	SF		
15	SP-20	ROADWAY EXCAVATION (F)	1076	CY		

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16	SP-21	EXPORT EXCESS MATERIAL (F)	939	CY		
17	SP-22	SHOULDER BACKING	260	TON		
18	SP-23	AGGREGATE BASE (CLASS II)	1361	TON		
19	SP-24	HOT MIX ASPHALT (TYPE A)	2135	TON		
20	SP-25	ADJUST SURVEY MONUMENT TO GRADE	3	EA		
21	SP-26	ADJUST UTILITY COVER TO GRADE	4	EA		
22	SP-29	CONNECTION TO EXISTING IRRIGATION PIPE	2	EA		
23	SP-30	AIR VENT STANDPIPE	1	EA		
24	SP-27	36" R.G. R.C.P. IRRIGATION PIPE (CLASS III)	44	LF		
25	SP-31	MIDWEST GUARDRAIL SYSTEM (WOOD POST)	95	LF		
26	SP-32	ALTERNATIVE INLINE TERMINAL SYSTEM	1	EA		
27	SP-33	END ANCHOR ASSEMBLY (TYPE SFT)	1	EA		
28	SP-34	ROADSIDE SIGN	4	EA		
29	SP-35	SOLAR FLASHING BEACON SYSTEM	4	EA		
30	SP-42	TRAFFIC SIGNAL AND LIGHTING	1	LS		
31	SP-37	THERMOPLASTIC TRAFFIC STRIPING (DETAIL 22)	1080	LF		
32	SP-37	THERMOPLASTIC TRAFFIC STRIPING (DETAIL 27B)	5370	LF		

ITEM No.	SP No.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICES (IN FIGURES)	ITEM TOTAL (IN FIGURES)
33	SP-37	THERMOPLASTIC TRAFFIC STRIPING (DETAIL 27C)	200	LF		
34	SP-37	THERMOPLASTIC TRAFFIC STRIPING (DETAIL 29)	1140	LF		
35	SP-37	THERMOPLASTIC TRAFFIC STRIPING (DETAIL 32)	340	LF		
36	SP-37	THERMOPLASTIC TRAFFIC STRIPING (DETAIL 38)	990	LF		
37	SP-37	THERMOPLASTIC TRAFFIC STRIPING (DETAIL 38A)	240	LF		
38	SP-37	THERMOPLASTIC PAVEMENT MARKINGS	544	SF		
39	SP-41	AS-BUILT DRAWINGS	1	LS		
<b>TOTAL PROJECT COST:</b>						

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: All line items must have an entry placed in its appropriate box, and this form must be signed for the bid to be accepted as complete.

**ADDENDUM SHEET****Keyes Road and Faith Home Road Intersection Signalization  
Federal Aid Project No. CML-5938(239)**

<u>ADDENDUM</u>	<u>DATED</u>	<u>DATE RECEIVED</u>	<u>INITIALS</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Phone (       ) \_\_\_\_\_ Fax (       ) \_\_\_\_\_

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## **SUBCONTRACTORS LIST**

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.33C, "Subcontractor List," of the Standard Specifications. Photocopies of this form may be used for additional subcontractors.

Subcontractor:	License #	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:
Subcontractor:	License #:	DIR/PWCR #	License Classification(s):
Business Address:			DBE (Yes/No):
Bid Item(s):			Amount:

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## **BID DOCUMENTS REQUIRED AT BID OPENING**

It is required that the following documents must be completed, signed, and submitted with the Proposal at bid opening. Failure to complete or provide any of the required documents will be deemed an incomplete and rejected bid.

- Contractor's Bid Sheet
- Addendum Sheet
- Subcontractors List
- Insurance Requirements Acknowledgement
- Equal Employment Opportunity Certification (for Contractor and each Subcontractor)
- Non-Discrimination of Individuals with Disabilities
- Noncollusion Affidavit
- Public Contract code
- Debarment and Suspension Certification
- Disclosure of Lobbying Activities
- Opt Out of Payment Adjustments for Price Index Fluctuations Form
- W-9 Form
- Proposal Signature Sheet
- Bidder's Bond

Note: The following documents below must be completed, signed, and submitted to 1716 Morgan Road, Modesto, CA 95358 no later than 4:00 p.m. on the 4<sup>th</sup> business day after bid opening.

DOCUMENT NAME	PAGE
Exhibit 15-G Construction Contract DBE Commitment	III-25
Exhibit 15-H DBE Information – Good Faith Efforts	III-29

## **INSURANCE REQUIREMENTS ACKNOWLEDGEMENT**

Your insurance agent must thoroughly review the contract specifications before he issues the Certificate of Insurance. Insurance requirements are as specified in Article SC-15, INSURANCE.

ACKNOWLEDGEMENT of receipt of, and AGREEMENT to obtain/provide an insurance policy for the subject project as per the requirements set forth herein above by both the Contractor and Insurance Agent as listed in our project specifications, Section SC-15 Insurance.

Signature of Contractor	Date
Contractor	Federal ID No.
Street Address	
City, State, Zip	(       ) Phone Number
Type of Business: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Non-Profit 501 (c)(3)	
<input type="checkbox"/> Other, please explain: _____	

---

Signature of Insurance Agent	Date
Insurance Agent / Firm Name	Policy Number
Street Address	
City, State, Zip	(       ) Phone Number

---

General Liability \_\_\_\_\_

Auto Liability \_\_\_\_\_

Workers Comp/Employers Liability \_\_\_\_\_  
(per State of California)

All-Risk Course of Construction (If applicable) \_\_\_\_\_

Railroad Protective Liability (If applicable) \_\_\_\_\_

## **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

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

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

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

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

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

**Note:** This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## **NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES**

### **POLICY STATEMENT**

In compliance with 29 U.S.C. 794 and 42 U.S.C. 12132, it is the policy of the County of Stanislaus that it will not aid or perpetuate discrimination against a qualified individual with a disability by funding an agency, organization, or person that discriminates on the basis of handicap disability in providing any aid, benefit, or service to beneficiaries of the program or activity.

The County is committed to provide access to all County services, programs, and meetings open to the public to people with disabilities.

In this regard, County and all of its contractors and subcontractors will take all reasonable steps in accordance with 29 U.S.C. 794 and 42 U.S.C. 12132 to ensure that individuals with disabilities have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

### **CERTIFICATION**

Each agency, organization, or person seeking a bid, contract, or agreement with the County of Stanislaus shall sign a Certification of Compliance with 29 U.S.C. 794 and 42 U.S.C. 12132.

### **CERTIFICATION OF BIDDER REGARDING NON-DISCRIMINATION OF INDIVIDUALS WITH DISABILITIES**

The Bidder hereby certifies that he/she/it is in compliance with 29 U.S.C. 794, 42 U.S.C. 12132,, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to discrimination and participation of individuals with disabilities.

Name of Bidder: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

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

## TO THE COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_, being duly sworn, deposes and says that he or she is  
\_\_\_\_\_, of \_\_\_\_\_ the party making the foregoing  
bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract, that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

## **PUBLIC CONTRACT CODE**

### **Public Contract Code Section 10285.1 Statement**

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

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

### **Public Contract Code Section 10162 Questionnaire**

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

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

Yes \_\_\_\_ No \_\_\_\_

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

### **Public Contract Code 10232 Statement**

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

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **DEBARMENT AND SUSPENSION CERTIFICATION**

### TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

(SIGNED) \_\_\_\_\_ Date: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete. Providing false information may result in criminal prosecution or administrative sanctions.

## **NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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



**INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04

STANISLAUS COUNTY – DEPARTMENT OF PUBLIC WORKS

**OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

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You may opt out of the payment adjustments for price index fluctuations as specified in Part VI, “Special Provisions,” under Section SP-42, “Payment Adjustments for Price Index Fluctuations,” of the project Specifications. **If you elect to opt out, you must complete this form and submit it with your bid.**

**Bidder Name:**\_\_\_\_\_ **Contract No.**\_\_\_\_\_

☐ I opt out of the payment adjustments for price index fluctuations.

**Date:**\_\_\_\_\_ **Signature:**\_\_\_\_\_

Form **W-9**  
(Rev. August 2013)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>										
			-				-			
<b>Employer identification number</b>										
			-							

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 9832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@ftc.gov](mailto:spam@ftc.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## **PROPOSAL SIGNATURE SHEET**

Accompanying this proposal is \_\_\_\_\_ (insert the words "cash," "cashier's check," "certified check," or "bidder's bond," (\$ \_\_\_\_\_)," as the case may be) in amount equal to at least ten percent of the total of the bid.

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

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

Licensed in conformance with an act providing for the registration of contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

Expiration Date \_\_\_\_\_

**ADDENDA** – THIS PROPOSAL IS SUBMITTED WITH RESPECT TO THE CHANGES TO THE CONTRACT INCLUDED IN ADDEND NUMBER/S \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

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

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

\_\_\_\_\_  
Signature and Title of Bidder

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

Note: This sheet must be completed and submitted with your bid for your bid to be accepted as complete.

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

**BIDDER'S BOND**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the County of Stanislaus, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for the **Keyes Road and Faith Home Road Intersection Signalization Federal Aid Project No. CML-5938(239)**, for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, **November 29, 2017**.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGEMENT**

**ATTACH APPROPRIATE NOTARY CERTIFICATE AND SEAL**

Note: A Bidder's Bond must be completed and submitted with your bid for your bid to be accepted as complete.

**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐ 7. Bid Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
21. Local Agency Contract Number: _____				%
22. Federal-Aid Project Number: _____			<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
23. Bid Opening Date: _____				
24. Contract Award Date: _____				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's Signature _____	26. Date _____		16. Preparer's Signature _____	17. Date _____
27. Local Agency Representative's Name _____	28. Phone _____		18. Preparer's Name _____	19. Phone _____
29. Local Agency Representative's Title _____			20. Preparer's Title _____	

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

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-88, Sacramento, CA 95814.

**INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT**CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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



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

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

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS****DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ (City/County of) \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) goal of \_\_\_\_\_ % for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the "Local Agency Bidder DBE Commitment" form indicates that the bidder has met the DBE goal. This will protect the bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Exhibit 15-H**  
**DBE Information -Good Faith Effort**
**Local Assistance Procedures Manual**

- C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.



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

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

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

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. **Photocopy this form for additional firms.**

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

Distribution: 1) Original - Local Agency File



**EXHIBIT 16-Z**  
**Monthly DBE Trucking Verification**

**Local Assistance Procedures Manual**

Form CP-CEM 2404 (F)(NEW 12/99)  
 MONTHLY DBE TRUCKING VERIFICATION

The top of Form CEM-2404(F) contains boxes to put in the Contract Number, the Month of the reporting period and the Year of the reporting period.

The Form CEM-2404(F) has a column to enter the name of the Truck Owner, the DBE Cert. No. (if DBE certified) and the Name and Address of the trucking company. The Form CEM-2404(F) also requires the Truck No. and the California Highway Patrol CA No.

Form CEM-2404(F) is to be submitted prior to the 15<sup>th</sup> of each month and must show the dollar amount paid to the DBE trucking company(s) for trucking work performed by DBE certified trucks and for any fees or commissions of nonDBE trucks utilized each month on the project. The amount paid to each trucking company is to be entered in the column called "Commission or Amount Paid," in accordance with the Special Provisions Section 5-1.X.

Payment information is derived using the following:

- 1.) 100% for the trucking services provided by the DBE using trucks it owns, operates and insures.
- 2.) 100% for the trucking services provided by the trucks leased from other DBE firms.
- 3.) The fee or commission paid to nonDBEs for the lease of trucks. The Prime does not receive 100% credit for these services because they are not provided by a DBE company.

The total dollar figure of this column is to be placed in the box labeled "Total Amount Paid." The column "Date Paid" requires a date that each trucking company is paid for services rendered. The next column contains information that must be completed if a lease arrangement is applicable. Located at the bottom of the form is a space to put the name of the "Prime Contractor," their "Business Address" and their "Business Phone No."

At the bottom of the form there is a space for the Contractor or designee "Contractor Representative's Signature, Title and Date" certifying that the information provided on the form is complete and correct.



## INSTRUCTIONS

The prime contractor enters the contract number, reporting month and year, federal aid number, prime contractor name and address. For each DBE, identify the item(s) of work performed, the DBE firm name, address, certification number, amount paid, payment date, percent of participation credited towards contract commitment (as detailed in section 2-112B of the Standard Specifications), and total percent of work completed to date. Use the comments section to explain any differences in the original commitment and the payments to the DBE firms.

If a firm performing work as a DBE becomes decertified during the project, enter payment information for the work performed while certified as a DBE. If a subcontractor performing work as a non-DBE on the project becomes certified as a DBE, enter the amount paid for work performed after certification as a DBE. Any changes to DBE certification must also be submitted on form CEM-2403F, "Disadvantaged Business Enterprise (DBE) certification status change."

The contractor will sign, print name, and date the form indicating that the information provided is completed and correct.

## **RELATIONS WITH RAILROAD**

This project does not involve the use of railroad properties or adjustments to railroad facilities.

## **STATE PREVAILING WAGE RATES**

For current rates go to the California Department of Industrial Relations webpage at the following:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

## **FEDERAL MINIMUM WAGE RATES**

For current Federal Minimum Wage Rates go the Davis Bacon California County webpage at the following:

<http://www.access.gpo.gov/davisbacon/CA.html>

Navigate to Stanislaus County and select the appropriate wage rate.

## **PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE**

### **COUNTY OF STANISLAUS AGREEMENT**

THIS AGREEMENT, by and between \_\_\_\_\_, whose place of business is located at \_\_\_\_\_ (“Contractor”), and the County of Stanislaus (“County”), acting under and by virtue of the authority vested in the County by the laws of the State of California.

WHEREAS, County, by its Resolution No. \_\_\_\_\_ adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ awarded to Contractor the following Contract:

\_\_\_\_\_

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and County agree as follows:

#### **Article 1. Work**

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

#### **Article 2. Architect/Engineer and Project Manager**

- 2.1 \_\_\_\_\_ designed the Project and furnished the Plans and Specifications. \_\_\_\_\_ shall have the rights assigned to Architect/Engineer in the Contract Documents.
- 2.2 County has designated the Public Works Construction Manager as its Project Manager to act as County’s Representative in all matters relating to the Contract Documents.

#### **Article 3. Contract Time and Liquidated Damages**

- 3.1 Contractor shall commence Work on the date established in the Notice to Proceed. County reserves the right to modify or alter the Commencement Date of the Work.
- 3.2 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Contract Closeout \_\_\_\_\_ Working Days from the date when the Contract Time commences to run as provided in the Agreement.

- 3.3 Liquidated Damages shall comply with SC-08 of the Special Conditions and 8-1.10 of the Standard Specifications.
- 3.4 Liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.
- 3.5 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

#### **Article 4. Contract Sum**

- 4.1 County shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid.

#### **Article 5. Contractor's Representations**

In order to induce County to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the

Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the Special Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

## **Article 6. Contract Documents**

- 6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

Agreement  
Encroachment Permit (if applicable)  
Form FHWA-1273 (if applicable)  
Project Plans  
Project Specifications  
State Standard Specifications and Standard Plans

## **Article 7. Indemnity**

- 7.1 County and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer and each County Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 7.2 To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, County and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect/Engineer and each County representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of County or by any person or entity required to be indemnified hereunder.

- 7.3 With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against County and each of its officers, employees, consultants and agents including, but not limited to County, the Board, Architect/Engineer and each County representative.
- 7.4 Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 7.5 To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout the Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, County may in its discretion back charge Contractor for County's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
- 7.6 The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to County or other indemnified party to the extent of its active negligence.

### **Article 8. Miscellaneous**

- 8.1 Terms and abbreviations used in this Agreement are defined in Special Conditions, Section 1: DEFINITIONS AND TERMS and will have the meaning indicated therein.
- 8.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of County or acting as an employee, agent, or representative of County, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the County is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 8.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 8.4 The Contract Sum includes all allowances (if any).
- 8.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the

Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time County tenders final payment to Contractor, without further acknowledgment by the parties.

- 8.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at County's Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 8.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 8.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Stanislaus, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Stanislaus County Superior Court. Contractor accepts the Claims Procedure in Special Conditions, Article SC-16, WORK DISPUTES, as a claims procedure by agreement under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 8.9 Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

If to County:

If to Contractor:

IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

**COUNTY OF STANISLAUS**

**CONTRACTOR**

By: \_\_\_\_\_  
Matt Machado, Director  
Public Works Department

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

**APPROVED AS TO FORM:**  
John P. Doering, County Counsel

By: \_\_\_\_\_  
Amanda DeHart  
Deputy County Counsel

**END OF AGREEMENT**

**CONSTRUCTION PERFORMANCE BOND**

This Construction Performance Bond ("Bond") is dated \_\_\_\_\_ in the penal sum of \_\_\_\_\_ which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

**CONTRACTOR:****SURETY:**\_\_\_\_\_  
Name\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_  
Principal Place of Business\_\_\_\_\_  
City/State/Zip\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated \_\_\_\_\_ in the Amount of \$ \_\_\_\_\_ (the "Penal Sum").

**CONTRACTOR:****SURETY:**

Company: (Corp. Seal)

Company: (Corp. Seal)

\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Name\_\_\_\_\_  
Title\_\_\_\_\_  
Title

## **CONSTRUCTION PERFORMANCE BOND TERMS AND CONDITIONS**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
  - 3.1 County has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
  - 3.2 County has agreed to pay the Balance of the Contract Sum:
    - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
    - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When County has satisfied the conditions of Paragraph 3, Surety shall promptly (within thirty (30) Days) and at Surety's expense elect to take one of the following actions:
  - 4.1 Arrange for Contractor, with consent of County, to perform and complete the Construction Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
  - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
  - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the Construction Contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
  - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.
5. If Surety does not proceed as provided in Paragraph 4, then Surety shall be deemed to be in default on this Bond ten (10) Days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
  - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
  - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
  - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the Construction Contract, or in the courts of the County of Stanislaus, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in the Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions
  - 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
  - 12.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 8-1.11 of the State of California, Department of Transportation, Standard Specifications.
  - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**

This Construction Labor and Material Payment Bond ("Bond") is dated \_\_\_\_\_ in the penal sum of \_\_\_\_\_ which is one hundred percent of the Contract Sum, and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions as stated on the following page. Any singular reference to \_\_\_\_\_ ("Contractor"), \_\_\_\_\_ ("Surety"), County of Stanislaus ("County"), or other party shall be considered plural where applicable.

**CONTRACTOR:**\_\_\_\_\_  
Name\_\_\_\_\_  
Address\_\_\_\_\_  
City/State/Zip**SURETY:**\_\_\_\_\_  
Name\_\_\_\_\_  
Principal Place of Business\_\_\_\_\_  
City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated \_\_\_\_\_ in the Amount of \$ \_\_\_\_\_ (the "Penal Sum").

**CONTRACTOR:**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Title**SURETY:**

Company: (Corp. Seal)

\_\_\_\_\_  
Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Title

## **CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND TERMS AND CONDITIONS**

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
  - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimant; and
  - 2.2 Defends, indemnifies and hold harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page on this Bond) or any claims, demands, lien or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California's Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes to time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six (6) months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Agreement. Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing address.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions:
  - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, material or equipment" that part of water, gas, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The Term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b),
  - 13.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
  - 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and its sufficient to justify termination of the Construction Contract.

## **GUARANTEE**

TO: The County of Stanislaus ("County"), for construction of the \_\_\_\_\_.

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of one (1) year following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within one (1) year after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

**(SIGNATURE NEXT PAGE)**

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

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

## COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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### PART V - SPECIAL CONDITIONS

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#### **SC-01 DEFINITIONS AND TERMS**

The work herein shall be done in accordance with the Standard Specifications, and the Standard Plans dated 2015, of the California Department of Transportation insofar as the same may apply and these Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence.

Whenever in the Standard Specifications, Standard Plans, Special Provisions, Invitation to Bidders, Proposal, Contract, or other contract documents the following terms are used, the intent and meaning shall 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 – Resident Engineer

Attorney General – Stanislaus County, County Counsel

Contract – Agreement

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

Attention is directed to Section 1 of the Standard Specifications and to the following additional and qualifying definitions:

Board of Supervisors – Board of Supervisors, Stanislaus County, State of California.

Contractor – Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.

County – County of Stanislaus, a political subdivision of the State of California.

Design Engineer – Any person or persons, firm, partnership or corporation legally authorized to practice civil engineering in the State of California who prepares improvement plans and specifications for any improvement or portion of any improvement within the County of Stanislaus.

Department – Department of Public Works, County of Stanislaus.

Developer/Subdivider – A person, firm, partnership, corporation, association, or agent thereof who causes land to be divided into a subdivision or causes existing property to be developed for himself or for others.

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

Standards and Specifications – Improvement Specifications and Standards of the County of Stanislaus, Public Works Department. In case of conflicts, The Standard Specifications and Standard Plans of the State of California and Special Provisions should take precedence over The Improvement Specifications and Standards of The County of Stanislaus.

Laboratory – Any testing agency or quality control firm licensed to practice in the State of California.

Owner – County of Stanislaus.

Project Plans – The project plans are specific details and dimensions peculiar to the work and are supplemented by the Standard Plans and Standard Drawings insofar as they may apply.

Special Provisions – The special provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications of the State of California.

Standard Plans – Standard Plans 2015 of the State of California Department of Transportation unless otherwise noted on the Project Plans.

Standard Details – Standard Details of the County of Stanislaus, unless otherwise noted on The Project Plans.

Standard Specifications – Standard Specifications 2015 of the State of California, Department of Transportation.

## **SC-02 PROPOSAL REQUIREMENTS AND CONDITIONS**

The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these Special Conditions 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 conformance with Section 2-1.10, "Subcontractor List," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in Part III.

The form of Bidder's Bond mentioned in Section 2-1.34, "Bidder's Security," of the Standard Specifications will be found in Part III.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in Part III.

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

### **SC-03 BLANK**

### **SC-04 BLANK**

### **SC-05 EXCAVATION SAFETY PLANS**

Attention is directed to Section 7-1.02K(6)(b), "Excavation Safety" of the Standard Specifications and these Special Conditions.

The Contractor's attention is directed to the provisions, which require submitting a shoring/bracing plan for County's Review and approval.

Approval by the Engineer of the shoring drawings or shoring inspection performed by the Engineer shall in no way relieve the Contractor of full responsibility for adequacy of the shoring.

When construction is taking place in a public area, the Contractor shall take all necessary precautions to protect the public from the hazards of open excavations. Trenches shall be covered at night, on weekends, and during non-working hours.

### **SC-06 CONTROL OF MATERIALS**

Attention is directed to Section 6-1.01 of the Standard Specifications.

The Contractor shall comply with Section 6-1.02, "Department-Furnished Materials," of the Standard Specifications and these Special Conditions. The following materials shall be furnished to the Contractor:

NONE

The Contractor shall be responsible for Quality Control. Contractor Quality Control shall comply with 6-2.02 of the Standard Specifications.

The County will perform Quality Assurance testing per 6-2.03 of the Standard Specifications and according to the County's Quality Assurance program.

### **SC-07 LEGAL RELATIONS AND RESPONSIBILITY**

#### **Prevailing Wage and Certified Payrolls**

The Contractor shall comply with Section 7-1.02K(2) "Wages" and Section 7-1.02K(3) "Certified Payroll Records" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the County in which the work is to be done, are available at the County of Stanislaus Department of Public Works,

Construction Division, 1716 Morgan Road, Modesto, CA 95358 and the Division of Labor Statistics and Research web page:

[http://www.dir.ca.gov/DLSR/statistics\\_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html)

These wage rates are not included in the Proposal and Agreement for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The County does not accept Certified Payroll Submittals by electronic filing.

Immediate changes:

- **Duty to notify DIR when awarding a contract for a public works project, using the online [PWC-100 form](#).** This requirement, found in Labor Code Section 1773.3, now applies to *all* public works projects. Previously it applied to projects subject either to apprenticeship or DIR compliance monitoring requirements.
- **Elimination of the obligation to pay DIR for compliance monitoring on state bond-funded projects and other projects that required use of DIR's Compliance Monitoring Unit (CMU).** *DIR will continue to monitor compliance on these projects but will not charge awarding bodies for any services provided on or after June 20, 2014 [the effective date of SB 854]. The alternative of using a DIR-approved Labor Compliance Program (LCP) or a project labor agreement in lieu of the CMU on one of these projects has also been eliminated. However, for ongoing projects that were using one of the alternatives, monitoring should continue until the project is completed.*

Phased-in changes:

I. Public Works Contractor Registration Program

- **All contractors and subcontractors who bid or work on a public works project must register and pay an annual fee to DIR.** The phase-in timetable is as follows:

**July 1, 2014:** Registration program became effective and first contractors registered. Initial registrations will be valid through June 30, 2015.

**March 1, 2015:** No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with DIR.

**April 1, 2015:** No contractor or subcontractor may work on a public works project unless registered with DIR. All projects bid before March 1, 2015, or awarded prior to April 1, 2015 will not trigger the registration requirements.

- **Once the registration requirement becomes mandatory (March 1, 2015 for bids and April 1, 2015 for projects awarded), an awarding body may not accept a bid or enter into a contract for public work with an unregistered contractor.**
  - DIR maintains an up-to-date [listing of registered contractors](#).
  - There are *exceptions* to the registration requirement for bidders in circumstances where a CSLB license would not be required at the time of bidding.
  - Additional exceptions and protections are included in the registration laws to limit bid challenges, allow some violations to be cured through payment of penalty fees, and allow unregistered contractors to be replaced with registered ones.

II. NOTICE REQUIREMENTS

- **January 1, 2015:** The call for bids and contract documents must include the following information:
  - No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
  - No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
  - This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- **[To be determined]:** The awarding body must post or require the prime contractor to post job site notices prescribed by regulation. (*See* 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

### III. FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

- **All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).** The phase-in timetable for this requirement is as follows:

**June 20, 2014 [immediate]:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

**April 1, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

**Anytime:** For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. *The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.*

**January 1, 2016:** The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

**Exceptions:** The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

***These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.***

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Ongoing projects that were subject to Labor Compliance Program (LCP) or Compliance Monitoring Unit (CMU) requirements prior to the adoption of SB 854:

Older projects (contract for public work was awarded prior to January 1, 2012): The LCP requirements and alternatives that applied to projects funded by Propositions 47, 55, or 84 and to certain design-build projects *remain in effect*. These monitoring and compliance requirements must continue to be observed through the end of the project, even if the Labor Commissioner starts monitoring the project pursuant to SB 854.

More recent projects (contract for public work was awarded on or after January 1, 2012): All requirements for state bond-funded projects and other design-build and specially authorized projects to use the CMU or a specified alternative *have been repealed*. However, it is important to note the following:

- Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner after; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- Bond funding agencies (such as the State Allocation Board) may still require that awarding bodies demonstrate past compliance with DIR requirements in order to qualify for retroactive funding. In particular, awarding bodies may need to show that they notified DIR of the project using the PWC-100.
- The LCP requirement for past, present, and future projects funded by Proposition 84 (Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006) *remains in effect*. This LCP requirement must continue to be observed, even if the Labor Commissioner also monitors the project pursuant to SB 854.

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

### **Apprentices**

The Contractor shall comply with Section 7-1.02K(4) "Apprentices" of the Standard Specifications" to ensure compliance and complete understanding of the law regarding apprentices.

### **Water Pollution**

Water pollution Control shall comply with SP-02, "Water Pollution Control" of the Special Provisions.

### **Sound Control Requirements**

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," of the Standard Specifications and these Special Conditions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 DBA at a distance of 50 feet. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

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

### **Permits**

The Contractor shall conform to the requirements of Section 5-1.20B "Permits, Licenses, Agreement, and Certification" of Standard Specifications and these Special Conditions. The Contractor shall conform to the requirements of:

Permit to Enter for Construction (APN 041-053-005)

Compensation for conforming to the requirements of "Permits" shall be included in the various items of work, and no additional compensation will be allowed.

### **Notice and Removal of Asbestos and Hazardous Substances**

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

Contractor shall give a written Notice of Hazardous Materials Condition to County promptly, before any of the following conditions are disturbed (except in an emergency as required by Article SC-22, Emergencies, and in no event later than twenty four (24) hours after first observance of any:

- a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
- b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").

Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

- a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
- c. Contractor failed to give the written notice within the time required by this Article.

If County determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, County will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, County will notify Contractor in writing, stating the reasons for its determination.

If County and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this section, Contractor shall proceed with the Work as directed by County and may make a claim as provided in Article SC-16, WORK DISPUTES.

In addition to the parties' other rights under this section, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, County may order the disputed portion of Work deleted from the Work, or performed by others, or County may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with County's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article SC-16, WORK DISPUTES.

In conformance with Section 25914.2 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If exploratory or removal work delays the current controlling operation, the delay will be considered a right-of-way delay and the Contractor shall be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays" of the Standard Specifications.

### **Public Convenience**

Where work is to be performed in residential or commercial driveways, suitable provisions approved by the Engineer shall be made by the Contractor prior to commencing work. The Contractor shall minimize the duration of said blocking and notify the property owners of this need at least forty-eight (48) hours in advance.

Contractor shall provide access to each residential or commercial establishment each evening. No driveway shall be closed over a weekend. No driveway shall be closed for more than a total of eight (8) hours. Where concrete has been removed, a temporary surface shall be placed suitable to provide vehicular access to the property if reconstruction has not been completed by that evening. Access to private property shall be provided at all times during construction except when access must be denied to protect forms or to permit

improvements to be constructed. The County may require grading to the back of the new driveway approach so as to provide adequate access. Such work shall be done at no additional compensation.

### **Public Safety**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these Special Conditions.

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 Standard Specifications and these Special Conditions:

Approach Speed of Public Traffic Posted Limit Miles Per Hour	Work Areas
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 a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to by more than two (2) 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.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. The near edge of the excavation is 15' or less from the edge of the lane, except:
  - i. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - ii. Excavations protected by existing barrier or railing.
  - iii. Trenches less than 1' wide for irrigation pipe or electrical conduit, or excavations less than 1' in depth.
- B. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
- C. Excavations in side slopes, where the slope is steeper than 4:1 (horizontal:vertical).

- D. Temporarily Unprotected Permanent Obstacles. 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 the Contractor, for the Contractor's 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.
- E. Storage Areas. Material or equipment is stored within 12' of the lane and the provisions of the Standard Specifications and these Special Conditions do not otherwise prohibit the storage.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04 "Public Safety," of the Standard Specifications, shall be offset a minimum of 15' 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 1' transversely to 10' longitudinally with respect to the edge of the traffic lane. If the 15' minimum offset cannot be achieved, the temporary railing shall be installed on the 10:1 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 12-3.20 "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2015 Standard Plan T3A and T3B may be used.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.22, "Temporary Crash Cushion Module" of the Standard Specification.

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

### **Cooperation**

The Contractor shall conform to the requirements of Section 5-1.20 "Coordination with Other Entities" of the Standard Specifications and these Special Conditions.

Compensation for conforming to the requirements of "Cooperation" shall be included in the various items of work and no additional compensation will be allowed.

## **SC-08 PROSECUTION AND PROGRESS**

### **Subcontracting**

Attention is directed to the provisions in Section 5-1.13, "Subcontracting," of the Standard Specifications, and SC-2, "Proposal Requirements and Conditions," of these Special Conditions.

Pursuant to the provisions of 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/DLSE/Debar.html>

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in SC-12 of these Special Conditions. This requirement shall be enforced as follows:

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

#### **Prosecution**

The Contractor shall comply with the provisions in Section 8-1.04B, "Standard Start," Section 8-1.05, "Time," and Section 8-1.10, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

#### **Liquidated Damages**

The County will withhold liquidated damages per calendar day as described in Section 8-1.10, "Liquidated Damages" of the Standard Specifications. The actual daily withhold will be determined according to the chart in Section 8-1.10A, "General" of the Standard Specifications.

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

County may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, County may deduct liquidated damages based on its estimated period of late completion. County need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to County.

#### **Preconstruction Conference**

Prior to the issuance of the Notice to Proceed, a pre-construction conference shall be held at the County of Stanislaus, Department of Public works, Engineering Division, 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.

All work within the channel shall be completed between November 1 and February 15. The N/A has reserved the right, by agreement, to give forty eight (48) hour notice and flood the channel after February 15. This provision is exercised only in drought conditions. The CONTRACTOR is encouraged to accelerate his schedule to complete in channel work by February 15. However, the CONTRACTOR is at liberty to communicate with N/A, to receive potential updates on the possibility of flooding of the channel by February 15, and adjust the project schedule accordingly. All irrigation line work shall be completed by February 15. The liquidated damage clause will be exercised for non-completion of irrigation line work by February 15.

### **SC-09 MEASUREMENT AND PAYMENT**

#### **Payment**

The County makes contract payments according to Section 9, "Payment" of the Standard Specifications.

**Withholds**

The County may withhold payment for noncompliance per Section 9-1.16E, "Withholds" of the Standard Specifications.

**Progress Payments**

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these Special Conditions.

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

NONE

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

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

**Withholding of Retention Monies**

Pursuant to and in accordance with the provisions of Public Contract Code Section 20146, the County shall retain 5 percent of the estimated value of the work done and 5 percent of the value of materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the contract by the Contractor.

**Payment of Withheld Funds**

Pursuant to and in accordance with the provisions of Public Contract Code Section 22300, the contractor may elect to substitute securities for retention monies withheld by the County or to request payment of retention monies earned to an escrow agent.

**Final Payment and Claims**

Attention is directed to Section 9-1.17D, "Final Payment and Claims," of the Standard Specifications.

**SC-10 GEOTECHNICAL DATA AND EXISTING CONDITIONS**

The following geotechnical data and existing conditions data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

Geotechnical Report by Parikh Consultants, Inc dated March 24, 2017

**SC-11 SITE DATA**

The following site data is provided to assist the bidder in preparing their bid. This data is supplied for informational purposes. These materials are not contract documents and Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by County.

NONE

**SC-12 FEDERAL AID CONSTRUCTION CONTRACTS**

The Contractors attention is directed to the following Federal Requirements for Federal-Aid Construction Projects:

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

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.

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

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

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

The bidder shall complete the Disclosure of Lobbying Activities form included in Part III, "Proposal" which shall be submitted with its bid.

**Federal Lobbying Restrictions**

Section 1352, Title 21, United States Code prohibits Federal funds being expended by the recipient or any lower tier sub recipient 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 purpose 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:

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

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

**Disadvantaged Business Enterprise (DBE)**

This project is subject to Title 49 CFR 26.13(b):

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

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49CFR 26.5, the County shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown in the Invitation to Bidders or demonstrate that you made adequate good faith efforts to meet this goal.

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

[http://www.dot.ca.gov/hq/bep/find\\_certified.htm](http://www.dot.ca.gov/hq/bep/find_certified.htm)

All DBE participation will count towards the Agency's Annual Anticipated DBE Participation Level and the California statewide goal.

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

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer or regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

#### **DBE Commitment Submittal**

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

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

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

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

#### **Good Faith Efforts Submittal**

If you have not met the DBE goal, complete and submit the "DBE Information - Good Faith Efforts," Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

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

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

The Agency may consider DBE commitments of the 2<sup>nd</sup> and 3<sup>rd</sup> bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

**Subcontractor and disadvantaged Business Enterprise Records**

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

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - a. Name and business address of each 1<sup>st</sup>-tier subcontractor
  - b. Name and business address of each DBE subcontractor, DBE vendor, and DBE Trucking company, regardless of tier
  - c. Date of payment and total amount paid to each business

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

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

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

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

**Performance of Disadvantaged Business Enterprises**

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

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

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.

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

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

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

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

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G, "Construction Contract DBE Commitment", form unless it is performed or supplied by the listed DBE or an authorized substitute.

### **Buy America Requirements**

Furnish steel and iron materials to be incorporated into the work with certificate of compliance. Steel and iron materials must be produced in the U.S. except:

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

Production includes:

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

#### **Prompt Payment of Withheld Funds to Subcontractors**

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

#### **Female and Minority Goals**

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

1. The nationwide goal for female utilization is 6.9 percent.
2. The goal for minority utilization [45 Fed Reg 65984 (10/3/1980)] in Stanislaus County is 12.3%.

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

#### **Federal Trainee Program**

Not applicable.

#### **Title VI Assurances**

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

1. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

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

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

Maintain records and submit reports documenting your performance under this section.

#### **Required Federal Contract Provisions**

See the following pages for provisions.

FHWA-1273 -- Revised May 1, 2012

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Cargo Preference Act 1954 (CPA)

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23

U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. **Training and Promotion:**

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of

the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon

Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

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

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within

30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a

plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

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

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

**VII. SAFETY: ACCIDENT PREVENTION**

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

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

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

**XII. CARGO PREFERENCE ACT OF 1954(CPA)**

The provisions of this section related to 46 CFR 381.7(a) (1, 2) & 381.7 (b) (1, 2, 3) applies to federally funded highway construction projects. This requirement applies to materials or equipment acquired for specific Federal -aid Highway projects. The clauses required by this part shall provide that at least 50 percent of the freight revenue and tonnage of cargo generated by the U.S. Government Grant, Guaranty, Loan or Advance of Funds be transported on privately owned United States-flag commercial vessels. The following are suggested acceptable clauses with respect to the use of United States-flag vessels to be incorporated in the Grant, Guaranty, Loan and/or Advance of Funds Agreements as well as contracts and subcontracts resulting therefrom:

(a) Agreement Clauses. "Use of United States-flag vessels:

"(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

"(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—

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

"(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

"(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

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

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

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

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

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

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

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

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

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

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

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

**SC-13 BLANK****SC-14 BONDS****General**

At or before the date indicated in Part II – INFORMATION TO BIDDERS, Contractor shall file with County the following bonds:

- a. Corporate surety bond, in the form of Construction Performance Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
- b. Corporate surety bond, in the form of Construction Labor and Material Payment Bond, in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Sureties shall be satisfactory to County. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of [A,VII] or better in termination of the contract.

**SC-15 INSURANCE**

At or before the date specified in Instructions to Bidders, Contractor shall furnish to County satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

- a. Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards.
- b. The limits of such insurance shall not be coverage of less than \$3,000,000 each occurrence, \$3,000,000 general aggregate limit, and \$3,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
- c. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury and \$1,000,000 each occurrence Property Damage (or \$1,000,000 combined single limit, each accident).
- d. Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.

All policies of insurance shall be placed with insurers acceptable to County. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers' compensation) must have an A. M. Best Company rating of [A,VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of County, warrant such increase. Contractor shall increase required insurance amounts upon direction by County.

Required Endorsements: The policies required under paragraphs A, B, AND C, shall be endorsed, in a form and manner acceptable to County, as follows:

1. Name County of Stanislaus, its Board of Supervisors and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A, B, AND C.
3. Insurance shall be primary and no other insurance or self-insured retention carried or held by County shall be called upon to contribute to a loss covered by insurance for the named insured.
4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against County and all additional insureds, as well as other insurance carriers for the Work

Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A AND B above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.

Certificates of insurance and endorsements shall have clearly typed thereon County Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to County, Attention: Administrative Services Division at the address listed in Agreement, thirty (30) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon County's request, Contractor shall submit to County, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.

Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, County may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from County under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from County, County may retain out of sums due Contractor

under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If County is compelled to pay compensation, County may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse County.

Nothing in this Article shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to County within ten Days of County's request.

The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1. Each Professional shall maintain the following insurance at its sole cost and expense:
  - a. Provided such insurance is customarily required by County when professionals engaged in the profession practiced by Professional directly contract with County, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.
  - b. All insurance required by this section shall satisfy all other provisions of this Article relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing its Work on the Project.

If required by County, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to County.

## **SC-16 WORK DISPUTES**

All disputes shall comply with the provisions of Assembly Bill No. 626 (an act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts. Approved by the Governor: September 29, 2016) and requirements set forth in section 5-1.43, "Potential Claim and Dispute Resolution," of the Standard Specifications.

## **SC-17 ALTERATIONS AND MODIFICATIONS**

The County reserves the right to make changes to the plans and specifications in accordance with section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

## **SC-18 DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, OR DISCREPANCIES**

In case of discovery by Contractor of conflict, discrepancies, errors, or omissions among the various Contract Documents the matter shall be submitted in writing by Contractor to Engineer for clarification. Any work affected by Contractor prior to clarification by Engineer shall be at Contractor's risk.

**SC-19 DIFFERING SITE CONDITIONS**

See Section 4-1.06, "Differing Site Conditions" of the Standard Specifications.

If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to County promptly before conditions are disturbed, except in an emergency as required by Article SC-22, Emergencies, and in no event later than seven (7) days after first observance of:

- a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
- b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph, County will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, County will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Article SC-17 Alterations and Modifications. If County determines that physical conditions at the Site are not latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, County will so notify Contractor in writing, stating reasons.

Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:

- a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
- b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents, or
- c. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.

**SC-20 BLANK****SC-21 TIME ADJUSTMENT AND ENTITLEMENTS FOR DELAYS**

Contractor may receive a time extension and be compensated for delays caused directly and solely by the County. Submit an RFI per 8-1.07, "Delays" of the Standard Specifications.

All delay related time adjustments shall be per Section 8-1.07B, "Time Adjustments" of the Standard Specifications.

All delay related payment adjustments shall be per Section 8-1.07C, "Payment Adjustment" of the Standard Specifications.

**SC-22 EMERGENCIES**

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from County, is obligated to act to prevent

threat and damage, injury or loss, until directed otherwise by County. Contractor shall give County prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If County determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

### **SC-23 WORKING DAYS AND LEGAL HOLIDAYS**

County will provide inspectors during work days at no cost to the Contractor. Work days shall be defined as hours between 7 a.m. and 5 p.m. any day Monday through Friday of any week, excluding the following legal holidays:

New Year's Day, January 1  
 Martin Luther King Day, January, third Monday  
 President's Day, February, third Monday  
 Memorial Day, May, last Monday  
 Independence Day, July 4  
 Labor Day, September, first Monday  
 Veteran's Day, November 11  
 Thanksgiving Day, November, fourth Thursday  
 Friday after Thanksgiving Day  
 Christmas Eve, 1PM -5PM  
 Christmas Day, December 25

If the Contractor elects to schedule work outside normal hours of work, the Contractor shall request the additional days or hours at least forty-eight (48) hours prior to the work. No work shall be done outside of the normal working hours, without the prior consent of the County. The Contractor shall be responsible for payment to the County for providing inspectors for those days or hours. Inspector costs shall be the full reimbursable rate established by the County. Rates will be available to the Contractor at the pre-construction meeting if requested.

### **SC-24 SUBMITTALS**

Each submittal should meet the requirements of Section 5-1.23, "Submittals" of the Standard Specification and these Special Conditions.

Each Submittal must include:

1. Contract Number.
2. Designation as an "Action" or "Informational" Submittal
3. Sequential submittal number
4. A concise description of the material or item submitted
5. Be referenced to the bid item and Specification section

Submittals may be rejected if they are missing required information or do not meet the requirements of the Specification.

## COUNTY OF STANISLAUS DEPARTMENT OF PUBLIC WORKS

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### PART VI – SPECIAL PROVISIONS

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#### **SP-01 ORDER OF WORK**

Attention is directed to Section 7-1.04, “Public Safety,” of the Standard Specifications.

The first order of work shall be to submit a Water Pollution Control Plan (WPCP) and schedule for approval, prior to beginning the contract work.

The contractor shall commence construction with the Notice to Proceed and prioritize work to complete the reconstruction of the Turlock Irrigation District (T.I.D.) irrigation line before March 1, 2018.

The contractor shall submit an Asbestos Sampling and Analysis Plan for review and approval by the Engineer prior to reconstruction of T.I.D. irrigation line.

The contractor must submit a Staging Plan and a Traffic Control Plan for review and approval by the Engineer. Construction staging is to occur within the County Right-of-Way. The Staging Plan and Traffic Control Plan must be approved prior to commencement of construction activities.

The contractor shall submit a traffic signal and flashing beacon equipment for approval.

The contractor shall submit a Lead Compliance Plan for review and approval by the Engineer prior to removal of any striping.

Contractor shall contact T.I.D. irrigation to work with the District on schedule to remove and replace the water irrigation line crossing and submit the irrigation pipe for approval. Contractor shall contact property owner (APN: 041-053-005) to notify them prior to working on the property to remove and replace the T.I.D. irrigation line and standpipe. Permit to Enter for Construction will be provided during Pre-construction Conference.

The contractor shall notify the adjacent residents of the project in writing 48 hours in advance. The written notice shall include the time and date the road work may affect the residents. The contractor shall submit to the Engineer a sample of the notification flyer for review and approval prior to distribution to the residents. Contractor shall adjust resurfacing schedule to accommodate the residents waste pickup days.

All driveways shall remain open during the duration of the construction.

Contractor to remove all pavement thermoplastic markings, striping and markers within the project limits prior to overlaying the roadway.

The Contractor shall raise all frames, covers, existing survey monuments, manholes, water valves, and grates and other facilities to finished grade.

The Final order of work is to place all permanent traffic striping and pavement markings.

**SP-02 WATER POLLUTION CONTROL (WPC)**

The project disturbs less than one acre of land surface and is not part of a larger common plan or development so therefore it is exempt from the requirements of the NPDES General Permit for “Storm Water Discharges Associated with Construction and Land Disturbance Activities” (Order No. 2009-0009-DWQ, NPDES No. CAS000002).

The Contractor shall submit a water pollution control plan to the Engineer for approval prior to beginning construction activities. The Contractor shall use the Caltrans WPCP Template to develop their WPCP. A copy of the template can be found at the following website:

<http://www.dot.ca.gov/hq/construc/stormwater>

Full compensation for preparing, submitting for approval, monitoring, updating, and implementing the water pollution control plan as specified in these special provisions and as directed by the Engineer shall be considered as included in the contract lump sum price paid for **Water Pollution Control**, and no additional compensation will be allowed.

**SP-03 PROGRESS SCHEDULE**

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.02, “Schedule,” of the Standard Specifications, unless otherwise authorized in writing by the Engineer.

**SP-04 EXISTING FACILITIES**

Work involving existing property and facilities shall conform to Section 5-1.36, “Property and Facility Preservation,” and Section 15, “Existing Facilities” of the Standard Specifications and these Special Provisions.

Prior to construction, the contractor shall locate all survey monuments, utility boxes, manhole covers, etc., and establish swing ties or temporary markers.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 3 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground facility. Regional notification centers include, but are not limited to, the following:

Underground Service Alert Northern California (USA)	811, or 1-800-227-2600
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**SP-05 DUST CONTROL**

Dust Control work shall conform to Section 10-5 “Dust Control” of the Standard Specifications.

Full compensation for performing all work associated with “**Dust Control**” shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

**SP-06 MOBILIZATION**

Mobilization shall conform to the provisions in Section 9-1.16D, “Mobilization,” of the Standard Specifications.

Full compensation for performing all work associated with “Mobilization” shall be considered as included in the contract price paid for **Mobilization**, and no additional compensation will be allowed.

**SP-07 TEMPORARY TRAFFIC CONTROL**

Flagging, construction area signs, and all other traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and these Special Provisions.

Traffic Control Systems and construction area traffic control devices shall be in accordance with the current California Manual on Uniform Traffic Control Devices. The traffic control system for lane closures shall be in accordance with Standard Plans T-11, T-12 and T-13.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

The Contractor may be required to cover certain signs during the progress of the work. Signs that are no longer required or that convey inaccurate information to the public shall be immediately covered or removed, or the information shall be corrected. Covers for construction area signs shall be of sufficient size and density to completely block out the complete face of the signs. The retroreflective face of the covered signs shall not be visible either during the day or at night. Covers shall be fastened securely so that the signs remain covered during inclement weather. Covers shall be replaced when they no longer cover the signs properly.

Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," of the Standard Specifications and to the provisions in "Public Safety" of these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.04, "Public Safety," of the Standard Specifications.

The Contractor shall provide pilot cars to maintain traffic as needed during lane closures.

The provisions in this section shall not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulder.

A minimum of one paved traffic lane each direction, not less than twelve (12) feet wide, shall be open for use by public traffic at all times unless controlled by "Flagging." When construction operations are not actively in progress, not less than one lane in each direction shall be open to public traffic.

In the event a temporary road, ramp or driveway closure is necessary, the Contractor shall give the property owners and business owners 48 hours advance notice prior to closure.

Advance warning signs if any shall be furnished, installed and maintained by the Contractor. The Contractor shall submit traffic control plans. Said plans shall be approved by the Engineer before the affected item of work is begun. Traffic control plans shall show the placement of all signs, barricades, delineators and other traffic control devices required by the Contractor's operation. The Contractor is to maintain traffic on Keyes Road, Faith Home Road at all times.

If any component in the Traffic Control System is displaced or ceases to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the Traffic Control System, except portable delineators placed along open trenches or excavation adjacent to the traveled way shall be removed from the traveled way and shoulder.

The Contractor shall furnish, erect and maintain all construction area traffic control devices within the project and at all public road entrances to the project.

Full compensation for furnishing all labor (including flagging costs), materials, tools, equipment and incidentals, for preparing and submitting lane closure plans and for doing all work involved in maintaining traffic, including maintaining the roadbed in a smooth and even condition for passage of public traffic, furnishing, installing, and maintaining such signs, lights, flares necessary to expedite passage of public traffic through or around the work, and providing pilot cars as needed, all as specified in Sections 7-1.03, "Public Convenience," and 7-1.04, "Public Safety," of the Standard Specifications and as directed by the Engineer will be considered as included in the contract lump sum price paid for **Temporary Traffic Control**, and no additional compensation will be allowed.

#### **SP-08 TEMPORARY PAVEMENT DELINEATION**

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3, "Temporary Traffic Control Devices," of the Standard Specifications and these Special Provisions. Nothing in these Special Provisions shall be construed as reducing the minimum standards specified in the Manual of Uniform Traffic Control Devices published by State of California Department of Transportation, or as relieving the Contractor from his responsibility as provided in Section 7-1.04, "Public Safety," of the Standard Specifications.

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

Whenever lane lines and centerlines are obliterated, the minimum lane line and centerline delineation to be provided shall be temporary raised pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary raised pavement markers shall be the same color as the lane line or centerline the markers replace.

Temporary raised pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Temporary lane line or centerline delineation consisting entirely of temporary raised pavement markers placed on longitudinal intervals of not more than 24 feet shall be used on lanes open to public traffic for a maximum of 14 calendar days. Prior to the end of the 14 calendar days, the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 calendar days, additional temporary pavement delineation shall be provided at the Contractor's expense. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Work necessary, including required lines or marks, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers and removable traffic tape which conflicts with a new traffic pattern or which is applied to the final layer of surfacing or existing pavement to remain in place shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary pavement delineation, including temporary raised pavement markers used for temporary lane line and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required, shall be considered as included in the contract price paid for **Temporary Traffic Control**, and no additional compensation will be allowed.

## **SP-09 ASBESTOS SAMPLING AND ANALYSIS PLAN**

### **General**

Section 14-11.11 includes specifications for managing Asbestos-containing material (ACM). ACM as defined in Section 1529 of the Construction Safety Orders, Title 8, of the California Code of Regulations, may be present in buildings.

Friable ACM is defined under the Asbestos Hazard Emergency Response Act (AHERA) as "any material containing more than 1 percent (%) asbestos by area, that hand pressure can crumble, pulverize or reduce to powder when dry." The term non-friable implies that the asbestos fibers are tightly bound into the matrix of the material and should not become an airborne hazard as long as the material remains intact and undamaged, and is not sawed, sanded, drilled or otherwise abraded during removal.

When you encounter materials, which you reasonably believe to be asbestos as defined in Section 25914.1 of the Health and Safety Code, and the asbestos has not been rendered harmless, you may continue work only in unaffected areas reasonably believed to be safe.

Where friable ACM or non-friable ACM that is sanded, ground, abraded, crumbled, pulverized, or reduced to powder is to be removed during demolition, such material must be treated as hazardous waste, and must be removed, hauled and disposed of in accordance with all applicable Federal, State and local laws and ordinances.

### **Notifications**

Notify the San Joaquin Valley Air Quality Management District as required by National Emission Standards for Hazardous Air Pollutants (NESHAP), 40CFR Part 61, and California Air Resources Control Board rules. A copy of the completed notification form and attachments must be provided to the Engineer prior to submittal to the Air District. Notification must take place a minimum of ten (10) days prior to demolition or alteration.

Notify other local permitting agencies and utility companies prior to demolition or alteration.

### **Sampling and Analysis Plan**

At least fifteen (15) days prior to beginning any sampling for suspected ACM, submit a work plan for asbestos sampling and analysis, and the name and address and the Environmental Laboratory Accreditation Program (ELAP) certification number of the laboratory to be used, for review and

approval. If the plan is unacceptable, it must be returned, within ten (10) working days of the submittal, for revision that must be completed in five (5) working days. The Engineer must have five (5) working days to review and accept or reject the revised plan from the date the revised plan is received. No sampling and analysis work must proceed until the plan is accepted. The work plan for sampling and analysis must include, but not be limited to, sampling procedures, analytical method for analyses, sample handling and preservation, and the analytical program for testing for ACM and must be prepared and signed by a Certified Asbestos Consultant (CAC). This work must be performed by a licensed contractor who is registered pursuant to Section 6501.5 of the Labor Code and certified pursuant to Section 7058.6 of the Business and Professions Code.

### **Asbestos Investigation**

You or the subcontractor who performs an asbestos investigation, including visual surveys and sampling for asbestos-containing material (ACM) must meet the following requirements:

1. Be certified by the Division of Occupational Safety and Health
2. Be AHERA (Asbestos Hazard Emergency Response Act) trained,
3. Have passed an EPA-approved Building Inspector course, and
4. Possess a valid AHERA certification

Sampling must be consistent with the US EPA's Asbestos/NESHAP Regulated Asbestos Containing Materials Guidance. Samples must be taken from suspect ACM locations exposed during demolition of structures. Testing must be conducted in accordance with a work plan approved by the Engineer.

Samples must be taken in accordance with applicable regulations and analyzed for asbestos concentration by a laboratory certified by the California Department of Health Services, according to the method specified by 40 Code of Federal Regulations (CFR) Part 763 Subpart F, Appendix A EPA procedure 600/R-93/116 (Polarized Light Microscopy). The sampling locations must be representative of the various structural components where ACM is suspected. Samples must be transported to the laboratory within 24 hours of sampling. The laboratory must run analytical tests and results must be made available within a 48-hour turn-around.

### **Asbestos Survey Report**

Submit analytical results as soon as they are available. Submit an asbestos survey report. The asbestos survey report must include but not be limited to an executive summary, investigation methods, laboratory analysis program, investigation results, deviations from work plan with explanation, conclusions and recommendations, sampling maps, chain of custody, analysis and laboratory data sheets. The report must also include photographs of the structures and of the locations where the samples were taken. The corresponding sample identification numbers must be included in the photo captions.

Submit the survey report within 10 days of completion of sampling and analysis. The Engineer will review the survey report and provide comments within 7 working days. If, in the opinion of the Engineer, completion of work is delayed or interfered with by reason of the Engineer's delay in completing the review, you will be compensated for any resulting loss, and an extension of time will be granted as specified in Section 8-1.07. You will have five (5) days to make any requested edits and submit four copies of the Final survey report.

### **Quality Control and Assurance**

Manage ACM under State laws and regulations and county and municipal ordinances and regulations. Laws and regulations that govern this work include:

1. 8 CA Code of Regs § 1529 (Asbestos) and § 5192 (Hazardous Waste Operations and

- Emergency Response)
- 2. 17 CA Code of Regs § 93105 and § 93106
- 3. 22 CA Code of Regs, Div 4,5, Chp 10
- 4. Health & Safety Code, Division 20, Chp 6.5 (Hazardous Waste Control)

Manage ACM under the rules and regulations of the following agencies:

- 1. US EPA
- 2. DTSC
- 3. CDPH
- 4. Cal/OSHA
- 5. CARB
- 6. San Joaquin Valley Air Pollution Control District

### **Measurement and Payment**

Full compensation for performing all work associated with Asbestos Sampling And Analysis Plan shall be considered as included in the contract price paid for **Remove Irrigation Pipe and Structure**, and no additional compensation will be allowed.

If required, any removal and disposal of ACM will be paid for as extra work.

### **SP-10 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provision in Section 17-2, "Clearing and Grubbing," and Section 15, "Existing Facilities" of the Standard Specifications and these Special Provisions.

It shall be the contractor's responsibility to remove all obstructions within the right of way which interfere with the work shown on the drawings. The location of the obstructions shown on the plans is figurative only. The County does not guarantee the exact location of items shown. It shall be the Contractor's responsibility to determine which items are going to interfere with this work.

All improvements remaining either wholly or partially within the right of way that interfere with the work, including, but not limited to, retaining walls, footings, walks, curbs, paving, AC dike, and slabs above ground, trees, stumps, roots, tree trimming, orchard and landscaping irrigation pipes, valves and hose bibs shall be demolished and removed as part of the work included under clearing and grubbing.

The Contract lump sum price for Clearing and Grubbing shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with clearing and grubbing and no additional compensation will be allowed.

When the contract does not include a contract pay item for clearing and grubbing as specified above, full compensation for any necessary clearing and grubbing required to perform the construction operations specified shall be considered as included in the prices paid for the contract items of work requiring **Clearing and Grubbing** and no additional compensation will be allowed.

### **SP-11 REMOVE ROADSIDE SIGNS**

Removing Road Signs shall conform to the provisions in Section 82-9, "Existing Roadside Signs and Markers" of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with removing roadside sign all in accordance with the plans, specifications and these Special

Provisions shall be considered as included in the contract price paid for the **Remove Roadside Signs** and no additional compensation will be allowed.

#### **SP-12 SALVAGE FLASHING BEACON WARNING SYSTEM**

Contractor shall remove poles and salvage flashing warning light from the project and deliver to the County maintenance yard at:

Stanislaus County Department of Public Work  
1716 Morgan Road  
Modesto, CA 95358  
Contact: Jayne Sissle  
Phone Number: (209)-525-4146

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with remove flashing beacon system all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Remove Poles & Salvage Flashing Beacon System** and no additional compensation will be allowed.

#### **SP-13 REMOVE TRAFFIC STRIPES AND MARKINGS**

Work shall be completed per Section 89-4, "Existing Markings", and Section 14-11.12, "Removal of Yellow Traffic Stripe and Pavement Marking With Hazardous Waste Residue", of the Standard Specifications and these Special Provisions.

The lead compliance plan must be submitted and approved prior to removing thermoplastic striping.

The Contractor shall remove existing thermoplastic striping and pavement markings as shown on the plans and as directed by the Engineer. Thermoplastic striping and pavement markings shall be removed by grinding that does not materially damage the existing pavement. Pavement marking images shall be removed in such a manner that the old message cannot be identified. The pavement marking image shall be removed by grinding a rectangular area. The minimum dimensions of the rectangle shall be the height and width of the pavement marking.

Residue resulting from removal operations shall be removed from pavement surface by sweeping or vacuuming before the residue is blown by the action of traffic or wind, migrates across lanes or shoulders, or enters into drainage facilities.

Existing traffic striping shall be removed prior to placement of asphalt concrete overlay.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract lump sum price paid for in **Remove Pavement Markings and Striping** and no additional compensation will be allowed.

#### **SP-14 REMOVE EXISTING PAVEMENT**

The price paid to Remove Existing Pavement shall include full compensation for furnishing all labor, materials, tools, equipment, removing, saw-cutting, incidentals, transporting and disposing of the existing pavement section to be removed as shown on the plans all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract unit price paid for **Remove Existing Pavement** and no additional compensation will be allowed.

### **SP-15 REMOVE AND DISPOSE OF EXISTING IRRIGATION FACILITIES**

Remove and dispose of existing irrigation facilities shall conform in accordance with the provisions in Section 20-10.02C(4), "Remove Irrigation Facilities" of the Standard Specifications and these Special Provisions.

Do not abandon existing irrigation facility in place.

Contractor to contact Turlock Irrigation District (T.I.D.) Todd Troglin at 209-883-8367 prior to removal and reconstruction.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removing irrigation facilities and various works shall be considered as included in the contract lump sum price paid for **Remove Irrigation Pipe and Structure** and no additional compensation will be allowed.

### **SP-16 REMOVE AND REPLACE MAILBOX**

The Contractor shall temporary relocate existing mailboxes, including joint/gang and private mailboxes, which interfere with construction operations. Existing mailboxes shall be accessible for delivery at all times. Existing mailboxes shall either be installed on posts set in the ground or installed on temporary supports approved by the engineer.

When construction is complete, Contractor to coordinate with the affected owner(s) or as directed by the Engineer to install new mailbox in final position on posts or supports equivalent to the original.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with removing existing mailboxes as necessary and for furnishing new posts, planks and hardware as necessary to reset the mailboxes, shall be considered as included in the contract price paid for **Remove & Replace Mailbox** and no additional compensation will be allowed.

### **SP-17 REMOVE AND REPLACE FENCE**

Prior to removing fence, Contractor shall coordinate with affected property owner and the field Engineer. If necessary, Contractor shall use temporary fencing to secure access to the property. At no time shall affected property have an open access point. Contractor shall coordinate with affected property owner when installing new fence similar or like-kind to existing fence at the proposed location shown on plans or directed by the Field Engineer. Fence removal and reconstruction shall conform to the provision in Section 15 of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work involved with remove and replace various fence types construction all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the corresponding contract unit prices paid for **Remove & Replace Fence** and no additional compensation will be allowed.

### **SP-18 COLD PLANE ASPHALT CONCRETE**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the construction detail plans or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place and shall be the entire width of the area to be surfaced.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing.

Operations shall be scheduled so that not more than 7 days shall elapse between the time when transverse joints are planed in the pavement at the conform lines and the permanent surfacing is placed at the conform lines.

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 5-1.20B of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and disposing of planed material, including furnishing the asphalt concrete for and constructing, maintaining, removing, and disposing of temporary asphalt concrete tapers, as specified in the Standard Specifications and these Special Provisions shall be included in the contract unit price paid for **Cold Plane Asphalt Concrete** and no additional compensation will be allowed.

## **SP-19 WATERING**

The Contractor shall be responsible for developing a water supply and furnishing all water required for the work. Water must be non-potable.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with watering and dust control all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the various items of work involved and no additional compensation will be allowed.

### **SP-20 ROADWAY EXCAVATION**

Earthwork shall conform to the applicable requirements of Section 19, "Earthwork," of the Standard Specifications, except as herein provided.

The contractor shall excavate only as much trench as can effectively backfilled in the same day. All trenches in the roadway area shall be paved with temporary paving the same day the pavement cut is made. All trenches shall be backfilled so that traffic can cross at the close of each days work or protected to the satisfaction of the Engineer. There shall be no open trench left in the roadway area after normal working hours.

Material Testing shall be per SC-6, "Control of Materials" of the Special Conditions.

Street embankments and cut areas shall be graded and compacted as described in this Section. After all utilities and storm sewers have been installed, the subgrade shall be fine graded and restored to required grade, and then proof-rolled, utilizing a fully loaded tandem axle truck having a gross weight not less than 40,000 pounds and with the tires inflated to not less than 70 psi.

The quantities of structure excavation and structure backfill involved in excavation and backfilling pipe and other structures as shown on the Plans shall be considered included in the unit prices paid for the various items of work for which it applies and no separate payment will be made therefore.

Full compensation for Earthwork necessary for construction of Concrete Structures and Miscellaneous Concrete Construction shall be considered as included in the cost of the contract items for which it is related and no additional compensation will be allowed therefore.

The price paid for **Roadway Excavation** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in excavating, grading roadway ditch, embankment, transporting, filling, compacting and disposing of material, including filling between the back of walk and right of way, proof rolling, earthwork required for construction of asphalt concrete paving, concrete facilities, and roadway drainage as shown on the Plans and as specified in these Special Provisions shall be considered as included in the contract price paid for the **Roadway Excavation (F)** and no separate payment will be made therefore.

The quantity of Roadway Excavation shall be considered a final pay quantity as per Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

### **SP-21 EXPORT EXCESS MATERIAL**

This work shall conform to the provisions in Section 19-2.03B, "Surplus Material," of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tool, transportation, equipment and incidentals for doing all work involved with Export Excess Material all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **Export Excess Material** and no additional compensation will be allowed.

The quantity of Excess Material shall be considered a final pay quantity as per Section 9-1.02C, "Final Pay Item Quantities," of the Standard Specifications.

## **SP-22 SHOULDER BACKING**

Shoulder backing must comply with Section 19-9, "Shoulder Backing" of the Standard Specifications and these special provisions.

Quantities of imported material (shoulder backing) will be measured by the ton in conformance with the provisions in Section 9-1.02, "Measurement," of the Standard Specifications, except that the weight of water in the aggregate will not be determined and no deduction will be made from the weight of material delivered to the work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing shoulder backing, complete in place, including furnishing, placing, maintaining, and removing portable delineators, W8-9 (LOW SHOULDER) signs, and temporary supports or barricades for the signs, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Shoulder Backing**, and no additional compensation will be allowed.

## **SP-23 AGGREGATE BASE**

Aggregate base must comply with Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

Aggregate Base shall be Class 2.

Aggregate Base will be paid by the ton per Section 9 "Payment" and Section 26-1.04 "Payment" of the Standard Specifications.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing aggregate base, complete in place, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer shall be considered as included in the contract unit price paid for **Aggregate Base**, and no additional compensation will be allowed.

## **SP-24 HOT MIX ASPHALT**

This work shall consist of furnishing and placing asphalt concrete in conformance with Section 39, "Hot Mix Asphalt" (HMA) of the Standard Specifications and these Special Provisions.

Hot Mix Asphalt concrete shall be Type A.

The asphalt binder shall be grade PG 64-10 as specified in the Standard Specifications, unless otherwise noted on the plans or approved by the Engineer. Aggregate Gradations shall be as specified in Section 39-2.02B(4)(b), "Aggregate Gradations," of the Standard Specifications, except maximum aggregate size shall be  $\frac{3}{4}$  inch.

A maximum of 15% Reclaimed Asphalt Pavement (RAP) is allowed.

Use Method Compaction for placement of all HMA as specified in Section 39-2.01C. Material testing shall be per SC-06, "Control of Materials" of the Special Conditions.

A drop off of more than 0.15-foot will not be allowed at any time between adjacent lanes open to public traffic. The final lift of HMA for all streets shall be placed after all work related to underground facilities, excavations, reconstruction, trench pavement, and pre-paving work has been completed.

HMA smoothness requirements shall conform to 36-3 "Pavement Smoothness". Pavement smoothness shall be measured using the Straightedge Method. Inertial Profiler requirements shall not apply.

The completed surfacing shall be true to grade and cross section, of uniform smoothness and texture, compacted firmly, and free from depressions, humps or irregularities.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work performed under this section "Hot Mix Asphalt," including the placement of HMA, miscellaneous surface preparation, tack coats, dikes, and various HMA items, shall be considered as included in the contract unit price paid for **Hot Mix Asphalt (Type A)**, and no additional compensation will be allowed.

#### **SP-25 ADJUST SURVEY MONUMENTS TO GRADE**

Survey monuments shall be adjusted to grade in accordance with the Stanislaus County Standards and Specifications, and these Special Provisions.

The contractor is responsible for preserving all survey monumentation. If an existing monument must be removed contractor is to contact Stanislaus County Surveyor's Office at (209) 525-4135 as soon as possible and county personnel will tie the monument out. If the monument is in an existing monument box the contractor shall attempt to reuse the box. If the box is not reusable contractor shall obtain new monument boxes and lids from Stanislaus Public Works at 1716 Morgan Road. After roadway construction is complete contractor shall contact Stanislaus County Surveyor's Office to mark the location for the placement of the monument box. The contractor shall install the monument box and lid to finished grade as marked. Stanislaus County Surveyor's Office will then install the monument inside the existing box at a later date.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with adjusting survey monuments to grade in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract unit price paid for the **Adjust Survey Monument To Grade**, and no additional compensation will be allowed.

#### **SP-26 UTILITY COVER TO GRADE**

Frames and covers and frames and grates of existing manholes, water valves, grates or other facilities shall be adjusted to grade in accordance with the provisions in Section 71-5, "Adjust Drainage Structures," of the Standard Specifications, section 3.21, "Final Adjustment of Utility Covers", of Stanislaus County Standards and Specifications, and these Special Provisions.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with adjusting frame and cover and frames and grates to grade all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **Adjust Valve To Grade** and no additional compensation will be allowed.

#### **SP-27 REINFORCED CONCRETE PIPE**

Reinforced concrete pipe shall conform to the provisions in Section 65-2, "Reinforced Concrete Pipe," of the Standard Specifications, Section 4.9, "Pipelines," of the County Standard Specifications, and Turlock Irrigation District (T.I.D.) Standards and Specifications.

Trenching and backfilling shall conform to County Standard Plate 3-H2.

Except as otherwise designated by classification on the plans or in the specifications, joints for drainage pipes shall conform to Section 65-2.02F of the Standard Specifications for standard joints.

Reinforced concrete pipe for irrigation facilities shall be Class III, rubber gasketed and conform to the provisions in ASTM C-76 for rubber gasketed reinforced concrete pipe (RGRCP).

Full compensation for furnishing and installing reinforced concrete pipe for irrigation and storm drain pipelines shall be considered as included in the contract unit price paid for **36" R.G.R.C.P. Irrigation Pipe (Class III)** and no additional compensation will be allowed.

## **SP-28 RESERVED**

## **SP-29 CONNECTION TO EXISTING IRRIGATION PIPE**

The connection to existing irrigation pipe shall conform to the provisions in Section 70, "Miscellaneous Drainage Facilities" of the Standard Specifications, the County Standards and Specifications and Turlock Irrigation District Standards and Specifications.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with Connection to Existing Irrigation Pipe construction all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **Connection To Existing Irrigation Pipe** and no additional compensation will be allowed.

## **SP-30 AIR VENT STANDPIPE**

The installation of air vent standpipe shall conform to the provisions in Section 70, "Miscellaneous Drainage Facilities" of the Standard Specifications, the County Standards and Specifications and Turlock Irrigation District Standards and Specifications.

Full compensation for furnishing all labor, materials, tool, equipment and incidentals for doing all work involved with Air Vent Standpipe construction all in accordance with the Standard Specifications and these Special Provisions shall be considered as included in the contract price paid for the **Air Vent Standpipe** and no additional compensation will be allowed.

## **SP-31 MIDWEST GUARDRAIL SYSTEMS**

Midwest Guardrail System shall be constructed in conformance with the provisions in Section 83-2.02, "Midwest Guardrail Systems," of the Standard Specifications and these Special Provisions.

Line posts and blocks shall be wood.

Contractor shall pay close attention and center guardrail beam to span over to T.I.D. Irrigation crossing at approximate station 25+16.00.

Full compensation for furnishing and installing Metal Beam Guard Railing shall be considered as included in the contract unit price paid for **Midwest Guardrail System (Wood Post)**, and no additional compensation will be allowed.

**SP-32 ALTERNATIVE IN-LINE TERMINAL SYSTEM**

Alternative in-line terminal system shall conform to provisions in Section 83, "Railings and Barriers" of Standard Specifications and shall be ET-2000 Plus, model TL-2 manufactured by Trinity Highway Products or an Approved Equal.

The contractor shall install the alternative in-line terminal system according to the manufacturer's instructions.

Full compensation for furnishing and installing Alternative In-Line Terminal System shall be considered as included in the contract unit price paid for **Alternative In-Line Terminal System**, and no additional compensation will be allowed.

**SP-33 END ANCHOR ASSEMBLY (TYPE SFT)**

End anchor assembly shall be constructed in conformance with the provisions in section 83-2.02C(2), "End Anchor Assemblies", of the Standard Specifications and these Special Provisions.

Minor concrete shall comply with section 90-2, "Minor Concrete", of the Standard Specifications.

Full compensation for furnishing and installing Alternative In-Line Terminal System shall be considered as included in the contract unit price paid for **End Anchor Assembly (Type SFT)**, and no additional compensation will be allowed.

**SP-34 ROADSIDE SIGNS**

Roadside signs shall conform to the provisions in Section 82, "Signs and Markers," of the Standard Specifications and shall be installed at the locations shown on the plans or as directed by the Engineer.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with construction of roadside signs all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract unit price paid for **Roadside Signs** and no additional compensation will be allowed.

**SP-35 SOLAR FLASHING BEACON SYSTEM**

Solar Flashing Beacon Systems shall be installed at the locations shown on the plans or where designated by the Engineer. Solar Flashing Beacon System shall be Carmanah Model R247-E Compact Beacon or an Approved Equal.

Minimum Technical Specifications:

- 12" LED **Yellow** Indicator
- Black housing
- ITE VTCSH LED Signal Supplemental Standard
- MUTCD compliant
- Ambient Lighting Auto Adjustment
- Mounting
- Solar Engine
- 10W minimum photovoltaic cell
- Waterproof Solar Engine enclosure
- Power System
- 12V DC
- Sealed, Maintenance Free 12V Battery System

- Replaceable, recyclable by end user
- California Manual on Uniform Traffic Devices 2014 Edition, Chapter 4L
- Solar Flashing Beacon system and W3-3 sign shown on plans shall be mounted on 2" Telespar post.

Full compensation for furnishing all labor materials, tool, equipment and incidentals for doing all work involved with construction of Solar Flashing Beacon Systems all in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract unit price paid for **Solar Flashing Beacon System**, and no additional compensation will be allowed.

#### **SP-36 RESERVED**

#### **SP-37 THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS (ENHANCED WET-NIGHT VISIBILITY)**

Thermoplastic traffic stripes (traffic lines) and pavement markings with enhanced wet-night visibility shall conform to the provisions in Sections 84, "Markings" of the Standard Specifications and as specified in these special provisions.

Thermoplastic material for traffic stripes and pavement markings shall be applied at a minimum thickness of 0.100 inch.

Thermoplastic traffic stripes and pavement markings with enhanced wet-night visibility shall consist of a single uniform layer of thermoplastic and a layer of bonded core elements and a layer of glass beads as follows:

The 1st layer of bonded core elements shall be 3M Bonded Core All Weather Reflective Elements for use in thermoplastic traffic stripes and pavement markings. The color of the bonded core elements shall match the color of the stripe or marking to which they are being applied.

The 2nd layer of glass beads shall comply with AASHTO M247 Type 2.

Both bonded core elements and glass beads must be surface treated for use with thermoplastic under the manufacturer's instructions.

The bonded core elements (surface-drop) shall contain either clear or yellow tinted microcrystalline ceramic beads bonded to the opacified core. These elements shall not be manufactured using lead, chromate or arsenic. All "dry performing" microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 1.8 when tested using the liquid oil immersion method. All "wet performing" microcrystalline ceramic beads bonded to the core shall have a minimum index of refraction of 2.30 when tested using the oil immersion method.

## Gradations for the Bonded Core Elements

Element Gradations Mass Percent Passing (ASTM D1214)		
US Mesh	Micron	“S” series
12	1700	85-100
14	1410	70-96
16	1180	50-90
18	1000	5-60
20	850	0-25
30	600	0-7

A sample of bonded core reflective elements supplied by the manufacturer shall show resistance to corrosion of their surface after exposure to a 1 % solution (by weight) of sulfuric acid. The 1 % acid solution shall be made by adding 5.7 cc of concentrated acid into 1000 cc of distilled water.

The bonded core elements shall be surface treated to optimize embedment and adhesion to the thermoplastic binder.

Minimum retroreflectivity values [mcd(ft<sup>2</sup>)(fc)] metric equivalent [mcd(m<sup>2</sup>)(lux)] are shown below:  
Minimum Initial Retroreflectivity Values

Test Method	White	Yellow
Dry (ASTM E1710)	700	500
Wet recovery (ASTM E2177)	280	250
Wet continuous (ASTM E2832)	90	75

Note: Increased element drop may be necessary to compensate for increased surface area characteristic of rough pavement surfaces.

Mobile truck mounted applicators shall be capable of traveling at a uniform, predetermined speed over variable road grades to produce uniform application of striping material, following straight lines and making normal curves in a true arc. The equipment shall be capable of air blasting the pavement, applying the stripe and immediately dropping the bonded core elements and glass beads in a single pass at speeds of up to 8 MPH.

Walk-behind cart applicators shall be capable of uniform application of striping material at walking speeds, following straight lines and making tight turns symbols and legends. Mobile equipment must be available to air blast the areas immediately prior to hand cart application. The walk-behind cart shall be capable of applying the molten binder and immediately dropping the bonded core elements and glass beads in a single pass at walking speeds.

The equipment shall be capable of application of bonded core elements and glass beads to the surface of the pavement marking by double drop application. The element dispenser for the first drop shall be attached to the striping machine in such a manner that the elements are dispensed closely behind the binder application device. The bead dispenser for the second drop shall be attached to the striping machine in such a manner that the beads are dispensed immediately after the first drop (bonded core elements).

The applicator for the bonded core elements and glass beads shall be capable of delivering a uniform drop rate at required application speeds. The bonded core elements and glass beads are applied such that they appear uniform on the entire traffic marking.

The specified reflective media shall be dropped immediately after binder application. Reflective media consists of retroreflective elements followed by glass beads commonly called “Double-Drop” and shall be applied to achieve the application rates shown below.

#### Bonded Core Element Application Rates for Thermoplastic Binders

Units	Minimum for smooth pavement surfaces
Lb. per 4 in. ln. ft.	0.022
Lb. per 100 sq. ft.	6.6
Gr. per 4 in. ln. ft.	10

Note: Increased element drop may be necessary to compensate for increased surface area characteristic of rough pavement surfaces

#### Application Rates for Glass Beads

Units	AASHTO M247 (Type 2)
Lb. per 4 in. ln. ft.	0.048
Gr. per 4 in. ln. ft.	22
Lb. per 100 sq. ft.	14.4

Note: Increased glass bead may be necessary to compensate for increased surface area characteristic of rough pavement surfaces

Within 3-7 days of applying a thermoplastic traffic stripe or pavement marking with enhanced wet-night visibility, the Contractor shall test the retroreflectivity using a reflectometer in the presence of the Engineer under ASTM E1710. For continuous lines, reflectance measurements must be made at approximately 20 feet intervals. For skip lines, measurements must be taken at two random locations on each skip. The Contractor shall provide all equipment necessary to conduct field tests.

Retroreflective pavement markers to be installed along with thermoplastic traffic striping shall conform to the provisions in Section 81-3.02C, “Retroreflective Pavement Markers,” of the Standard Specifications and these special provisions.

Full compensation for furnishing and installing retroreflective pavement markers shall be considered as included in the contract unit price paid for the various thermoplastic traffic striping requiring retroreflective pavement markers, and no additional compensation will be allowed.

The quantity of thermoplastic traffic stripes (Enhanced Wet-Night Visibility) to be paid for will be determined by measuring the length of traffic stripes applied. No deductions will be made for gaps in traffic striping. Payment for thermoplastic traffic stripes will be made at the contract unit price bid per linear foot of **Thermoplastic Striping**.

The quantity of thermoplastic pavement markings (Enhanced Wet-Night Visibility) to be paid for will be determined by the actual area of pavement markings applied. Payment for thermoplastic pavement markings will be made at the contract unit price bid per square foot of **Thermoplastic Pavement Markings**.

The prices bid for **Thermoplastic Striping** and **Thermoplastic Pavement Markings** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work included in furnishing, placing and testing Thermoplastic Striping and Thermoplastic Pavement Markings (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe), including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified herein, and as directed by the engineer, and no additional compensation will be allowed.

### **SP-38 ENVIRONMENTAL MITIGATION**

Environmental reevaluation will be required if the scope of the project changes to include additional areas of activities, or if previously unknown cultural or other sensitive resources are discovered.

A lead compliance plan for worker health and safety must be prepared by a Certified Industrial Hygienist and must be implemented prior to the start of construction activities. This plan is needed in order to minimize worker exposure to lead chromate or lead while handling grindings containing thermoplastics.

The Contractor is responsible for disposal of thermoplastic grindings. Stanislaus County will provide a temporary EPA ID number and sign the manifest prior to properly disposing of hazardous waste.

Full compensation for preparation, submittal, and implementation of a lead compliance plan shall be considered as included in the contract lump sum price paid for **Lead Compliance Plan**, and no additional compensation will be allowed.

### **SP-39 RESERVED**

### **SP-40 PORTABLE CHANGEABLE MESSAGE SIGN**

The Contractor shall furnish, place, operate, and maintain five (5) Portable Changeable Message Signs as shown on the Traffic Control Plans or where designated by the Engineer in conformance with the provisions of Section 12, "Temporary Traffic Control," of the Standard Specifications for the duration of the project or as directed by the Engineer.

Full compensation for furnishing, placing and maintaining five (5) Portable Changeable Message Signs as specified in this special provision or as directed by the Engineer shall be considered as included in the contract price paid for the **Portable Changeable Message Sign**, and no additional compensation will be allowed.

### **SP-41 AS-BUILT DRAWINGS**

The Contractor shall maintain a neatly marked set of full-size as-built record drawings showing all changes to the plans. As-built record drawings shall reflect change orders, and modifications to all improvements constructed. Where necessary, supplemental drawings shall be prepared and submitted by the Contractor.

Prior to acceptance of the project, the Contractor shall deliver to the Engineer, two sets of neatly marked as-built record drawings, including a scanned "PDF" file, showing the information required above. As-built record drawings shall be reviewed and the complete as-built record drawing set shall be current with all changes and deviations redlined as a precondition to the final progress payment approval and/or final

acceptance. Submittal of acceptable As-built Drawings may be considered as a controlling operation of work.

The Contract lump sum price for As-built Drawings shall include full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with **As-built Drawings** and no additional compensation will be allowed.

## **SP-42 TRAFFIC SIGNAL AND LIGHTING**

### **General**

This work shall include the furnishing of all labor, materials, tools, and equipment to construct and complete in an efficient and workmanlike manner the installation of the traffic signal system in accordance with the these Special Provisions, the approved plans, included Revised Standard Plans, the included Revised Standard Specifications, the 2015 Standard Plans and the 2015 Standard Specifications.

Traffic signal installation work is to be performed at the following intersections:

Keyes Road at Faith Home Road

The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the Plans, as specified in these Special Provisions, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the work necessary to provide the system described, or shown, shall be furnished and installed as part of this contract at no additional cost to the County. The work shall be complete and ready for service as shown on the Plans and/or specified to the satisfaction of the Engineer.

Submit a schedule of values within 15 days after Contract approval. Do not include costs for the traffic control system (traffic handling) in the schedule of values.

The Contractor shall bear the cost of any utility interruption, temporary relocation, modification, or other modifications as needed to install or remove any traffic signal equipment.

The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that, when the cabinet door is fully open, the drawing is oriented with the intersection.

The Contractor shall furnish, in a three-ring binder, a maintenance manual for all auxiliary equipment, and vehicle detector sensor units, control units, and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following items:

- (a) Specifications
- (b) Design characteristics
- (c) General operation theory
- (d) Function of all controls
- (e) Trouble shooting procedure (diagnostic routine)
- (f) Block circuit diagram
- (g) Geographical layout of components
- (h) Schematic diagrams

- (i) List of replaceable component parts with stock numbers

No signal standard shall be delivered on-site until Contractor has all signal materials on hand.

Signal heads shall not be installed before traffic signal controller is installed and wired.

### **Maintaining Existing And Temporary Electrical Systems**

Existing traffic signal system shutdowns shall be limited to periods between the hours of 9:00 a.m. and 3:00 p.m.

The Contractor shall place "STOP AHEAD" and "STOP" signs to direct vehicle and pedestrian traffic through the intersection during traffic signal system shutdown. All signal faces shall be covered if the system must be shut down for a 24-hour period. Contractor must request in writing the Engineer's approval 48 hours prior to a 24-hour signal system shutdown. The Contractor shall wait for the Engineer's approval, in writing, prior to any 24-hour signal system shutdown. If written approval is not received by the Contractor within 48 hours of request, Contractor will assume the request has been denied. Temporary "STOP AHEAD" and "STOP" signs shall be either covered or removed when the system is turned on.

One "STOP AHEAD" sign and one "STOP" sign shall be placed for each direction of traffic. For two-lane approaches, two "STOP" signs shall be placed. Location of the signs shall be as directed by the Engineer.

"STOP AHEAD" and "STOP" signs shall be furnished by the Contractor and shall conform to the provisions in Section 12-3.06, "Construction Area Signs," of the Standard Specifications except that the base material for the signs shall not be plywood.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work as required in this section shall be considered as included in the contract lump sum price paid for Traffic Control, and no additional compensation will be allowed.

### **Regulations And Code**

All work and materials shall conform to the latest codes, rules, and regulations of the following:

- (a) State Codes and Ordinances
- (b) Local City and/or County Ordinances
- (c) National Electrical Code
- (d) Uniform Building Code

Nothing in these Specifications is to be construed to permit work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Plans and Specifications require higher standards or larger sizes than those required by the Ordinances and Statutes, the Plans and Specifications shall take priority.

The Contractor shall have Special Dispensation from the California Occupational Safety and Health Administration to conduct operations no closer than 6 feet, but within 10 feet, of a high voltage line prior to erecting signal standards.

### **Overhead Sign Structures, Standards, And Poles**

Overhead Sign Structures, Standards, and Posts shall conform to Section 56 "Overhead Sign Structures, Standards and Poles", of the Standard Specifications.

The sign mounting hardware, as shown on Detail U of Standard Plan ES-7N, shall be installed at the locations shown on the plans.

Where the plans refer to the side tenon detail at the end of the signal mast arm, the applicable tip tenon detail may be substituted.

Standards and Poles shall have two-piece base covers to cover anchor bolts.

Standards for signals, lighting, and flashing beacons, poles for closed circuit television, pedestals for cabinets, posts for extinguishable message sign and posts for pedestrian push button assemblies must comply with Section 56-3 "Standards and Poles," of the Revised Standard Specifications.

### **Cabinet Assembly**

The Contractor shall furnish controller-ready assemblies consisting of wired Model 332L cabinets and all auxiliary equipment required to control the signal indications as shown on the Plans, and as specified in these Special Provisions for each location. The Traffic Signal Controller will be an Agency Furnished Material. The controller-ready assemblies shall be furnished complete with all equipment conforming to the requirements in the "Transportation Electrical Equipment Specifications," issued by the State of California. Cabinets, equipment, and all modifications thereto shall be type approved by the State of California Testing Laboratory, and shall have California State Quality Product listing.

The controller cabinet layout and component locations shall conform to the requirements for Model 332L cabinet in the "Transportation Electrical Equipment Specifications," and addendum thereto, issued by the State of California.

Cabinets shall have the additional following items installed:

1. LED Cabinet lighting with door switches on both doors.
2. Auto/manual control with police panel cord.
3. Pull-out drawer/shelf assembly
4. EDI 2010ECL Conflict Monitor Unit or Approved Equal
5. Corbin lock, keyed "State #2."

All compression connectors that terminate inside controller cabinets for low voltage circuits shall be soldered.

The cabinets shall be wired and fully equipped for traffic actuation and phasing as shown on the Plans.

Cabinets shall be aluminum.

The Contractor shall arrange to have a representative from the County Traffic Engineering Department and a signal technician, qualified to work on the controller units and employed by the controller unit manufacturer or his representative, present at the time the equipment is turned on.

The convenience receptacle shall have ground-fault circuit interruption as defined by the Code. Circuit interruption shall occur on 6 milliamperes of ground-fault current and shall not occur on less than 4 milliamperes of ground-fault current.

**Contractor shall furnish a certificate of compliance from a state approved testing laboratory indicating the unit has been fully bench tested.**

### **Service Enclosure**

Traffic signal service enclosure with battery backup system (BBS) shall be installed as shown on the plans. Voltage ratings of the service equipment shall confirm to the service voltages indicated on the plans.

Service Enclosure shall conform to the provisions in Sections 86-1.02P, "Enclosures," of the Standard Specifications and as indicated on the plans.

### **Replace the 14th paragraph of Section 86-1.02P(2) of the RSS for section 86 with:**

Circuit breakers used as disconnects must have a minimum interrupting capacity of 42,000 A, rms, for 120/240 V(ac) services and 30,000 A, rms, for 480 V(ac) services.

--END RSS REPLACE--

### **Battery Backup System**

The battery backup system (BBS) shall be a self-contained system, mounted inside the service enclosure. BBS shall provide four hours of normal traffic signal operation followed by eight hours of all-red flash operation. The BBS shall be configured to automatically return the traffic signal system to line power when power is restored. BBS shall be furnished with a minimum, two-year warranty, with the two year warranty period starting on the date of the signal turn-on.

The BBS controller shall include an Ethernet port for connection to a laptop computer or network. Software for the interfacing of the BBS controller shall be provided. A bypass switch shall be provided to allow removal of batteries without interruption of line power flow to the traffic signals.

BBS shall provide line conditioning for protection against power surges or brownouts.

The supplied BBS batteries shall be dated within 3 months of the turn on date.

### **Vehicle Signal Faces And Signal Heads**

Signal housings shall be polycarbonate manufactured from virgin material using lexan polycarbonate black in color.

Backplates shall be polycarbonate material black in color.

All signals shall have tunnel visors and backplates black in color. All sections of all signals shall be 12".

All indications shall have Light Emitting Diode (LED's) signal modules that meet the latest Caltrans Specifications.

Top openings of signal heads shall be sealed in the interior with neoprene gaskets.

### **Luminaries**

Luminaries shall be/have:

1. LED Type
2. Rated to operate under a supplied voltage of single phase 120V/240V.

3. Factory BUG rating of B3 U0 G3 and shall not require external shields to achieve such rating.
4. Color Temperature of light output shall be 4000K
5. Factory furnished with a Control Ready 7-wire Photo-control receptacle and Twist Lock Shorting Cap.
6. Luminaire drive current shall not exceed 66% of the current rating of the supplied LED Driver chip.
7. Luminaires shall be factory furnished with a mounting bracket suitable for Round horizontal pole mounting.

All luminaries shall be LED Cobra Head Models:

<b>HPS Equivalency</b>	<b>Minimum Lumen Output</b>	<b>Model</b>
<b>150w</b>	8,500	Leotek GCM2-30H-MV-NW-3R-GY-700 or Approved Equal
<b>200w</b>	11,000	Leotek GCM2-30H-MV-NW-3R-GY-1A or Approved Equal
<b>250w</b>	14,000	Leotek GCM2-40H-MV-NW-3R-GY-950 or Approved Equal
<b>310w</b>	20,000	Leotek GCL1-80G-MV-NW-3R-GY-700 or Approved Equal

### **Photoelectric Controls**

Photoelectric Control Unit shall be:

1. Extra Long Life type (20 year UV Protection)
2. Type II Control Type unless shown otherwise on plans.
3. Furnished and installed at the location shown on the plans.
4. AcuityControls DTL brand DLL127F1.5CUL J1 or approved equal.

There shall only be one photoelectric control unit installed on a single lighting control circuit.

### **Terminal Compartment**

Slip-fitters and terminal compartments shall be cast bronze. All parts of signal mounting assembly shall be black in color.

### **Accessible Pedestrian Signal (APS)**

Not Used

### **Push Button Assemblies**

Not Used

### **Hybrid Video And Video Detection Systems**

#### **GENERAL**

If required, phase extension modules shall be approved by the Engineer.

Video Detection system shall be able to discriminate between cyclists and vehicles.

Video Detection System shall have dedicated green max for fog/contrast errors.

All video signal/power cable shall be as specified by manufacturer.

When the Video Detection System transfers video signal over Coax cable, a surge panel shall be installed prior to system turn on.

One rack-mounted, slide-out 17" LCD Color Monitor w/dual BNC video input shall be furnished to the County for use with the approved video detection system. It shall be mounted in a location as to not block visibility of the Rackmount ATC Controller.

Monitor output shall be able to be electronically or mechanically switched between all video feeds.

Video Detection System shall be IP-Addressable, either through the processing unit, or through the use of an auxiliary accessory.

Video Detection sensor units shall be mounted on mast arms per manufacturer specification, as shown on plans, or as approved by the Engineer.

A technician from the equipment Manufacturer shall be present during system installation, programming and camera aiming and shall inspect all elements prior to system turn on.

### **HYBRID VIDEO DETECTION SYSTEM**

Hybrid Radar/Video Detectors shall be Iteris Model Vantage Vector (VECTOR) or Approved Equal.

Each hybrid detector shall detect up to 600' beyond the unit for approaching vehicles.

Hybrid detection system shall emulate loop sensors and handle up to 24 detector zones per camera channel.

	<b>Iteris</b>	<b>Other</b>
<b>Hybrid Sensor</b>	Vantage Vector	Approved Equal
<b>Image Processor</b>	Vantage Edge2 Processor	
<b>Extension Modules</b>	Vantage Edge2 Extension Modules	
<b>Interface Panel</b>	n/a	
<b>Communications</b>	EDGE Connect	
<b>Wire</b>	Siamese type Belden 8281 or equivalent w/ 3#16 conductors	
<b>Other Hardware</b>	Surge Panel	

### **VIDEO DETECTION SYSTEM**

Not Used

### **Loop Detectors**

Not Used

### **Network HD Camera**

### **GENERAL**

The Network HD Camera shall be a Remote-IP High Definition (HD) Pan-Tilt-Zoom (PTZ) Dome Camera (Camera) and shall be installed to the manufacturer's specifications on the Luminaire Mast Arm (LMA).

Per the manufacturer's recommendation, the exact mounting location on the LMA may differ from the location shown on the project plans, but must remain mounted on the LMA identified.

Manufacturer's recommended mounting shall be part of the submittal for the Traffic Signal System and considered as an informational submittal. The Engineer shall approve the installation location.

Equipment and materials used shall be standard components that are manufactured and available for purchase as standard replacement parts as long as the product is commercially available from the manufacturer.

All manufactured products shall be thoroughly tested and proven in actual use.

All manufactured products shall include, at no additional cost, online support services and availability of a toll-free (U.S. and Canada), 24-hour technical assistance program (TAP) for emergencies.

The manufacturer shall repair or replace without charge, manufactured products proven defective in material or workmanship for the stated warranty period from the date of shipment.

## **CAMERA**

The Camera shall be a dome type with:

- |                                                           |                                                                                                                                                |
|-----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| a. Pan Movement                                           | 360° continuous pan rotation                                                                                                                   |
| b. Pan Speed                                              | Variable between 400 per second continuous pan to 0.1° per second                                                                              |
| c. Vertical Tilt                                          | Unobstructed tilt of +1° to -90°                                                                                                               |
| d. Manual Control Speed                                   | Pan speed of 0.1° to 80° per second and pan at 150° per second in turbo mode; tilt operation shall range from 0.1° to 40° per second           |
| e. Automatic Preset Speed                                 | Pan speed of 280° and a tilt speed of 160° per second                                                                                          |
| f. Presets                                                | 64 positions                                                                                                                                   |
| g. Tours                                                  | 8 tours                                                                                                                                        |
| h. Preset Accuracy                                        | ± 0.1°                                                                                                                                         |
| i. Proportional Pan/Tilt Speed                            | Speed decreases in proportion to the increasing depth of zoom                                                                                  |
| j. Motor                                                  | Continuous duty and variable speed, operating at 18 to 32 VAC, 24 VAC nominal                                                                  |
| k. Window Blanking                                        | 32 blanked windows                                                                                                                             |
| l. Auto Flip                                              | Rotates dome 180° at bottom of tilt travel                                                                                                     |
| 1. Dome Drive Compatibility                               | All dome drives are compatible with all back box configurations                                                                                |
| 2. Power Consumption                                      | Nominal 23 VA (without heater and blower running)<br>Nominal 73 VA (with heater and blower running)                                            |
| m. Stainless Steel, Environmental back box and lower dome |                                                                                                                                                |
| 1. Connection to Dome Drive                               | Quick, positive mechanical and electrical disconnect without the use of any tools                                                              |
| 2. Installation                                           | Quick-mount pole adapter                                                                                                                       |
| 3. Cable Entry                                            | Through 1.5-inch NPT fitting                                                                                                                   |
| 4. Environmental Features                                 | Factory-installed heaters, blowers, and sun shroud                                                                                             |
| 5. Operating Temperatures                                 | Maximum temperature range of (-60°F to 140°F) (-51°C to 60°C) for two hours and a continuous operating range of -50°F to 122°F (-45°C to 50°C) |

- |    |                        |                          |
|----|------------------------|--------------------------|
| 6. | Construction           | Stainless Steel          |
| 7. | Trim Ring Connection   | 2 screws                 |
| n. | General Specifications |                          |
|    | Construction           |                          |
| 1. | Dome Drive             | Aluminum, thermo plastic |
| 2. | Lower Dome             | Acrylic                  |
|    | Light Attenuation      |                          |
| 1. | Smoked                 | f/0.5 light loss         |
| 2. | Clear                  | f/0.0 light loss         |

The Camera shall have the following Video Specifications:

- |    |                       |                                                                                                                                                                            |
|----|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | Video Encoding        | H.264 in High, Main, or Base profiles and MJPEG                                                                                                                            |
| b. | Video Streams         | Up to 2 simultaneous streams, the second stream is variable based on the setup of the primary stream                                                                       |
| c. | Frame Rate            | Up to 30, 25, 15, 12.5, 10, 8.333, 7.5, 6, 5, 3, 2.5, 2, 1 (depending upon coding, resolution, and stream configuration)                                                   |
| d. | Available Resolutions |                                                                                                                                                                            |
| 1. | 16:9 Aspect Ratio     | 2.07 MPx (1920 x 1080)                                                                                                                                                     |
|    | 0.92 MPx (1280 x 720) |                                                                                                                                                                            |
|    | 0.36 MPx (800 x 448)  |                                                                                                                                                                            |
|    | 0.23 MPx (640 x 352)  |                                                                                                                                                                            |
|    | 0.13 MPx (480 x 272)  |                                                                                                                                                                            |
|    | 0.06 MPx (320 x 176)  |                                                                                                                                                                            |
| e. | Supported Protocols   | TCP/IP, UDP/IP (Unicast, Multicast IGMP), UPnP, DNS, DHCP, RTP, RTSP, NTP, IPv4, IPv6, SNMP v2c/v3, QoS, HTTP, HTTPS, LDAP (client), SSH, SSL, SMTP, FTP, and 802.1x (EAP) |
| f. | Users                 |                                                                                                                                                                            |
| 1. | Unicast               | Up to 20 simultaneous users                                                                                                                                                |
| 2. | Multicast             | Unlimited H.264                                                                                                                                                            |
| g. | Security Access       | Password protected                                                                                                                                                         |
| h. | Software Interface    | Web browser view and setup                                                                                                                                                 |

The Camera shall provide multiple independent output video streams configurable for H.264 and MJPEG video output.

Camera shall receive power by Power Over Ethernet (POE) bus. Power shall be injected by power injector or by ethernet switch capable of supplying POE IEEE802.3af standard.

The Camera manufacturer shall support open architecture best practices with a published API available to third-party network video recording and management systems and shall provide a software development kit (SDK) for allowing 3rd party developers all necessary tools for integrating the Camera Positioning System into the users control system environment.

The Camera offer multiple simultaneous video streams with 2.1 megapixel (MPx) 1920 x 1080 resolution, auto iris with 30X optical, and 12X digital zoom.

The Camera shall support standard IT protocols.

The Camera shall provide a 100Base-TX network interface over shielded CAT5E Cable.

The Camera shall use a standard Web browser interface for remote administration and configuration of camera parameters. The browser interface shall provide PTZ control including preset and pattern and on-screen display (OSD) for access to camera programming.

The Camera shall support 32 window blanks to conceal user-defined privacy areas that cannot be viewed by an operator.

The Camera shall support multiple user-programmable presets.

The Camera shall support multiple user-programmable tours.

The Camera shall support proportional pan/tilt functions dependent on the depth of view of the zoom lens.

The Camera shall provide the ability backup and restore camera settings through an embedded Web browser.

The Camera shall provide Wide Dynamic Range (WDR) up to 80dB with selections for on/off available through the embedded Web browser.

The Camera shall provide Back Light Compensation with selections for on/off available through the embedded Web browser.

The Camera shall provide dynamic White Balance adjustments through the embedded Web browser.

The Camera shall provide a freeze frame feature that freezes a camera image as a preprogrammed preset is called+, providing a live view once positioned. Selections for on/off shall be available through the embedded Web browser.

The Camera shall provide image stabilization to compensate for vibration introduced into the camera.

The Camera shall provide Pan and Tilt limit stops with settings available through the embedded Web browser.

The Camera shall provide 802.1x port security to establish point-to-point access through a wired or wireless port using Extensible Authentication Protocol (EAP). Supported EAP methods shall include EAP-MD5, EAP-TLS, EAP-TTLS, EAP-PEAP and EAP-FAST.

The Camera shall support IPv6 configurations in conjunction with IPv4.

The Camera shall provide user-selectable configurations for day/night auto mode.

The Camera shall provide User and Group settings to assign permissions and access levels to the camera. The camera shall provide local management where the camera manages the access levels or remote mode where the camera authenticates the user through a Lightweight Directory Access Protocol (LDAP) server.

The Dome Camera shall provide a 1.5-inch NPT conduit attachment for pendant mounted applications

The Dome Camera shall provide a 3/4-inch NPT conduit attachment in the back box for in-ceiling applications.

The Dome Camera shall be NEMA-4X, IP66 rated.

#### **POWER INPUT**

- |    |                                                                                                                                                                                                                                                                                                                                           |                                                                                    |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| 2. | Port                                                                                                                                                                                                                                                                                                                                      | RJ-45 for 100Base-TX; Auto MDI/MDI-X;                                              |
| 3. | Cabling Type                                                                                                                                                                                                                                                                                                                              | Cat5 cable or better for 100Base-TX                                                |
| 4. | Input Voltage                                                                                                                                                                                                                                                                                                                             | 24 VDC nominal; 22 to 27 VDC                                                       |
| 5. | Input Power                                                                                                                                                                                                                                                                                                                               |                                                                                    |
| a. | PoE                                                                                                                                                                                                                                                                                                                                       | IEEE802.3af (without heater and blower)                                            |
| b. | 24 VDC nominal                                                                                                                                                                                                                                                                                                                            | 0.7 A nominal (without heater and blower);<br>3 A nominal (with heater and blower) |
| 6. | Earth Ground; Continuity shall be provided through the shield of the CAT5e Ethernet/PoE++ cable, and the shield of the multi-conductor cable, to chassis ground of the Base Enclosure. Connecting either, or both, of these shields to earth ground at the control side shall apply earth ground to chassis ground of the Base enclosure. |                                                                                    |

#### **WARRANTY**

Warranty shall be provided beginning the date of the signal turn on for 36-months, including parts and labor.

#### **MODEL**

The discreet camera dome system shall be Pelco brand Model Spectra 1080P S5230-Series Network Dome Positioning Camera or Approved Equal.

#### **Conductors And Wiring**

**Replace section 86-1.02F of the RSS for section 86 with:**

##### **86-1.02F Conductors and Cables**

##### **86-1.02F(1) General**

Conductors and cables must be clearly and permanently marked the entire length of their outer surface with:

1. Manufacturer's name or trademark
2. Insulation-type letter designation
3. Conductor size
4. Voltage
5. Temperature rating
6. Number of conductors for a cable

The minimum insulation thickness and color code requirements must comply with NEC.

##### **86-1.02F(2) Conductors**

##### **86-1.02F(2)(a) General**

Conductors must be UL listed or NRTL certified and rated for 600 V(ac). Conductors must be identified as shown in the following table:

**Conductor Identification**

Circuit	Signal phase or function	Identification			Copper Size
		Insulation color <sup>d</sup>		Band symbols	
		Base	Stripe <sup>a</sup>		
Signals (vehicle) <sup>a, b</sup>	2, 6	Red, yel, brn	Blk	2, 6	14
	4, 8	Red, yel, brn	Ora	4, 8	14
	1, 5	Red, yel, brn	None	1, 5	14
	3, 7	Red, yel, brn	Pur	3, 7	14
	Ramp meter 1	Red, yel, brn	None	NBR	14
	Ramp meter 2	Red, yel, brn	Blk	NBR	14
Pedestrian signals	2p, 6p	Red, brn	Blk	2p, 6p	14
	4p, 8p	Red, brn	Ora	4p, 8p	14
	1p, 5p	Red, brn	None	1p, 5p	14
	3p, 7p	Red, brn	Pur	3p, 7p	14
Push button assembly or accessible pedestrian signal	2p, 6p	Blu	Blk	P-2, P-6	14
	4p, 8p	Blu	Ora	P-4, P-8	14
	1p, 5p	Blu	None	P-1, P-5	14
	3p, 7p	Blu	Pur	P-3, P-7	14
Traffic signal controller cabinet	Ungrounded circuit conductor	Blk	None	CON-1	6
	Grounded circuit conductor	Wht	None	CON-2	6
Highway lighting pull box to luminaire	Ungrounded - line 1	Blk	None	NBR	14
	Ungrounded - line 2	Red	None	NBR	14
	Grounded	Wht	None	NBR	14
Multiple highway lighting	Ungrounded - line 1	Blk	None	ML1	10
	Ungrounded - line 2	Red	None	ML2	10
Lighting control	Ungrounded - PEU	Blk	None	C1	14
	Switching leg from PEU unit or SM transformer	Red	None	C2	14
Service	Ungrounded - line 1 (signals)	Blk	None	NBR	6
	Ungrounded - line 2 (lighting)	Red	None	NBR	8
Sign lighting	Ungrounded - line 1	Blk	None	SL-1	10
	Ungrounded - line 2	Red	None	SL-2	10
Flashing beacons	Ungrounded between flasher and beacons	Red or yel	None	F-Loc. <sup>c</sup>	14
Grounded circuit conductor	Push button assembly or accessible pedestrian signal	Wht	Blk	NBR	14
	Signals and multiple lighting	Wht	None	NBR	10
	Flashing beacons and sign lighting	Wht	None	NBR	12
	Lighting control	Wht	None	C-3	14
	Service	Wht	None	NBR	14
Railroad preemption		Blk	None	R	14
Spares		Blk	None	NBR	14

NBR = No band required PEU=Photoelectric unit

<sup>a</sup>On overlaps, the insulation is striped for the 1st phase in the designation, e.g., phase (2+3) conductor is striped as for phase 2.

<sup>b</sup>Band for overlap and special phases as required

<sup>c</sup>Flashing beacons having separate service do not require banding.

<sup>d</sup>Color Code: Yel-Yellow, Brn-Brown, Blu-Blue, Blk-Black, Wht-White, Ora-Orange, Pur-Purple

The insulation color must be homogeneous throughout the full depth of the insulation. The identification stripe must be continuous throughout the length of the conductor.

Conductors size no. 8 to size no. 2 must be aluminum except for bonding jumpers and equipment grounding conductors.

#### **86-1.02F(2)(b) Aluminum Conductors**

Aluminum conductors must comply with ASTM B800 and 801.

Insulation for aluminum conductors must be one of the following:

1. Type XHHW-2
2. Type USE, RHH, or RHW cross-linked polyethylene

#### **86-1.02F(2)(c) Copper Conductors**

##### **86-1.02F(2)(c)(i) General**

Copper wire must comply with ASTM B3 and B8.

Insulation for no. 14 to no. 4 conductors must be one of the following:

1. Type TW PVC under ASTM D2219
2. Type THW PVC
3. Type USE, RHH, or RHW cross-linked polyethylene

The insulation for no. 2 and larger conductors must be one of the above or THWN.

##### **86-1.02F(2)(c)(ii) Bonding Jumpers and Equipment Grounding Conductors**

A bonding jumper must be copper wire or copper braid of the same cross-sectional area as a no. 8 conductor or larger.

An equipment grounding conductor may be bare or insulated.

##### **86-1.02F(2)(c)(iii) Inductive Loop Conductors**

An inductive loop conductor must comply with the requirements shown in the following table:

**Conductor Requirements for Inductive Loop Detectors**

Loop wire	Requirement
Type 1	Type RHW-USE neoprene-jacketed or Type USE cross-linked polyethylene, insulated, no. 12, stranded copper wire with a minimum 40-mils insulation thickness at any point.
Type 2	Type THWN or Type XHHW, no. 14, stranded copper wire in a plastic tubing. The plastic tubing must be polyethylene or vinyl rated for use at 105 °C and resistant to oil and gasoline. The outside diameter of the tubing must be at most 0.27 inch with a wall thickness of at least 0.028 inch.

**86-1.02F(2)(d) Not Used**

**86-1.02F(3) Cables**

**86-1.02F(3)(a) General**

Not Used

**86-1.02F(3)(b) Aluminum Cables**

**86-1.02F(3)(b)(i) General**

Not Used

**86-1.02F(3)(b)(ii) Direct Burial Cables**

Direct burial cable must be aluminum.

The direct burial aluminum cable must:

1. Be a metal-clad type
2. Be UL listed or NRTL certified for direct burial and concrete encasement
3. Include conductors rated for 90 degrees C
4. Have a galvanized steel or aluminum interlocking metal tape sheath with PVC jacket
5. Have a minimum no. 6 AWG aluminum or copper-clad aluminum equipment grounding conductor

**86-1.02F(3)(c) Not Used**

**86-1.02F(3)(d) Copper Cables**

**86-1.02F(3)(d)(i) General**

Not Used

**86-1.02F(3)(d)(ii) Conductor Signal Cables**

A conductor signal cable must have a black polyethylene jacket with an inner polyester binder sheath. The cable jacket must be rated for 600 V(ac) and 75 degrees C. Filler material, if used, must be polyethylene.

The individual conductors in the cable must be solid copper complying with ASTM B286 with Type THWN insulation. The minimum thickness of insulation must comply with NEC for conductor sizes no. 14 to no.10. The minimum thickness of the nylon jacket must be 4 mils.

Cable must comply with the requirements shown in the following table:

Cable type <sup>a</sup>	Conductor quantity and type	Cable jacket thickness (mils)		Maximum nominal outside diameter (inch)	Conductor color code
		Average	Minimum		
3CSC	3 no. 14	44	36	0.40	Blue/black, blue/orange, white/black stripe
5CSC	5 no. 14	44	36	0.50	Red, yellow, brown, black, white
9CSC	8 no. 14 1 no. 12	60	48	0.65	No. 12 - white, no. 14 - red, yellow, brown, black, and red/black, yellow/black, brown/black, white/black stripe
12CSC	11 no. 14 1 no. 12	60	48	0.80	No. 12 - white, no. 14 - red, yellow, brown, red/black stripe, yellow/black stripe, brown/black stripe, black/red stripe, black/white stripe, black, red/white stripe, brown/white stripe
28CSC	27 no. 14 1 no. 10	80	64	0.90	No. 10 - white no. 14 - red/black stripe, yellow/black stripe, brown/black stripe, red/orange stripe, yellow/orange stripe, brown/orange stripe, red/silver stripe, yellow/silver stripe, brown/silver stripe, red/purple stripe, yellow/purple stripe, brown/purple stripe, red/2 black stripes, brown/2 black stripes, red/2 orange stripes, brown/2 orange stripes, red/2 silver stripes, brown/2 silver stripes, red/2 purple stripes, brown/2 purple stripes, blue/black stripe, blue/orange stripe, blue/silver stripe, blue/purple stripe, white/black stripe, black/red stripe, black

**86-1.02F(3)(d)(iii) Detector Lead-in Cables**

Conductors for a loop detector lead-in cable must be two no. 16, 19-by-29, stranded, tinned copper wires with calculated cross-sectional areas complying with ASTM B286, Table 1 and the requirements shown in the following table:

<b>Conductor Requirements for Loop Detector Lead-In Cables</b>	
Lead-in cable	Requirement
Type B	Insulated with 20 mils of high-density polyethylene. Conductors must be twisted together with at least 2 turns per foot, and the twisted pair must be protected with a copper or aluminum polyester shield. A minimum no. 20 copper drain wire must be connected to the equipment ground within the cabinet. Cable must have a high-density polyethylene or high-density polypropylene outer jacket with a nominal thickness of 32 mils. Include an amorphous, interior, moisture penetration barrier of nonhydroscopic polyethylene or polypropylene fillers.
Type C	Comply with International Municipal Signal Association Specification no. 50-2. A minimum no. 20 copper drain wire must be connected to the equipment ground within the cabinet.

--END RSS REPLACE--

Subparagraphs 2, 3, and 4 of the first paragraph of Section 87-1.03H(1), "General," of the Standard Specifications is deleted.

Splices shall be insulated by "Method B" of Section 87-1.03H(2), "Splice Insulation Methods," of the Standard Specifications except detector lead-in cables.

Conductors shall be cabled in bundles, by phase, and identified by phase with permanent labels in the controller cabinet and at terminal pull boxes.

Multiple lighting conductors, signal light grounded conductors, and bonding conductors only, may be spliced.

"C" shaped compression connectors, as shown on the Plans, shall be used.

Insulation shall be Type THW PVC, and shall comply with Section 86-1.02H, "Splicing Materials," of the Standard Specifications.

Multiple conductor cable and detector lead-in cables shall be color coded as follows:

COLOR	SIGNAL STANDARD	DLC
Brown	A	Phase 1
Red	B	Phase 2
Orange	C	Phase 3
Yellow	D	Phase 4
Green	E	Phase 5
Blue	F	Phase 6
Violet	G	Phase 7
Gray	H	Phase 8
White	I	
Black	J	

Signal Interconnect Cable (SIC) shall be Superior Essex Sealpic cable, or approval equal 19 AWG 6-pair cable with white/blue, white/orange, white/green, white/brown, white/slate, and red/blue color coding. No other color coding is acceptable.

### **Fused Splice Connectors**

Fused splice connectors will not be required.

### **Bonding And Grounding**

Grounding jumper shall be attached by a 3/16 inch or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation.

Equipment grounding conductors will not be required in conduit containing loop lead-in cables only.

Green Wire #6 (cabinet ground) shall have a separate ground rod in pull box nearest to cabinet, with no other wire attached.

### **Conduit**

Conduit shall be rigid galvanized metal or Type 3 Rigid non-metallic and shall conform to the provisions in Section 86-1.02B, "Conduit and Accessories," of the Standard Specifications and these Special Provisions.

When a standard coupling cannot be used for coupling metal-type conduit, a UL listed threaded union coupling.

Insulated bonding bushings will be required on metal conduit. All conduit shall be grounded together in all pull boxes and cabinets by means of a grounding jumper.

Conduit to be installed under pavement shall be installed by bore and jacking, directional drilling, or other approved methods which do not damage pavement.

After conductors have been installed, the ends of conduits terminating in pull boxes, and in service and controller cabinets shall be sealed with an approved type of sealing compound.

If Type 3 non-metallic conduit is used it shall be installed with a rigid galvanized metal elbow and riser into the termination pullbox, service, cabinet, and all other termination locations.

### **Pull Boxes And Detector Handholes**

Pull boxes shall be polymer concrete ring, fiber reinforced polymer body with a ring color of concrete gray with "Traffic Signal Detector" OR "Service" stamped on lids.

The bottoms of pull boxes shall be grouted. Contractor's attention is directed to Section 87-1.03C, "Installation of Pull Boxes," of the Revised Standard Specifications.

The TID (Turlock Irrigation District) pull boxes shall be TID #U-1346-8 Service Box Small.

Existing detector hand holes in pavement reconstruction areas shall be removed and replaced with new detector hand holes in accordance with Standard Plan ES-5D. Hand holes shall be Type A. Pull box lids associated with detector hand holes shall be stamped "Detector."

#### **Replace Reserved in section 86-1.02X of the RSS for section 86 with:**

The electronic marker must be discrete or cast inside the pull box cover.

An electronic marker must:

1. Be passive
2. Be energized solely by electromagnetic energy received from the interrogating electronic marker locator
3. Operate over a temperature range from -4 to +122 degrees F
4. Operate at a frequency range between 30 kHz to 300 kHz and comply with FCC part 15
5. Have a watertight and moisture-resistant housing

In addition, a discrete electronic marker must:

1. Have a maximum diameter of 6 inches
2. Weigh a maximum of 2 lb
3. Be colored red for power and orange for communication circuits
4. Be self-leveling or omnidirectional

The electronic marker locator must:

1. Be compatible with the electronic marker
2. Detect the electronic marker in pull boxes buried under dirt, sand, or snow
3. Detect the electronic marker from a maximum distance of 5 feet vertically with a 6-inch offset
4. Have a headphone jack
5. Have a battery level indicator
6. Have a large character display
7. Have a numeric and audible signal strength indicator
8. Have a speaker volume adjustment

--END RSS REPLACE--

## **Communication Cables**

**Replace section 87-1.03F(2)(b) of the RSS for section 87 with:**

### **87-1.03F(2)(b) Communication Cables**

#### **87-1.03F(2)(b)(i) General**

Terminate the ends of the communication cables as shown.

#### **87-1.03F(2)(b)(ii) Category 5E and 6 Cables**

Do not splice category 5E and 6 cables between components.

Provide a minimum of 3 feet of slack at each pull box and vault and minimum of 6 feet of slack at the cabinet.

When shown on the plans, Shielded Category 5E cable shall be shielded and meet ISO/IEC 11801 Standards for F/UTP shielding.

--END RSS REPLACE--

## **Foundations**

Portland cement concrete shall conform to Section 90-2, "Minor Concrete," of the Standard Specifications and shall contain no less than 470 pounds of cement per cubic yard, except concrete for reinforced pile foundations shall contain not less than 564 pounds of cement per cubic yard.

## **Signs**

Signs shall be furnished and installed by the Contractor as shown on the Plans and as specified in the California Manual of Traffic Control Devices, 2014 Edition Revision 2.

The G7 street name signs shall be on diamond-grade reflective sheeting.

Street name text shall be white with 12-inch upper case, first character followed by 10-inch lower case characters for each word (ex... "County Road"), Clearview font, on a green background. Block numbers and arrows shall be white, four inches high, on a green background. Block numbers and arrow shall be located on the right hand side of the sign. Arrows shall be orientated toward the highest block number. The block shall be located above the arrow, see detail on the plans. Messages shall be on both sides of the signs unless otherwise indicated on the plans.

The Contractor shall provide and install signs as called for on the plans.

Two wraps of stainless steel Band-It-Band strapping 3/4" thick shall be used to hang all overhead signs. Band-It-Band buckles type 201 stainless steel shall be used with strapping. Hawkins Swing Sign Brackets 250 Series, Part Number M10J-OCB250AL and M10J-OCB250FL with Adjustable Length Swing Sign Bracket M10J-OCB250AL or approved equal shall be used. Signs shall have 2" x 2" x 1/8" "L" aluminum bracket for additional support.

**Testing**

The Contractor shall make the signals fully operational including entering timing settings provided by the Engineer into the controller and peripheral equipment.

The Contractor shall have present, a qualified field technician, who shall be qualified to perform testing and servicing on all systems of the installation.

Prior to scheduled turn on, the field technician shall perform all testing assignments. This testing shall include measurement of each loop installation utilizing a field loop tester/analyzer where inductive loops are installed. Based on the measurement of each loop, the final loop configuration shall be established in such manner as to generate a unique frequency for each adjacent loop system, (detector channel). This unique frequency shall be set such that in the natural state and in the detect state, the frequency does not enter the frequency range of any adjacent loop system. In addition to the frequency setting and adjustments, the loop configuration shall be such that peak tuning characteristics shall be maximized; i.e., the detect state shall be a minimum of a 3.0 reference value based on natural state reference. For loops rated less than a 3.5 reference value, the loops shall be configured to maximize the sensitivity of the loop closest to the stop bar.

The Contractor shall provide the Engineer with the detector test report as provided. This report shall include each detector as labeled on the drawing, and shall show the final loop configuration, the natural state frequency, the detect frequency, and the calculated reference value of each loop system.

In the presence of the Engineer, the Contractor shall flash test all circuits of each signal phase and both circuits of each pedestrian phase to confirm that the signal is wired properly before the signal is requested to be energized. The Contractor shall provide the Engineer with the signal flash report as provided.

**Signal Energizing**

The Contractor, after fully testing the new traffic signal equipment, will contact the Engineer to schedule signal energizing. Signals will only be allowed to be put into operation on Tuesdays, Wednesdays, and Thursdays. The Contractor will have the signal fully tested at least 24 hours before the signal is energized.

**Functional Testing**

Field Testing of the Signal and Lighting System should conform to the Section 87-1.01D(2) "Quality Control," of the Standard Specifications.

The functional test for each lighting system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous, satisfactory operation is obtained.

**Service**

Service shall conform to the provisions in Section 87-1.03L, "Utility Service", of the Standard Specification and these Special Provisions.

The Contractor shall include in his bid any and all costs due to the service installation. Metering shall be per standard plans. The Contractor shall coordinate with the utility agency for service connection.

### **Emergency Vehicle Detector System**

The Contractor shall provide and install a 3M Emergency Vehicle Detector System per the plans and these Special Provisions with two phase selectors inside the controller cabinet compatible with optically activated receiver units. The Contractor shall provide and install optically activated receiver units with optical detector cable as shown on the plans.

Two emitters shall be supplied by the Contractor. The Contractor shall not be responsible for the installation of the emitters on emergency vehicles. The emitters shall be delivered to the Engineer.

The Contractor shall be responsible for making the optical Emergency Vehicle Detector System operational, as per supplier's requirements.

The phase selectors, optical emitter, optically activated receiver units, and optical detector cable shall meet the following specifications:

### **OPTICALLY ACTIVATED, DATA-ENCODED, TRAFFIC SIGNAL PRIORITY CONTROL SYSTEM**

The required priority control system will employ data-encoded optical communication to identify the presence of designated priority or probe vehicles. A record of the vehicle by classification and identification number shall be created. In priority vehicle mode, the data-encoded optical communication will request the traffic signal controller to advance to and/or hold a desired traffic signal display selected from phases normally available. In probe vehicles mode, no traffic signal priority is requested—only a record of the probe vehicle's presence is generated.

The priority control system will consist of a matched system of optical emitters, optical detectors, optical detector cable, phase selectors, and system software.

The emitter will generate an infrared, data-encoded optical signal. The optical signal will be detected and recognized by the optical detectors at or near the intersection over a line-of-sight path of up to 2,500 ft. (762m) under clear atmospheric conditions. The phase selector will process the signal from the detector to ensure that the signal (1) is valid base frequency, (2) is correctly data-encoded, and (3) is within user-settable range. If these conditions are met, the phase selector will generate a priority control request (i.e., a green light) for the approaching priority vehicles, or record the presence of approaching probe vehicles by classification and identification number.

The system will require no action from the vehicle operator other than to turn the emitter on. The system will operate on a first-come, first-served basis. Higher priority (Command) requests will override lower priority (Advantage) requests. The system will interface with most traffic signal controllers and will not compromise normal operation or existing safety provisions.

### **Matched System Components**

The required priority control data-encoded optical communications system will be comprised of five basic matched components: optical emitter, optical detector, detector cable, phase selector and system software. To ensure system integrity, operation, and compatibility, all components will be from the same manufacturer. The system will offer compatibility with most signal controllers, e.g., electromechanical, NEMA (National Electrical Manufacturers Association), 170. Interfacing to an electromechanical controller may require the use of an interface card.

- A. Data-Encoded Emitter. The data-encoded emitter will trigger the system. It will send the encoded infrared signal to the optical detector. It will be located on the priority or probe vehicle.
- B. Optical Detector. The optical detector will change the infrared signal to an electrical signal. It will be located at or near the intersection. It will send the electrical signal, via the optical detector cable to the phase selector.
- C. Optical Detector Cable. The optical detector cable will carry the electrical signal from the detector to the phase detector.
- D. Phase Selector. The phase selector will accommodate data-encoded communication and will validate, identify, classify and record the signal from the detector. It will be located within the controller cabinet at the intersection. It will request the controller to provide priority to the requesting vehicle and/or record presence of a probe vehicle.
- E. Card Rack. The card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.
- F. System Software. The system software will be a Windows™ 95 compliant program. It supports system configuration and gathering of operational information.
- G. Electromechanical Card. The electromechanical card shall provide electrical interface between the phase selector and electromechanical-type traffic controllers.

#### **System Component Specifications**

- A. Data-Encoded Optical Emitter
  - 1. The required data-encoded emitter will generate the optical signal, which serves as the trigger to the rest of the priority control system. The optical signal generated by the emitter will be a series of data-encoded flashes from a single light source. The flash signal will consist of a fixed frequency base signal and a coded overlay signal that can be used to transmit information.
  - 2. The data-encoded emitter will be powered by the DC voltage supplied from the vehicle's battery, 10 to 16 volts DC.
  - 3. The flash sequence generated by the data-encoded emitter will carry three types of information:
    - (a) The first type will be the base frequency of either 9.63855HZ $\pm$ 0.0014HZ for an Advantage priority emitter, or 14.03509HZ  $\pm$ 0.003HZ for a Command priority emitter.
    - (b) The second type of information generated by the data-encoded emitter will be a vehicle classification and identification code that is interleaved into the base frequency flashes. Setting the vehicle classification and identification code will be accomplished through four, 10-position rotary switches located in the power supply of the data-encoded emitter. Each data-encoded emitter will be capable of setting a minimum of 10 different classifications with 1,000 different identification numbers per class for Command priority and an equal number for Advantage priority, for a total of 10,000 codes for each priority.
    - (c) The third type of information generated by the data-encoded emitter will be reserved for the intersection detection range. The system will enable the Traffic Engineer to manually

activate the range code from his/her vehicle using an emitter ON/OFF switch equipped with a special SET RANGE push button. The system configured with a clear lens, will accommodate setting a separate range from 200 feet to 2,500 feet for both Command or Advantage priority signals. The system, configured with a visible light filter, will accommodate setting a separate range from 200 feet to 1,800 feet for both Command or Advantage priority signals.

4. While operating, the data-encoded emitter will conduct self-diagnostics designed to check for data transmission integrity. Any failures of the self-diagnostic tests shall be displayed by flashing of the indicator light.
5. Each data-encoded emitter will be supplied with ON/OFF switch. The switch will be equipped with an indicator light providing internal diagnostics that will assist in troubleshooting. The indicator light will operate as follows:
  - (a) Steady on when the data-encoded emitter is operating.
  - (b) Flash at 0.5HZ rate when the data-encoded emitter is disabled.
  - (c) Flash at a 4HZ rate when the emitter is missing pulses.
6. The data-encoded emitter will be supplied complete with all cables needed for installation. The cable that connects the flash head to the power supply will be pre-assembled with connectors for both ends; it will be available in two lengths, 4 feet and 15 feet. The cable that connects the power supply to the vehicle battery will have a connector on the power supply end and no connector on the battery end; it will be at least 25 feet in length.
7. The data-encoded emitter will be equipped with a disable input that, when activated, will cease unit operation, thereby eliminating the possibility of inadvertent signal transmission after the priority vehicle has arrived at its destination. The unit will start up with a disable input active.
8. The data-encoded emitter will operate over a temperature range of  $-30^{\circ}\text{F}$  to  $+140^{\circ}\text{F}$ .
9. The data-encoded emitter will operate over a relative humidity range of 5% to 95%.

#### B. Optical Detector

1. The required optical detector will be a lightweight, weatherproof device capable of sensing and transforming pulsed optical energy into electrical signals for use by the phase selection equipment.
2. The optical detector will be designed for mounting at or near an intersection on mast arms, pedestals, pipes or span wires.
3. Each optical detector will be supplied with mounting hardware to accommodate installation on mast arms. Additional hardware shall be available for span wire installations.
4. The optical detector design shall include adjustable tubes to enable their reorientation for span wire mounting without disassembly of the unit.

5. The optical detector will accept optical signals from one or two directions and will provide single or dual electrical output signal(s).
6. The optical detector will be available in three configurations:
  - (a) Uni-directional with one output channel.
  - (b) Bi-directional with one output channel
  - (c) Bi-directional with two output channels.
7. The optical detector will allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
8. The optical detector will have a built-in terminal block to simplify wiring connections.
9. The optical detector will receive power from the phase selector and will have internal voltage regulation to operate from 18 to 37 volts DC.
10. The optical detector will respond to a clear lens data-encoded optical emitter at a distance of 2,500 feet under clear atmospheric conditions. If the emitter is configured with a visible light filter, the detector will respond at a distance of 1,800 feet under clear atmospheric conditions. The noted distances shall be comparable day and night.
11. The optical detector will deliver the necessary electrical signal to the phase selector via an optical detector cable up to 1,000 feet in length.

#### C. Optical Detector Cable

1. The optical detector cable shall deliver sufficient power from the phase selector to the optical detector and will deliver the necessary quality signal from the detector to the phase selector over a non-spliced distance of 1,000 feet.
2. The cable will be of durable construction to satisfy the following installation methods:
  - (a) Direct burial
  - (b) Conduit and mast arm pull.
  - (c) Exposed overhead (supported by messenger wire).
3. The outside diameter of the optical detector cable will not exceed 0.3 inches.
4. The insulation rating of the optical detector cable will be 600 volts minimum.
5. The temperature rating of the optical detector cable will be +167F° minimum.
6. The conductors will be shielded with aluminized polyester and have an AWG #20 (7 x 28) stranded and individually tinned drain wire to provide signal integrity and transient protection.

7. The optical detector will allow aiming of the two optical sensing inputs for skewed approaches or slight curves.
  - (a) Orange for delivery of optical detector power (+).
  - (b) Drain wire for optical detector power return (-).
  - (c) Yellow for optical detector signal #1.
  - (d) Blue for optical detector signal #2.
8. The characteristic impedance of the detector cable shall be:  
0.6ohms/1000"  
14.3F/1000'
9. The shield wrapping will have a 20% overlap to ensure shield integrity following conduit and mast arm pulls.

#### D. Phase Selector

1. The phase selector, designed to be installed in the traffic controller cabinet, will accommodate data-encoded signals and is intended for use directly with numerous controllers. These include California/New York Type 170 controllers with compatible software, NEMA controllers, or other controllers along with the system chassis and suitable system interface equipment and controller software.
2. The phase selector will be a plug-in, two or four channel, multiple-priority device intended to be installed directly into a card rack located within the controller cabinet.
3. The phase selector will be powered from 115 volt (95 volts AC to 135 volts AC), 60Hz mains and will contain an internal, regulated power supply that supports up to twelve optical detectors.
4. Programming the phase selector and retrieving the data stored in it will be accomplished using an IBM PC-compatible computer and the system interface software. The connection can be made either directly, via the computer's communication (COM) port, or remotely via a modem. The communication port on the phase selector will be an RS232 interface located on the front and back of the unit.
5. The phase selector will have the capability of storing up to 1,000 of the most recent priority control calls. When the log is full, the phase selector will drop the oldest entry to accommodate the new entry. The phase selector will store the record in non-volatile memory and will retain the record if power terminates. Each record entry will include nine points of information about the priority call, as follows:
  - (a) Classification: Indicates the type of vehicle.
  - (b) Identification number: Indicates the unique ID number of the vehicle.
  - (c) Priority level: Indicates whether Command or Advantage priority, or Probe frequency is requested by the vehicle.

- (d) Director: Channel A, B, C, or D: Indicates the vehicle's direction of travel.
  - (e) Call duration: Indicates the total time in seconds the priority status is active.
  - (f) Final greens at end of call: Indicates which phases are green.
  - (g) Duration of final greens: Indicates the total time of priority greens.
  - (h) Time and date call ended: Indicates the time a priority status ended; provided in second, minute, hour, day, month, and year.
  - (i) Maximum signal intensity: Indicates the strongest signal intensity measured by the phase selector during call.
  - (j) Priority output active: Indicates if the phase selector requested priority from the controller for the call.
6. The phase selector will include several control timers that will limit or modify the duration of a priority control condition, by channel, and can be programmed from a PC-type computer. The control timers will be as follows:
- (a) MAX CALL TIME: Will set the maximum time a channel is allowed to be active. It will be settable from 120 to 65,535 seconds in one-second increments. Its factory default must be the maximum time.
  - (b) CALL EXTENSION TIME: Will set the time a call is held on a channel after the priority signal is no longer being received. It will be settable from one to 255 seconds in one-second increments. Its factory default must be six seconds.
  - (c) CALL DELAY TIME: Will set the time a call must be recognized before the phase selector activates the corresponding output. It will be settable from zero to 255 seconds in one-second increments. Its factory default must be zero seconds.
7. The phase selector's default values shall be re-settable by the operator using an IBM PC-compatible computer, or manually using the switches located on its front.
8. The phase selector will be capable of three levels of discrimination of data-encoded optical signals as follows:
- (a) Verification of the presence of the base optical signal of either 14.03509Hz for Command priority, 9.63855Hz for Advantage priority or 11.25870HZ  $\pm 0.0114$ Hz for Probe frequency.
  - (b) Determination of when the vehicle is within the predetermined range.
  - (c) Validation of the optical signal data-encoded pulses.
9. The phase selector's card edge connector will include primary optical detector inputs and power outputs. Two additional detector inputs per channel will be provided on a front panel connector.

10. The phase selector will include one opto-isolated NPN output per channel that provides the following electrical signal to the appropriate pin on the card edge connector:
  - (a)  $6.25\text{HZ} \pm 0.1\text{HZ}$  50% on/duty square wave in response to an Advantage priority call.
  - (b) A steady ON in response to a Command priority call.
11. The phase selector will accommodate three methods for setting the high and low priority optical sensitivity (emitter range):
  - (a) Using an encoded emitter with range-setting capability.
  - (b) Using any optical emitter by manipulating the front panel switches.
  - (c) Inputting the information via the communication port.
12. The phase selector will have a solid state POWER ON LED indicator that flashes to indicate unit diagnostic mode and illuminates steadily to indicate proper operation.
13. The phase selector will have internal diagnostics to test for proper operation. If a fault is detected, the phase selector will use the front panel LED indicators to display fault information.
14. The phase selector will have a Command (High) and Advantage (Low) solid state LED indicator for each channel to display active calls.
15. The phase selector will have a test switch for each channel to test proper operation of Command or Advantage priority.
16. The phase selector will properly identify a Command priority call with the presence of 10 Advantage priority data-encoded emitter signals being received simultaneously on the same channel.
17. The phase selector will have write-on pads to allow identification of the phase and channel.
18. The phase selector will have a test for each channel to test proper operation of Command or Advantage priority.
19. The phase selector shall provide one isolated confirmation light control output per channel. These outputs are user configurable through software for a variety of confirmation light sequences.
20. The NEMA model of the phase selector shall have outputs for the control of NEMA controllers that lack internal preemption capability. The function shall be accomplished through the use of Manual Control Enable, Interval Advance and Phase Omit signals.
21. The phase selector shall have the capability of recording the presence of a vehicle transmitting at the specified Probe frequency. The phase selector shall at no time attempt to modify the intersection operation in response to the Probe frequency.

22. The phase selector shall have the capability of providing Advantage priority in a mode where the output to the controller is gated or controlled by timing relationships within the controller cycle.
23. The phase selector shall have the capability to assign a relative priority to a call request within Command or Advantage priority. This assignment is based on the received vehicle ID class.
24. The phase selector shall have the capability to discriminate between individual ID codes, and allow or deny a call output to the controller based on this information.
25. The phase selector shall have the capability to log call requests by unauthorized vehicles.
26. The phase selector shall have the ability to command an emitter to relay a received code to the next intersection.
27. The selector shall have the capability of functionally testing connected detector circuits and indicating via front panel of LED's non-functional detector circuits.
28. The phase selector shall incorporate a precision real time clock synchronized to the utility AC power line frequency.
29. The phase selector shall include an auxiliary interface panel to facilitate interconnections between the phase selector and traffic cabinet wiring.

#### E. Card Rack

1. The required card rack will provide simplified installation of a phase selector into controller cabinets that do not already have a suitable card rack.
2. The card rack will be factory wired to one connector, located under the card slot, and a terminal block, located next to the phase selector slot, on the front of the card rack.
3. The card rack connector on the front will provide for all connections to the traffic controller.
4. The card rack will provide labeled terminal blocks for connecting the primary optical detectors to a phase selector.

#### F. Interface Card for Electromechanical Controllers

1. The required interface card for electromechanical controllers will provide electrical and logic interface between the phase selector and an electromechanical-type controller.
2. The inputs to the interface card for electromechanical controllers will be connected to the outputs of the phase selector.
3. The outputs of the interface card for electromechanical controllers will be connected to the Hand Control Switch or Police Panel where the dial motor and its self-generated solenoid advance pulses are disconnected from the cam/solenoid assembly and replaced by pulses generated by the action of the Hand Control Switch in the electromechanical-type controller.

4. The interface card for electromechanical controllers will decode the outputs of the phase selector(s) and advance the controller to the phase that is set for that channel by sensing the traffic controller signal indications.
5. The interface card for electromechanical controllers will have one input to disable the interface card.
6. The interface card for electromechanical controllers will include the following switches:
  - (a) Channel 1 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 1 green.
  - (b) Channel 2 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 2 green.
  - (c) Channel 3 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 3 green.
  - (d) Channel 4 Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when in Phase 4 green.
  - (e) NON Green Time: 16-position rotary switch; Controls timing between advance pulses, in seconds, when no indications are green.
  - (f) Power Switch.

#### G. Interface Software

1. The priority control interface software will be provided on 3.5", 1.44MB diskettes to interface with the phase selector. It must run on most IBM-compatible computers equipped with at least 512 KB RAM, Windows™ 95 and color VGA display capability.
2. The priority control interface software must accommodate:
  - (a) Setting up and presenting user-determined system parameters.
  - (b) Viewing and changing settings.
  - (c) Viewing activity screens.
  - (d) Displaying and/or downloading records of previous activity showing class, code, priority, direction, call duration, final greens at end of call, duration of final greens, time call ended in real time plus maximum signal intensity (vehicle location information). This information may be used to reconstruct the route taken by a priority (or probe) vehicle to track the vehicle.
3. The priority control interface software must accommodate operation via a mouse or via the keyboard, or in combination.
4. The priority control interface software must provide menu displays to enable:

- (a) Setting of valid vehicle ID classes and codes.
- (b) Establishing signal intensity thresholds (detection ranges), modem initialization, intersection name and timing parameters.
- (c) Setting of desired green signal indications during priority control operation and upload and download capability to view.
- (d) Resetting and/or retrieving logged data and priority vehicle activity.
- (e) Addressing for each card in a multi-drop connected system.
- (f) Confirmation light configuration.
- (g) NEMA Control Parameters.

### **Reliability**

- A. All equipment supplied as part of the optical priority control system intended for use in the controller cabinet will meet the following electrical and environmental specifications spelled out in the NEMA Standards Publication TS2 1992, Part 2.
  - 1. Line voltage variations per NEMA TS2 1992, Paragraph 2.1.2.
  - 2. Power source frequency per NEMA TS2 1992, Paragraph 2.1.3.
  - 3. Power source noise transients per NEMA TS2 1992, Paragraph 2.1.6.1.
  - 4. Temperature range per NEMA TS2 1992, Paragraph 2.1.5.1.
  - 5. Humidity per NEMA TS2 1992, Paragraph 2.1.45.2.
  - 6. Shock test per NEMA TS2 1992, Paragraph 3.13.9.
  - 7. Vibration per NEMA TS2 1992, Paragraph 3.13.8.
- B. Each piece of equipment supplied as part of the priority control system intended for use in or on priority vehicles will operate properly across the entire spectrum of combinations of environmental conditions (temperature range, relative humidity, vehicle battery voltage) per the individual component specifications.

### **Qualifications**

- A. The manufacturer of the required optical priority control system will verify the proven, safe operation of the system's optical communication technology. Upon request, the manufacturer will produce a list of 20 user agencies having two years or more experience interfacing priority control equipment with electromechanical, solid-state and programmable controller types.
- B. The manufacturer will demonstrate the ability to finance ongoing technical support, written product warranties, and responsibility for product failure.

- C. Upon request, the manufacturer will produce a copy of its last full year and four previous years' corporate financial statements.
- D. The manufacturer will have an independent quality department that has complete authority to control product integrity and is answerable only to the senior officer of the organization.

**Responsibilities**

- A. The manufacturer of the required optical priority control system and/or the manufacturer's representative will provide responsive service before, during and after installation of the priority control system. The manufacturer and/or the manufacturer's representative, as consultants to the installer, will provide certified, trained technicians having traffic systems industry experience and operational knowledge of priority control systems.
- B. The lowest fully responsive bidder will be required to supply working production components specified in the Specifications within 14 calendar days from the bid opening date. Failure to do so will render the bid non-responsive.
- C. Paragraph B will not be required if, prior to the bid opening, the bidder demonstrated to the County that the equipment bid meets these specifications.

**Substantiated Warranty**

- A. The manufacturer of the required optical priority control system will warrant that, provided the priority control system has been properly installed, operated and maintained, component parts of a matched component system (see Section II) that prove to be defective in workmanship and/or material during the first five years from the date of shipment from the manufacturer will be covered in a documented system-protection plan, plus an added five-year warranty for repair or replacement at a fixed deductible charge for a total of 10 years of product coverage.
- B. In addition, upon request, the manufacturer will provide documentation proving ability to financially support the 10-year provisions of the warranty. Documentation will include appropriate financial reports for the previous five business years.
- C. The protection plan will warrant that component parts of a matched component system that prove to be defective in workmanship and/or material during the first five years from the date of shipment from manufacturer will be repaired at no charge, and that extended coverage with a fixed repair deductible will be available for an additional five years.
- D. In total, the warranty coverage must assure that system components will be available to allow system operation during the 10-year warranty period.
- E. A copy of the manufacturer's written warranty outlining the conditions stated above will be supplied with the bid.

**Certificate Of Insurance**

The manufacturer of the required optical priority control system will provide a certificate of product liability insurance protection for \$5,000,000 assuring the priority control user that the manufacturer is insured against civil damages if proven to be at fault for an accident due to equipment failure within the system of matched priority control components. This certificate, however, need not, and is not meant to provide liability insurance protection to the priority control system dealer, installer or user.

**User Support Services**

The manufacturer of the required optical priority control system will offer support programs to assist the purchase and implementation of a priority control system program, including:

- A. A preferred lease program to finance purchase of a system.
- B. Public relations assistance to promote the system within the user community.
- C. Intersection survey service to document appropriate equipment interfaces.
- D. Customized proposals to assist the procurement process.

**Certification**

The manufacturer of the required priority control system will certify that all component products are designed, manufactured and tested as a system of matched components and will meet or exceed the requirements of this specification.

## **SIGNAL FLASH TEST REPORT**

**Intersection Of:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Tested By:** \_\_\_\_\_

<b>PHASES</b>	<b>RED</b>	<b>AMBER</b>	<b>GREEN</b>
PHASE 1			
PHASE 2			
PHASE 3			
PHASE 4			
PHASE 5			
PHASE 6			
PHASE 7			
PHASE 8			

**Measurement And Payment**

Per the requirements of Section 9-1.16B "Schedule of Values", of the Standard Specifications, and Section 86-1.01C "Submittals" of the RSS, the Contractor shall submit to the County a cost breakdown of the items of work included in the lump sum price for Traffic Signal and Lighting, at the locations specified. This cost breakdown shall be provided to the Engineer for review and approval prior to commencement of the project. The reviewed and approved cost breakdown will be used to determine and justify partial payments during the progress of the work.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work required in this section shall be considered as included in the contract lump sum price paid for Traffic Signal and Lighting, at the locations specified, and no additional compensation will be allowed.

**ATTACHMENT “B”****STANISLAUS COUNTY  
CONSTRUCTION SURVEYS**

<b><u>Section</u></b>		<b><u>Page</u></b>
<b>1</b>	<b>General.....</b>	<b>1</b>
<b>2</b>	<b>Policy .....</b>	<b>1</b>
	2.1 Responsibilities.....	2
	2.2 Surveys.....	2
	2.3 Resident Engineer (RE) .....	4
	2.4 Structure Representative .....	4
	2.5 Contractor .....	5
	2.6 Project Engineer.....	5
<b>3</b>	<b>Request for Construction Staking.....</b>	<b>6</b>
<b>4</b>	<b>Request for Construction Staking Form SC-3013 .....</b>	<b>7</b>
	4.1 Contractor .....	7
	4.2 Resident Engineer .....	7
	4.3 Surveys.....	8
<b>5</b>	<b>Restaking .....</b>	<b>8</b>
<b>6</b>	<b>Alternatives to Normal Staking.....</b>	<b>10</b>
<b>7.</b>	<b>Automated Machine Guidance (AMG).....</b>	<b>10</b>
	7.1 Supplemental Project Control.....	10
	7.2 Suggested Best Practices for Surveys Include.....	11
<b>8.</b>	<b>Office Preparation &amp; Preconstruction Conference .....</b>	<b>11</b>
	8.1 Office Preparation.....	11
	8.2 Preconstruction Conference .....	12
<b>9.</b>	<b>Stake Tolerances &amp; Field Notes.....</b>	<b>13</b>
	9.1 Tolerances.....	13
	9.2 Field Notes.....	13
<b>10.</b>	<b>Stake Types and Markings.....</b>	<b>13</b>
<b>11.</b>	<b>Typical Construction Stakes .....</b>	<b>14</b>
	11.1 Clearing Stakes .....	14
	11.2 Rough Grade Stakes.....	14
	11.3 Final Grade Stakes .....	15
	11.4 Staged Construction.....	15
	11.5 Drainage Stakes .....	15
	11.6 Curb Stakes .....	16
	11.7 Major Structure Stakes – Ground .....	17
	11.8 Major Structure Stakes – Superstructure .....	17
	11.9 Miscellaneous .....	18

## **DEFINITIONS AND TERMS**

<b>Contractor</b>	Any person or persons, firm, partnership, corporation or a combination thereof who have entered into a contract with any person, corporation, company, special district, the County of Stanislaus as a party or parties of the second part, or his or their legal representatives, for the construction of any capital improvement within the County of Stanislaus.
<b>Department</b>	Department of Public Works, Stanislaus County or authorized representative
<b>Project Engineer</b>	An authorized representative of the Resident Engineer.
<b>Resident Engineer (RE)</b>	Engineer responsible for the contract administration.
<b>Structure Representative</b>	The Resident Engineer's representative responsible for the satisfactory completion of structures on an improvement project.
<b>Surveys</b>	The Resident Engineer's representative authorized to perform the construction surveys as described in this manual.

## 1. GENERAL

The Department is responsible for providing construction surveys to establish “control stakes”, also known as “grade stakes” for basic line and grade for project construction unless the contract specifies otherwise. From these control stakes the Contractor sets, when needed, supplemental “working stakes.” The control stakes are also used by the Resident Engineer (RE) or the Structure Representative to check the work for contract compliance.

These survey provisions provide policy, procedures and general information regarding Department-furnished construction stakes—the types of stakes furnished, and their density, placement, and markings. These procedures are subject to requirements in Contract specifications, Contract Change Orders (CCOs), or other provisions approved by the RE.

## 2. POLICY

The Department’s basic policy regarding Department-furnished construction stakes, as defined by this document is to provide the necessary control stakes to establish the lines and grades required for the completion of the work.

Working stakes used by the Contractor in actually performing the work are the Contractor’s responsibility and are to be set by the Contractor’s forces based on Department-furnished control stakes. Methods used to establish working stakes are at the Contractor’s option. These methods may include any means capable of maintaining the necessary tolerances as required by this manual and/or by the RE. Except for any contractual restrictions, the Contractor has the right to employ reasonable means and methods to execute the work on a project, including the use of Automated Machine Guidance (AMG) equipment.

The density of control stakes, as defined by this manual, will not be increased. When conditions and tolerances for the type of work involved permit, fewer construction stakes will be set, as determined by the RE.

### Examples are:

1. Only one set of control stakes describing the final grade may be set to complete a roadway involving minor grading;
2. One set of stakes may be used for both final grade stakes and for curb stakes;
3. Existing pavement may be used to control contiguous widening work, instead of final grade stakes;
4. Control stakes may be set at larger intervals when Automated Machine Guidance (AMG) is used.

Nothing contained in this manual is to be construed to limit the surveyors’ basic responsibilities related to land surveying work as contained in the Professional Land Surveyor’s Act.

## 2.1 Responsibilities

The responsibilities described in this section pertain to construction surveys. To be fully successful, all parties must act in concert. Each must cooperate to ensure a good working relationship.

Business and Professions Code section 8726(e) provides that a land surveyor has legal authority to:

*“By the use of the principles of land surveying determines the position for any monument or reference point which marks a property line, boundary, or corner, or sets, resets, or replaces any monument or reference point.”*

All reference points necessary to allow the setting of control stakes will be set by Surveys. All monuments that mark a property line, boundary line, or corner must be set, replaced, or referenced under the responsible charge of a licensed land surveyor per section 8771 (b) of the Land Surveyor’s Act.

Construction stakes must be set under the responsible charge of a licensed land surveyor or civil engineer. Stakes set that are referenced to California Coordinate System (CSS) coordinates must be set under the responsible charge a person authorized to practice land surveying in the State of California.

## 2.2 Surveys

Construction staking is the responsibility of Surveys. The construction surveys will be performed in cooperation with the Resident Engineer and the Structure Representative.

### The following are the responsibilities of Surveys:

1. Reviews site conditions for survey party safety.
2. Ensures conformity with this Manual.
3. Provides horizontal and vertical project control monuments and a project control diagram.
4. Performs construction staking in numeric order as shown on the “Request for Construction Staking” form unless otherwise directed by the RE.
5. Performs construction staking prior to contract award, as determined necessary by the Project Engineer and/or Resident Engineer.
6. Begins staking within 2 working days of receipt of a completed Request for Construction Staking form from the Resident Engineer.
7. Not perform any construction staking without a request signed by the Resident Engineer.
8. Determine that the area is prepared for staking and notify the Resident Engineer if it is not.
9. Set the construction stakes in the order and location requested, noting any changes on the field notes.

10. Complete form (SC-3013), indicating the date(s) that the staking started and was completed, and listing the total surveys crew hours needed to complete any stakes or reset stakes.
11. Sign, date and return completed form with a copy of the field notes for all worked performed to the RE within 2 working days of date staking was completed.
12. Surveyor shall not act upon any staking request that may involve restaking unless a reset is marked by the Contractor or approved by the RE.
13. Surveyor shall notify the RE immediately of any discrepancy with regards to whether a staking request involves restaking.
14. Attends the pre-construction meeting with the Resident Engineer, Contractor and Structure Representative to discuss project control, amount of construction stakes, and any AMG details before construction starts.
15. Performs all Department-furnished construction staking that requires the use of a survey party.
16. Determines the methods and procedures to accomplish the Department-furnished construction staking.
17. Checks data furnished by the Project Engineer for completeness and discrepancies.
18. Checks the conformity of planned lines and grades with existing conditions at pavement "conforms", curb and gutter joints, inlets and outlets of drainage facilities, etc.; advises the Resident Engineer of any problems; makes minor adjustments to lines and grades under the direction of the Resident Engineer.
19. Advises the Resident Engineer of any discovered design issues regarding lines and grades, and records the issues in daily survey party reports.
20. Keeps the Resident Engineer informed of pertinent construction staking issues; accepts construction staking requests only from the Resident Engineer; and keeps adequate records of Department-furnished construction staking efforts (work accomplished, dates, time and resources required, survey data and restaking).
21. Preserves, references, or replaces all survey monuments according to Section 8771 of the Business and Professions Code.
22. Verifies that all staking is clearly written and readily visible.
23. Communicates with the Structure Representative on the availability of safety-related protection equipment for work on superstructures.
24. When the Contractor is using AMG for construction, Surveys will:
  - a. Verify survey control and provide the RE with coordinates and elevation for the local control calibration points to ensure datum consistency.
  - b. Review the written calibration report provided by the Contractor using Global Navigation Satellite Systems (GNSS) technology. If the report is rejected, Surveys will confer with the RE and Contractor as soon as practical to resolve any problems.
  - c. Set additional control to assist the RE staff in checking and inspection of project.

### **2.3 Resident Engineer (RE)**

The Resident Engineer (RE) is responsible for the satisfactory administration and completion of the project, including the coordination of construction surveys in cooperation with Surveys and the Structure Representative.

The following are the responsibilities of the RE:

1. At the preconstruction meeting or other times, explains to the Contractor with the assistance of Surveys (i) the Department-furnished construction staking procedures as detailed in this manual; (ii) the procedures and contract requirements for requesting Department-furnished construction staking; (iii) the contract requirements regarding preservation of Department-furnished stakes, and (iv) staking furnished when AMG is used.
2. Coordinates priorities and schedules for all requests for Department-furnished construction stakes.
3. Verifies that the Contractor's request for Department-furnished construction stakes are acceptable.
4. Works with the Project Engineer and Surveys to deliver needed electronic design files to the Contractor for use with AMG.
5. Checks the final construction lines and grades against Department-furnished stakes to verify that the work was performed at the proper line and grade.
6. Determines when restaking costs are to be assessed to the Contractor and coordinates with Surveys.
7. Resolves design issues regarding lines and grades; and checks/approves line and grade adjustments made by Surveys.
8. Settles disputes regarding staking priorities and schedules.

### **2.4 Structure Representative**

The Structure Representative is responsible for the satisfactory completion of structures on an improvement project. The Structure Representative will also ensure that Surveys is apprised of all Structures-specific project safety issues and that Surveys be apprised in a timely manner of situations that would affect construction survey operations for a structure.

The following are the responsibility of the Structure Representative:

1. Confers with Surveys regarding the need for Surveys support for the structures on a project and coordinates the assignment of resources for the requested support from Surveys.
2. Coordinates with Surveys regarding any special job-specific safety training that may be required to perform a construction survey for a structure (i.e. fall protection, confined spaces, water safety, railroad safety training).
3. Establishes with Surveys a communications protocol to be used for the life of the project when requesting Surveys support.
4. Verifies that the Contractor's requests for Department-furnished construction stakes for structures are acceptable.

5. Interprets and translates all requests for construction stakes for a structure to stations and offsets that are referenced to a horizontal alignment shown on the contract plans.
6. Recommends to the RE when the Contractor is to be assessed re-staking costs associated with structures.
7. Establishes the priorities and schedules for requests for construction staking for structures with the RE and Surveys.

## **2.5 Contractor**

### **The following are the responsibilities of the Contractor:**

1. Discusses scheduling of staking needs for Contractor operations and time estimates of staking operations with the RE and Surveys at the pre-construction conference and throughout the project.
2. Makes only one (1) staking request per form and numbers the forms in numerical order, i.e. 1, 2, 3, etc. (Note: Construction staking will be performed in numeric order unless otherwise directed by the RE.)
3. Requests Department-furnished construction stakes a minimum of three (3) full working days in advance of starting an operation that will use the stakes. Include estimated time to perform staking operations in addition to three (3) full working days notice when determining the start of specific construction operations.
4. Submits a suitable Construction Survey Request (Form SC-3013) for Department-furnished construction stakes, ensuring that the requested staking area is ready for stakes and that the stakes will begin to be used within 5 days of staking.
5. Coordinates construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in a safe and expeditious manner.
6. Submits all requests for Department-furnished construction stakes to the RE for approval.
7. Preserves Department-furnished construction stakes, including those requested by the RE.
8. Sets working stakes (i.e., "Bluetops") as required to complete the work.
9. Reports suspect staking or design issues immediately to the RE.
10. If using AMG, develops the needed electronic files and provides copies to the RE. If any design issues are discovered while creating the files, the RE will be notified promptly so a resolution can be determined.
11. If using AMG, utilizes and constrains to the provided local survey control points.

## **2.6 Project Engineer**

The project Engineer will provide all files requested by Surveys as needed. The following information is a partial list of the typical delivery in the Survey file:

1. Final contract plans and annotated roadway cross-sections.
2. Control diagram and coordinate list for the control used to design the project.
3. All roadway alignments including main lines, ramps, branch connections, frontage roads, and detours.
4. Roadway slope stake listings (one or two stations per page), for all roadway and detour alignments.
5. Drainage cross-sections, alignments with station/offset and coordinates for angle points, end points, curve data, and structure locations with station/offset and coordinates to the centerline point at the flow line.
6. All profiles including roadway, curb and gutter, ditch, and channel.
7. All lay-out lines including ditches, channels, retaining walls, sound walls and benches, with station/offset and coordinates for angle points, end points and curve data.
8. Taper, transition curve, super elevation diagrams, and flare locations, including sufficient data to precisely define beginning and ending locations and elevations, radius points, offsets, and parabolic curve base line distances.
9. Data for structures including abutment and wing wall lay-out lines, abutment fills, and pier alignments.

**Note:** All design data will be delivered to Surveys in both digital and hard copy Format.

### **3. REQUESTS FOR CONSTRUCTION STAKING**

The Contractor is required to provide a written request for Department-furnished construction stakes to the Resident Engineer (RE). To facilitate the Contractor's written request and to ensure that all necessary information is included in the request, the RE will furnish the Contractor with a supply of Form SC-3013, "Request for Construction Staking," for this use. Requests for stakes will only be accepted by Surveys from the RE.

Prior to contract award, requests for construction surveys originate from the Project Engineer or RE. After contract award, most requests will be initiated by the Contractor. Exceptions include control surveys, monument staking, surveys for design information, and surveys to determine pay quantities.

When the Contractor requires construction stakes, the Contractor will notify the RE of his requirements, in writing, on form SC-3013, three (3) full working days in advance of starting operations that require the stakes. Surveys begins staking within two (2) full working days of receipt of a completed Request for Construction Staking form from the RE. Some requests for stakes will require more time to complete, thus requiring the Contractor to allow for staking time in addition to the three (3) full working days in advance of operations that will use the stakes. The Contractor, RE, and Surveys will discuss staking time estimates.

If the area or facility is not prepared satisfactorily for the stakes, as determined by the RE, the staking request will be voided by the RE and the Contractor must submit a

new Request for Construction Staking form when the area or facility has been properly prepared. If a survey party has been mobilized to an area that is not ready for stakes, the RE may charge the Contractor with restaking charges for the survey party's time.

After receiving form SC-3013 from the RE, Surveys schedules the work. To facilitate scheduling, requests will include calendar dates to indicate when the stakes are needed and all requests should be specific as to area and types of stakes to be set. If a request includes more stakes than the advance notice gives time to prepare for, it should be returned to the RE for a discussion on scheduling with the Contractor.

#### **4. REQUEST FOR CONSTRUCTION STAKING FORM SC-3013**

All staking requests must be submitted on Form SC-3013.

##### **4.1 Contractor**

The Contractor will fill out the following sections of the form:

1. Project information (if not pre-printed).
2. Type of Staking: slope stakes, curb stakes, drainage, etc.
3. Stakes are either Original or Reset.
4. Location: alignment, beginning and ending stations, drainage structures, etc.
5. Date: The Contractor will indicate the date that the site will be ready for stakes, and when the Contractor intends to begin work using the stakes.
6. In the Comments section, Contractor will indicate requested offsets for the reference points, and any other relevant instructions.
7. Contractor's signature and date of request.

##### **4.2 Resident Engineer**

The RE will review the form as follows:

1. Verify that the request date and date that the stakes will be used allow enough days for Surveys to complete the work.
2. Verify that stakes listed as "Original" are not "Reset".
3. Checks that the designated areas are ready for work.
4. In consultation with Surveys, determines that the staking request allows time for Surveys to complete the work in the time requested. If there is a scheduling issue, the RE will hold a meeting with the Contractor and Surveys to resolve the issue.
5. If the RE determines that the Request is not complete due to the failure to complete (1) through (3) above, the RE will return the request to the Contractor.
6. When the RE determines that the request is acceptable, the RE will sign and date the form and forward it to Surveys.
7. If the request is for restaking, the RE will review the time actually charged by Surveys, calculate the costs, determine if the restaking costs are to be charged to the Contractor, and sign the determination.

### 4.3 Surveys

Surveys will review the form as follows:

1. Verify that the request date and date that the stakes will be used allow for the minimum two (2) full working days for Surveys to complete the work.
2. Verify that stakes listed as "Original" are not "Reset".
3. Checks that the designated areas are ready for work.
4. In consultation with RE, determines that the staking request allows time for Surveys to complete the work in the time requested. If there is a scheduling issue, the RE will hold a meeting with the Contractor and Surveys to resolve the issue.

Surveys will fill out the following sections of the form:

1. Date: Surveys will indicate the date staking began and the date staking was completed.
2. Indicate whether or not the staking is a reset.
3. Indicate the name and equipment number of each person and equipment respectively that was onsite working. (Note: equipment refers to vehicles or construction equipment used, not survey instruments.)
4. Description of labor and equipment, i.e. Labor Classification for personal.
5. Hours spent onsite working for each person and equipment.
6. Was time spent on reset, yes or no.
7. Date personnel and equipment were onsite working.
8. Sign and date and return completed form with a copy of the field notes for all worked performed to the RE within 2 working days of date staking was completed.

### 5. RESTAKING

The Contractor shall preserve stakes and marks placed by the Department. If the stakes or marks are destroyed, the Department replaces them at the Department's earliest convenience and deducts the cost from the Contractor.

Surveys will keep an accurate record of time required to complete restaking and report to the Resident Engineer and the Structure Representative any restaking that is done on form SC-3013. The RE is responsible for determining if charges for restaking will be made.



## **6. ALTERNATIVES TO NORMAL STAKING**

As determined by the Resident Engineer in cooperation with Surveys, additional Department-furnished construction stakes will be provided for areas of staged construction, as necessary, to provide control for the lines and grades.

Department-furnished construction stakes will be provided for facilities not covered by this document to control lines and grades, as determined necessary by the RE and the Structure Representative in cooperation with Surveys.

In cooperation with the RE, the Structure Representative, and the Contractor, alternate Department-furnished construction stakes (stake density, placement, and markings) will be considered to facilitate the Contractor's construction methods.

For reconstruction and rehabilitation work, other Department-furnished construction stakes might be requested when the stakes described by this document are impractical, as determined by the RE in cooperation with Surveys. For example, reference marks with a stationing identification might be painted on existing pavement and a hardcopy listing provided to the Contractor of elevations, distances, or cuts/fills as appropriate.

## **7. AUTOMATED MACHINE GUIDANCE (AMG)**

Automated Machine Guidance (AMG) technology uses positioning devices, alone or in combination, such as the Global Navigation Satellite System (GNSS), Total Stations, and/or rotating laser levels to determine the real time X, Y, and Z position of construction equipment and compare that position against a 3D Digital Design Model (DDM) stored in an onboard computer. A computer display shows the operator or grade checker several perspectives and delta values of their position compared to the design surface. This technology has the potential to increase the Contractor's efficiency, increase the Contractor's productivity, reduce the number of survey stakes required, and reduce construction working days.

### **7.1 Supplemental Project Control**

AMG may require a higher density of control monuments than needed for conventional methods. Setting additional monuments for machine guidance is part of construction staking. The Contractor must utilize and constrain to the provided project survey control points for the Digital Terrain Model (DTM), DDM, and construction equipment locations to match.

GNSS satellite signals can be subject to interference from canyons, buildings, trees or even fencing. Additional monuments will be set when needed for adequate site coverage. Not all locations are suitable for AMG techniques, and it is the Contractor's responsibility to determine if the site conditions are practical for AMG.

Surveys involvement in projects using AMG technology can vary from project to project, but in general may include the following:

1. Report any issues to the Project Engineer and the RE.
2. Assist the Project Engineer with data format conversion as expertise permits.
3. Recover, verify, and evaluate project survey control used to develop the existing ground surface for consistency and create a site calibration prior to construction.
4. Perform terrain checks to identify any changes from earlier mapping.
5. Establish supplemental project control as needed for AMG operations.
6. Meet with the RE and the Contractor to discuss control, calibration, and staking.
7. Provide the Contractor with the latest control points. Provide the RE and Contractor with coordinates and elevation for the local survey control calibration points to ensure project consistency.
8. Review the Contractor's calibration report and compare with the Department's calibration.
9. Assist the RE with inspection of line and grade in areas without conventional staking. Surveys may assist the RE with project inspection using survey equipment, the project model, and survey control if so resourced and requested.
10. Surveys will set additional control to assist the RE staff in checking and inspection of project.
11. Deliver the files necessary to the RE in order for the RE to evaluate work completed by AMG methods.
12. Act as an advisor to the RE as requested on GNSS and AMG issues.

## **7.2 Suggested Best practices for Surveys include:**

Set conventional slope stakes at all "conform" stations, beginning and end of curves, and begin and end of transitions to aid with inspections. Set stakes as requested by the RE for inspection purposes.

Set other construction stakes as necessary. The use of AMG will not eliminate the need for the staking of structures, drainage, utilities, etc.

## **8. OFFICE PREPARATION & PRECONSTRUCTION CONFERENCE**

### **8.1 Office Preparation**

Surveys is responsible for confirming that data obtained from the Project Engineer is both complete and suitable. Missing data, conflicts and uncertainties must be reported to the Project Engineer and/or the Resident Engineer as appropriate. Surveys should not revise design data without the approval of the Project Engineer and/or the RE.

Surveys should develop a strong partnership with the Project Engineer to ensure that all information needed by Surveys is provided in a ready-to-use format. Duplication of efforts by the Project Engineer and Surveys must be avoided.

Whenever practical, the Surveys office prepares the information for staking, called the staking package. The staking package should include all information required to efficiently stake the project. Generally, a construction survey effort should not begin without a completed staking package produced in an office environment where efficient, appropriate data processing capability is available. Use of survey party time to prepare the package should be minimized.

## **8.2 Preconstruction Conference**

**Resident Engineer/Surveys:** Surveys will have a preconstruction meeting with the RE. Any Party Chief(s) permanently assigned to a project should attend this meeting. This meeting will occur soon after the RE is assigned. The purpose of this meeting is to establish a working relationship between the RE and Surveys and to review the anticipated survey work, including tentative schedules and project-specific safety issues. Anticipated survey requests prior to contract award should also be discussed.

**Resident Engineer/Contractor:** Surveys will attend the pre-construction meeting between the RE and the Contractor. The RE will provide the Contractor with a copy of this Manual and explain that, along with the Standard Specifications, it represents the Department's procedures concerning Department-furnished construction stakes. Surveys should be ready to describe the types, density, placement and marking of stakes. The RE will explain the construction staking request process, including the Contractor's responsibilities of coordinating construction operations so that areas to receive stakes are relatively clear of construction equipment activity, in order that stakes can be set in a safe and expeditious manner. Calibration and control issues must be discussed on AMG projects. The need for preserving stakes and the restaking process should also be discussed.

**Structure Representative/Surveys:** Surveys will have a preconstruction meeting with the RE and the Structure Representative on projects that have structures. This meeting should occur soon after the Structure Representative is assigned. The purpose of this meeting is to establish a working relationship between the Structure Representative and Surveys and to review the anticipated survey work, including tentative schedules. Anticipated survey requests prior to contract award should also be discussed. This meeting may occur in conjunction with the Preconstruction Conference between the RE and Surveys.

## **9. STAKE TOLERANCES & FIELD NOTES**

### **9.1 Tolerances**

Tolerances stated for each type of control stake in this chapter indicates the acceptable deviation of the position of each reference point from its computed position relative to the given alignment and grade. When the stake is positioned within its tolerances, it is deemed "good." Staked positions are generally checked using electronic stakeout reports and, if within tolerances, the staked position is accepted. For precise measurements such as structures, reference points may also have an accuracy relative to each other.

#### Horizontal Control

The head of a nominal 1"x1" wooden ginnie is 0.06' square. A point set to a tolerance of 0.03' will fall on the head of the ginnie, and is considered within tolerance. The same is true for most metal spikes. If larger ground stakes are used, tacks or punch marks will be set to achieve the required tolerance for a given reference point. All rough grade stakes shall be set within 1.0' foot of calculated positions. All other stakes shall be set to the 0.03' tolerance as described above.

#### Vertical Control

All rough grade elevations shall be marked to the nearest 0.10' (tenth) of a foot. All other grade stakes shall be set within 0.02' foot vertically of calculated position.

### **9.2 Field Notes**

Construction survey field notes in the form of electronic stakeout reports, stakeout listings with actual staked positions noted, or other suitable forms, will be filed with the Resident Engineer upon completion of the survey. The RE will provide copies to the Contractor upon request.

## **10. STAKE TYPES AND MARKINGS**

The stake marking shall be an agreed upon format from the RE, General Contractor and Surveys.

Distances and cuts/fills are measured from the reference point for the stake to the point (feature) being staked (referenced, located). For most staking, the reference point for measurements is the ground stake. The elevation markings are for the top of the reference point. Examples of ground stakes are (a) small wooden hub (ginnie) in front of the marker/reference stake, (b) a wooden hub and tack in front of the marker/reference stake, (c) a spike driven in front of the marker stake, (d) a concrete nail in AC pavement (e) a scribed "X" on PCC pavement, or (f) the marker stake itself, depending on the precision required and field conditions (typically for fencing and clearing limits).

48" lath with flagging are used only when extra visibility is needed, typically when stakes are in tall vegetation, or as guard stakes to protect survey control monuments and marker stakes.

## **11. TYPICAL CONSTRUCTION STAKES**

This manual outlines the typical types, density, and placement of construction stakes. Alternate locations (positions) for the stakes may be used if required by the construction conditions, as determined by Surveys.

### **11.1 Clearing Stakes**

Clearing Stakes are set to show the limits of clearing and grubbing. Clearing Stakes are only set when the limits are not defined by the contract. Clearing stakes are set for: Clearing-only contracts, contracts requiring clearing to be completed for new aerial photography/ remote sensing before grading, and where necessary as determined by the RE in cooperation with Surveys to protect and preserve desirable natural features.

**Stake Set:**

Lath at clearing limit, no reference point.

**Spacing:**

Space longitudinally as necessary to provide intervisibility, but not less than 100 feet.

**Markings:**

Mark "CLEAR LIMIT" on the lath facing the centerline.

**Setting Tolerance:**

Stakes should be set within 1.0 foot of planned clearing limit. Consider using a greater accuracy in park lands, areas where the entire right-of-way is to be cleared like orchards or urban areas, and where there is possibility of damage to highway facilities or utilities.

**Checking:**

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

### **11.2 Rough Grade Stakes**

Rough grade stakes are set to aid rough finishing of the grading plane. They are set when requested by the RE when cuts or fills are greater than 30 feet. Intermediate slope stakes will serve as rough grade stakes if within 30 feet (cut/ fill) of the grading plane. The RE should discuss the need for rough grade stakes with the Contractor using AMG prior to construction.

**Stakes Set:**

Reference point with a marker stake on only one line per roadbed, such as the centerline of construction.

**Spacing:**

Space longitudinally every 50 to 100 feet, as determined by Surveys with the concurrence of the RE, depending on the construction conditions, alignment and grade.

**Markings:**

Stakes should be marked "RGS" for rough grade stake and identify the line and station and off-set, if any, on which they are set, and give the cut/fill to finished grade for the point the stake references.

**Setting Tolerance:**

Stakes should be set within 1.0 foot for stationing, 0.1 foot for horizontal offset, and 0.1 foot vertically of calculated position.

**Checking:**

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

### **11.3 Final Grade Stakes**

Final grade stakes are set when the rough finishing of the grading plane is completed. Final grade stakes are set only once for each grading plane. This one set of final grade stakes controls all elements of the structural section (the grading plane, subbase, base, and pavement). In some cases, one set of stakes may be used for several purposes, such as slopes, final grades and curbs.

### **11.4 Staged Construction**

The RE, in cooperation with Surveys determines stakes needed for staged construction. A common form of staged construction is widening of existing pavement. Generally, the longitudinal spacing for this type of staged construction is the same as conventional construction, but the types of stakes and markings used will depend on conditions found on specific projects.

### **11.5 Drainage Stakes**

**Stake Set:**

Reference point and marker and line stakes for the following points in drainage facilities:

- Ends of facilities
- Grade breaks

- Alignment breaks
- Junctions
- Inlets and similar facilities
- Skewed cut-off lines, when necessary as determined by the RE in cooperation with Surveys.

**Note:** The plumbing of risers and other similar facilities is the Contractor's responsibility; no reference stakes are set for plumbing.

## **11.6 Curb Stakes**

On some cases, one set of stakes may be used for several purposes, such as slopes, final grades and curbs.

### **Stake Set:**

Reference point and marker stake at a constant horizontal offset distance from the flow line.

### **Spacing:**

Space longitudinally every 50 feet and at beginning and end of curb and beginning and end of horizontal and vertical curves. When grade is less than 0.3 percent or radius of curvature is less than 1000 feet space every 25 feet. A lesser spacing may be used for flares, tapers or curb returns when necessary, as determined by the RE.

Curb returns are typically staked based on the length of curve at gutter line. Curb returns having a length of curve less than 10' are staked at only the BCR and ECR.

Curb returns having a 10' to 20' length of curve are typically staked at the BCR, ECR, and 1/2  $\Delta$ . Curb returns having a length of curve greater than 20' are typically staked at the BCR, ECR, and 1/4  $\Delta$  intervals.

Curb ramps are constructed by the Contractor from the dimensions in the Construction Details and Standard Plans. Additional stakes may be set if requested by the RE. When practicable, a radius point may be staked to facilitate construction for curb returns having a radius of 25' or less. No other line stakes are set.

### **Markings:**

Reference stakes show the horizontal offset distance, cuts/fills to the curb flow line, and for non-standard curbs, cuts/fills (from the flow line) to the top-front-edge of the lip.

## **11.7 Major Structure Stakes – Ground**

The extent of construction stakes for major structures such as bridges varies, depending on the type and complexity of the structure and its construction. In most cases GPS equipment will not be used by Surveyor or the Contractor to set major structure stakes. Staking of footings (bents, abutments, wingwalls, etc.) is normally provided by Surveys. Surveys, in cooperation with the RE and the Structure Representative, will determine the actual staking provided.

No stakes are set by Surveys for the following:

- The locations of individual piles,
- Individual pile cutoff elevations
- Falsework

Stakes Set:

For footings (Bents, Abutments, and Wingwalls), two reference points, each with a marker stake that provides elevation, distance and line references for the controlling lines. A third reference stake, for “line only,” is set when required by the construction conditions, as determined by the Surveys personnel in cooperation with the Structure Representative. Generally, for footings, bents, and abutments, a set of reference stakes is established on each side of the structure.

Markings:

Reference stakes for major structures provide references for only the controlling lines for the structure and reference elevations.

The identification of the major structure component being staked (abutment, wing-wall, pier, etc.)

Generally, for major structures, a set of stakes will consist of two reference stakes, each providing line, distance, and elevation. Where appropriate, a third “line only” stake also will be set.

## **11.8 Major Structure Stakes - Superstructure**

The extent of control stakes for superstructures is a combination of stakes provided by Surveys and the Structure Representative. The types, density, and placement of control stakes are dependent on the complexity of the superstructure. Surveys, in cooperation with the RE and the Structure Representative, will determine the actual staking provided.

This section describes the typical superstructure staking provided by Surveys. The Structure Representative may provide additional Department-furnished control stakes for the superstructure.

**Stakes Set:**

Temporary bench marks on the tops of columns marked "TBM".

One set of control stakes at a constant offset to the alignment set on the soffit forms. The Structure Representative will determine the offset.

**Spacing:**

Space longitudinally every 25 feet.

**Markings:**

Stakes should be marked "STR" for structure stake and identify the alignment station and offset.

**Setting Tolerances:**

Stakes will be set to within 0.02 feet horizontally or 0.02 feet vertically.

Note: The control stakes on the soffit will not have vertical information.

**Checking:**

Check stakes visually and by reviewing the electronic stakeout reports and/or survey notes.

## **11.9 Miscellaneous Stakes**

**Contour Grading:**

Construction stakes for contour grading vary with the design and terrain. Surveys, in cooperation with the RE, will determine what stakes are provided. Generally, stakes are set at a longitudinal spacing of 50 feet. A "grid" pattern of stakes might be used for areas of relatively shallow fills or cuts. Stakes should be marked in the same manner as rough grade stakes.

**Utilities:**

Utility work generally is controlled by adjacent construction staking or adjacent facilities, and no stakes are set. If separate stakes are necessary, as determined by the RE in cooperation with Surveys, stakes will be provided in the same manner shown for similar roadway work.

Stakes set for water and sewer lines at a longitudinal spacing of 50 feet; a 25 foot spacing will be used when the grade is less than 0.3 percent or when the radius of curvature is less than 1000 feet.

**Sidewalks:**

Stakes are set only as determined necessary by the RE for sidewalks that meander or change grade independently as compared to controlling elements such as adjacent curbs or nearby building foundations.

**Signs:**

When necessary, as determined by the RE, stakes are provided to locate signs.

**Channels, Dikes, and Ditches:**

Major channels and dikes are controlled by slope stake references. For ditches, reference stakes are provided for line and grade breaks, when necessary, as determined by the RE.

**Subsurface Drains:**

Stakes are set only as determined necessary by the RE. Set stakes for subsurface drains in the same manner as for drainage pipes. Stabilization trenches and permeable blankets are controlled by slope stakes or contour grading stakes.

**Overside Drains:**

For straight discharge overside drains, stakes (references) are provided only for longitudinal location. Alignment and grade breaks will only be staked at the direction of the RE.

**Markers:**

Markers are located by stakes (or references), as determined necessary by the RE.

**Railings and Barriers:**

Where railings and barriers are controlled by adjacent construction staking or adjacent facilities, no stakes are provided, except stakes that establish the beginning and end of each railing or barrier. All staking is to the base of the barrier only.

Where construction staking is necessary, as determined by the RE, stakes (references) are generally provided for alignment and grade at a spacing of 50 feet along the facility. 25 foot spacing will be used: (a) when the radius of curvature is less than 1000 feet; (b) in areas of superelevation transition; and (c) within 100 feet of "conforms" or bridges. A lesser spacing will be used for flares, when necessary, as determined by Surveys.

**Hot Mix Asphalt Dikes:**

Stakes are provided only at the beginning and end of HMA dikes.

END OF SECTION

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

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**PART VII – DRAWINGS & PERMITS**

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**DRAWINGS:**

Sheet 1:	Cover Sheet
Sheet 2:	General Notes
Sheet 3-5:	Typical Sections and Construction Details
Sheet 6:	Survey Control and Alignment Data
Sheet 7-8:	Removal Plans
Sheet 9-10:	Grading Plans
Sheet 11-12:	Striping Plans
Sheet 13-14:	Traffic Signal Plans
Sheet 15:	T.I.D. Irrigation Relocation Plan

**PERMITS:**

Permit to Enter for Construction – APN 041-053-005: A copy of this document will be provided to the contractor at the Preconstruction Meeting.

**COUNTY OF STANISLAUS  
DEPARTMENT OF PUBLIC WORKS**

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**PART VIII – REVISED STANDARD PLANS AND REVISED  
STANDARD SPECIFICATIONS**

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**REVISED STANDARD PLANS**

The revised standard plans (RSPs) are available for viewing on the Modesto Reprographics webpage at [www.modestoplanroom.com](http://www.modestoplanroom.com).

**REVISED STANDARD SPECIFICATIONS**

The revised standard specifications are available for viewing on the Modesto Reprographics webpage at [www.modestoplanroom.com](http://www.modestoplanroom.com).