

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

SPECIFICATIONS

FOR

**RSTP Road Resurfacing Program Phase L
Federal Aid Project No. STPL-5938(236)
Contract No. 9473**

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

**Stan Risen, 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:


Nate Tumminello, PE

Bid Opening Time and Date: 2:00 p.m., April 26, 2017

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

TABLE OF CONTENTS

	<u>PAGE</u>
PART I – INVITATION TO BIDDERS	I-1
PART II – INFORMATION FOR BIDDERS.....	II-1
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. Not Used	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
PART III – PROPOSAL	III-1
Contractor’s Bid Sheet	III-3
Addendum Sheet	III-6
Subcontractor’s List	III-7
Bid Documents Required at Bid Opening.....	III-9
Insurance Requirements Acknowledgement.....	III-10
Equal Employment Opportunity Certifications	III-11
Non-Discrimination of Individuals with Disabilities	III-12
Noncollusion Affidavit	III-13
Public Contract Code	III-14
Debarment and Suspension Certification.....	III-15
Nonlobbying Certification for Federal-Aid Contracts	III-16
Disclosure of Lobbying Activities	III-17
W-9 Form.....	III-19
Proposal Signature Sheet	III-23

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

TABLE OF CONTENTS

	<u>PAGE</u>
PART III – PROPOSAL (continued)	
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	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 16-Z Monthly DBE Trucking Verification Form.....	III-34
Exhibit 16-Z3 Monthly Disadvantaged Business Enterprises (DBE) Payment.....	III-36
Relations with Railroad.....	III-38
State Prevailing Wage Rates	III-38
Federal Minimum Wage Rates.....	III-38
PART IV – SAMPLE AGREEMENT, BONDS, AND GUARANTEE	
Sample Agreement	IV-1
Sample Construction Performance Bond.....	IV-7
Sample Construction Labor and Material Payment Bond	IV-9
Sample Guarantee	IV-11
PART V – SPECIAL CONDITIONS.....	
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-12
SC-12 Federal Aid Construction Contracts.....	V-13
SC-13 Blank	V-34
SC-14 Bonds	V-34
SC-15 Insurance	V-34
SC-16 Work Disputes.....	V-36
SC-17 Alterations and Modifications.....	V-36
SC-18 Discovery of Conflicts, Errors, Omissions, or Discrepancies.....	V-36

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

TABLE OF CONTENTS

	<u>PAGE</u>
PART V – SPECIAL CONDITIONS (continued)	
SC-19 Differing Site Conditions	V-37
SC-20 Blank	V-37
SC-21 Time Adjustments and Entitlements for Delays	V-37
SC-22 Emergencies	V-37
SC-23 Working Days and Legal Holidays	V-38
SC-24 Submittals.....	V-38
 PART VI – SPECIAL PROVISIONS	
SP-1 Progress Schedule	VI-1
SP-2 Mobilization	VI-1
SP-3 Water Pollution Control (WPC).....	VI-1
SP-4 Dust Control	VI-1
SP-5 Watering	VI-1
SP-6 Temporary Traffic Control.....	VI-2
SP-7 Temporary Pavement Delineation.....	VI-3
SP-8 Environmental Mitigation	VI-4
SP-9 Existing Facilities.....	VI-5
SP-10 Clearing and Grubbing.....	VI-5
SP-11 Dig-Outs	VI-6
SP-12 Cold Plane Asphalt Concrete Pavement	VI-6
SP-13 Full Depth Reclamation – Cement Stabilization.....	VI-7
SP-14 Hot Mix Asphalt.....	VI-11
SP-15 Rapid Setting Slurry Seal (Type III)	VI-12
SP-16 Shoulder Backing	VI-18
SP-17 Adjust Frames and Covers and Frames and Grates to Grade.....	VI-18
SP-18 ADA Improvements At Curb Ramp.....	VI-18
SP-19 Monument Preservation	VI-19
SP-20 Thermoplastic Traffic Stripe and Pavement Marking	VI-19
SP-21 Street Colorized Coating for Bicycle Lanes and Pedestrian Areas	VI-22
SP-22 Pavement Markers	VI-24
SP-23 Roadside Signs	VI-25
SP-24 Traffic Signal and Lighting	VI-25
NEPA Commitment Record.....	ATTACHMENT D

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

TABLE OF CONTENTS

	<u>PAGE</u>
PART VII – DRAWINGS & PERMITS.....	VII-1
PART VIII – STANDARD PLANS LIST, REVISED STANDARD PLANS, AND REVISED STANDARD SPECIFICATIONS	VIII-1

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART I - INVITATION TO BIDDERS

Contractors are invited to submit written, formal bids for the RSTP Road Resurfacing Program Phase L, Federal Aid Project No.STPL-5938(236) project. Estimated Construction cost for this project is less than \$1,630,090. The work to be accomplished includes road reconstruction, road surface preparation, application of hot mix asphalt overlay, shoulder backing, slurry seal, pavement markings and striping.

Plans and Specifications are available for viewing on the Modesto Reprographics webpage at 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 dejongj@stancounty.com or fax your questions to (209) 541-2509, Attn: James DeJong.

Bid forms are provided in the Section titled "Bid Proposal". Bids shall be submitted in a sealed envelope and plainly marked "**Bid Proposal for RSTP Road Resurfacing Program Phase L, Federal Aid Project No.STPL-5938(236)**". Bid envelopes shall be addressed to: Stanislaus County, Clerk of the Board of Supervisors, 1010 10th 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., April 26, 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	April 3, 2017
Last Day Contractors Clarification Requests	April 19, 2017
Issuance of Addendum (if required)	April 21, 2017
Bid Opening	April 26, 2017
Board Approval of Contract	June 13, 2017
Notice to Proceed	June 23, 2017

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

PART II - INFORMATION FOR BIDDERS

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 RSTP Road Resurfacing Program Phase L, Federal Aid Project No.STPL-5938(236)"** and addressed to the Stanislaus County, Attn: Clerk of the Board of Supervisors, 1010 10th 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. NOT USED

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 seven (7) calendar days prior to the bid opening and addressed and forwarded to Public Works Engineering, Attn: James DeJong, 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**

PART III - PROPOSAL

STANISLAUS COUNTY BOARD OF SUPERVISORS

FOR THE CONSTRUCTION OF

**RSTP Road Resurfacing Program Phase L,
Federal Aid Project No.STPL-5938(236)**

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 2010, the Standard Specifications, dated 2010, the Revised Standard Specifications and Revised Standard Plans found in part VIII, 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

RSTP Road Resurfacing Program Phase L Federal Aid Project No.STPL-5938(236)

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-02	Mobilization	1	LS		
2	SP-03	Water Pollution Control	1	LS		
3	SP-06 & SP-07	Temporary Traffic Control	1	LS		
4	SP-08	Lead Compliance Plan	1	LS		
5	SP-11	Dig-Outs	1,032	S.F.		
6	SP-12	Cold Plane Asphalt Concrete Pavement	23,022	S.F.		
7	SP-13	Full Depth Reclamation - Cement Stabilization 18" Depth	203,905	S.F.		
8	SP-13	Full Depth Reclamation - Cement Stabilization 12" Depth	263,410	S.F.		
9	SP-14	Hot Mix Asphalt Concrete (Type A)	10,600	TONS		
10	SP-15	Rapid Setting Slurry - Type III (mixed ton)	400	TONS		
11	SP-16	Aggregate Base (Shoulder Backing)	1,300	TONS		
12	SP-17	Adjust Manhole and Water Valve Boxes to Grade	46	EA.		
13	SP-18	ADA Improvements at 4 Corners Complete	1	LS		
14	SP-19	Monument Preservation	20	EA.		

Note: All line items must have an entry placed in its appropriate box.

CONTRACTOR'S BID SHEET**RSTP Road Resurfacing Program Phase L
Federal Aid Project No.STPL-5938(236)**

BASE BID

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
15	SP-20	Thermoplastic Striping (Detail 6)	8,900	L.F.		
16	SP-20	Thermoplastic Striping (Detail 9)	405	L.F.		
17	SP-20	Thermoplastic Striping (Detail 19)	6,440	L.F.		
18	SP-20	Thermoplastic Striping (Detail 22)	3,842	L.F.		
19	SP-20	Thermoplastic Striping (Detail 27B & 27C)	35,706	L.F.		
20	SP-20	Thermoplastic Striping (Detail 28)	250	L.F.		
21	SP-20	Thermoplastic Striping (Detail 29)	232	L.F.		
22	SP-20	Thermoplastic Striping (Detail 31)	2,084	L.F.		
23	SP-20	Thermoplastic Striping (Detail 38)	660	L.F.		
24	SP-20	Thermoplastic Striping (Detail 39)	10,070	L.F.		
25	SP-20	Thermoplastic Striping (Detail 39A)	6,642	L.F.		
26	SP-20	Thermoplastic Pavement Markings	4,421	S.F.		
27	SP-21	Pavement marking (Shamrock Green Bicycle Lane Coloring)	2,040	S.F.		
28	SP-22	Blue Fire Hydrant Pavement Makers	20	EA.		
29	SP-23	Roadside Signs	20	EA.		
30	SP-24	Metered Service Pedestal and BBS	1	LS		
31	SP-24	Video Detection System	1	LS		
TOTAL BASE BID						

(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.

CONTRACTOR'S BID SHEET

**RSTP Road Resurfacing Program Phase L
Federal Aid Project No.STPL-5938(236)**

ALTERNATE ADDITIVE 1

Item No.	SP No.	Item	Estimated Quantity	Unit of Measure	Unit Price (In Figures)	Item Total (In Figures)
1	SP-24	Upgrade Video Detection	1	LS		
TOTAL ALTERNATE ADDITIVE 1 BID						

(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

**RSTP Road Resurfacing Program Phase L
Federal Aid Project No.STPL-5938(236)**

<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.

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

Part 1

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

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

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

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

Bidder's List of Subcontractors (DBE and NON-DBE)

Exhibit 12-B Bidder's List of subcontractor (DBE and Non-DBE)

Part 2

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

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

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

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
- Bidder's List of subcontractor (DBE and Non-DBE)
- 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
- 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 5th business day after bid opening.

DOCUMENT NAME	PAGE
Exhibit 15-G Construction Contract DBE Commitment	III-25
Quote and written confirmation for each DBE shown on the DBE Commitment Form	-
Exhibit 15-H DBE Information – Good Faith Efforts	III-29

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

COUNTY OF STANISLAUS

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

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 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² 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. 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 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 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 ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
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 ⁴
9. Corporation or LLC electing corporate status on Form 8832 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

¹ 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.
² Circle the minor's name and furnish the minor's SSN.
³ 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.
⁴ 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. 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 or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 **RSTP Road Resurfacing Program Phase L Federal Aid Project No.STPL-5938(236)**, for which bids are to be opened at Stanislaus County Board of Supervisors Office, Tenth Street Place, 1010 10th Street, Room 6709, Modesto, CA, **April 26, 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
Local Agency to Complete this Section			15. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Local Agency Contract Number: _____ 22. Federal-Aid Project Number: _____ 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 _____ 27. Local Agency Representative's Name 28. Phone _____ 29. Local Agency Representative's Title				%
			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required. _____ 16. Preparer's Signature 17. Date _____ 18. Preparer's Name 19. Phone _____ 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-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENTCONTRACTOR 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 (OBEO) or the date of the Certification Certificate mailed out by OBEO.
- 13. Comments** - If needed, provide any additional information in this section regarding any of the above certification status changes.
- 14. Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
- 15. Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
- 16. Phone** - Enter the area code and telephone number of the person signing the form.
- 17. Date** - Enter the date the form is signed by the contractor's preparer.
- 18. Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
- 19. Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
- 20. Phone** - Enter the area code and telephone number of the person signing the form.
- 21. Date** - Enter the date the form is signed by the Local Agency Representative.

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:

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

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

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

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

Name of Agency/Organization	Method/Date of Contact	Results
_____	_____	_____
_____	_____	_____

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number		2. Federal-Aid Project Number		3. Local Agency			4. Contract Completion Date	
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount		
8. Contract Item Number	9. Description of Work, Service, or Materials Supplied	10. Company Name and Business Address	11. DBE Certification Number	12. Contract Payments		13. Date Work Completed	14. Date of Final Payment	
				Non-DBE	DBE			
15. ORIGINAL DBE COMMITMENT AMOUNT \$ _____				16. TOTAL				

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

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

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

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

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

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

MONTHLY DBE TRUCKING VERIFICATION

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
MONTHLY DBE TRUCKING VERIFICATION
 CP-CEM-2404(F) (NEW 12/99)

CONTRACT NO.			MONTH				YEAR
Truck Owner	DBE Cert. No.	Company Name and Address	Truck No.	California Hwy. Patrol CA No.	Commission Or Amount Paid*	Date Paid	Lease Arrangement (if applicable)
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
					\$		Lease Agreement with Non-DBE with DBE <input type="checkbox"/>
TOTAL AMOUNT PAID					\$		
PRIME CONTRACTOR			BUSINESS ADDRESS			BUSINESS PHONE NO.	
* Upon request all Lease Agreements shall be made available, in accordance with the Spectal Provisions.							
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT							
CONTRACTOR REPRESENTATIVE'S SIGNATURE			TITLE			DATE	

CLM-2404F (NEW 12/99)

COPY DISTRIBUTION: ORIGINAL - RESIDENT ENGINEER

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 15th 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.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT
 CEM-2406 (NEW 05/2015)

CONTRACT NUMBER:	MONTH:	YEAR:	FEDERAL AID NUMBER:
------------------	--------	-------	---------------------

PRIME CONTRACTOR:	BUSINESS ADDRESS:
-------------------	-------------------

ITEM NUMBER(S) OF WORK PERFORMED	DBE FIRM NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	DATE OF PAYMENT	AMOUNT PAID	PERCENT OF PARTICIPATION CREDIT TOWARDS COMMITMENT	TOTAL PERCENT OF DBE WORK COMPLETED TO DATE	COMMENTS

List all Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE:	CONTRACTOR'S REPRESENTATIVE NAME: (PRINT)	BUSINESS PHONE NUMBER:	DATE:
--------------------------------------	---	------------------------	-------

COPY DISTRIBUTION - Original - Resident Engineer Copy - District Construction Copy - OBEO - email business.support.unit@dot.ca.gov

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

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

MONTHLY DISADVANTAGED BUSINESS ENTERPRISES (DBE) PAYMENT

CEM-2406 (NEW 05/2015)

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:

SURETY:

Name

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

CONTRACT NUMBER:

Dated _____ in the Amount of \$ _____ (the “Penal Sum”).

CONTRACTOR:

SURETY:

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Name

Title

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 made 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**

PART V - SPECIAL CONDITIONS

SC-01 DEFINITIONS AND TERMS

The work herein shall be done in accordance with the California Department of Transportation Standard Plans, dated 2010, the Standard Specifications, dated 2010, the Revised Standard Specifications and Revised Standard Plans found in part VIII, 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, dated 2010 of the State of California Department of Transportation and the Revised Standard Plans found in Part VIII 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, dated 2010, of the State of California Department of Transportation and the Revised Standard Specifications found in Part VIII.

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 of the Standard Specifications.

The Contractor shall comply with Section 6-2.03, "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 6-3.04 of the Standard Specifications.

The County will perform Quality Assurance testing per 6-3.05 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,

Engineering 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

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.

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 the section titled "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:

NONE

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

If work affects access to public parking, post signs at 100-foot intervals on the affected streets. Signs must display *No Parking – Tow Away*. Signs must state the dates and hours parking or access will be restricted. Notify residents and businesses within the affected area at least forty-eight (48) hours before starting activities. Submit to the Engineer a sample of the notification flyer for review and approval prior to distribution.

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. Submit to the Engineer a sample of the notification flyer for review and approval prior to distribution.

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 12-3.08 "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2010 Standard Plan T3A and B, may be used.

Temporary crash cushion modules shall conform to the provisions in Section 12-3.15, "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.

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.

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.

NONE

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 that \$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.

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 DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate which may include, but is not limited to:

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

Include this assurance in each subcontract you sign with a subcontractor.

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

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 5th 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 5 business days of the request.

Submit written confirmation and a copy of the quote from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form.

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 2nd and 3rd 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 1st-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 15th of each month, submit a Monthly DBE Trucking Verification form.

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

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

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 15th.

Federal Trainee Program

A Federal Trainee goal and special provisions do not apply since the engineer's estimate is under \$400,000 or the project has less than 100 working days.

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 contacting 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.

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.

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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**

PART VI – SPECIAL PROVISIONS

SP-01 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-02 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 the **Mobilization**, and no additional compensation will be allowed.

SP-03 WATER POLLUTION CONTROL (WPC)

The project qualifies for a Rainfall Erosivity Waiver and is therefore 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 County submitted the Erosivity Waiver, including a check for payment of associated fees, to the State Water Resources Control Board and received the following WDID numbers:

5S50W002979 (Carpenter Road)
5S50W002978 (Howard Road)

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-04 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-05 WATERING

Developing a water supply and applying watering shall conform to the provisions in Section 17, “Watering,” of the Standard Specifications and these Special Provisions.

The Contractor shall be responsible for developing a water supply and furnishing all water required for the work.

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-06 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 Revised 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 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 install the Video Detection System on Carpenter Road in accordance with the plans and these special provisions prior to road work to assist with traffic control during road construction.

The Contractor shall stage the work and develop a Traffic Control Plan so that a minimum of one traffic lane, not less than 12 feet wide, shall be open for use by public traffic in each direction of travel at all times. Traffic can be limited to one traffic lane during working hours by "Flagging" or with the use of a Pilot car. Open traffic lanes and turning radii shall accommodate anticipated truck traffic. The Contractor shall place temporary raised centerline and traffic delineation as necessary to maintain traffic control as well as temporary stop bars.

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, 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 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.

If needed and per the discretion of the Resident Engineer traffic can be allowed onto the treated base when base has become firm and unyielding. The contractor shall proof roll the base and allow vehicle traffic on it as proof that it is firm and unyielding.

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 Howard Road, Hatch Road and Carpenter 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.

The Contractor shall furnish, place, operate, and maintain 1 PCMS at each end of the project site, as well as any major cross street that may be impacted by the construction, 7 days prior to construction as shown on the Traffic Control Plans or where designated by the Engineer in conformance with the provisions of Section 12-3.12C, "Portable Changeable Message Signs," of the Standard Specifications for the duration of the project or as directed by the Engineer.

Full compensation for furnishing all labor (including flagging costs), materials, tools, equipment and incidentals, for preparing and submitting staging and traffic control 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 including Portable Changeable Message 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-07 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3, "Traffic-Handling Equipment and 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-08 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.

The Contractor shall be responsible for fulfilling, and documenting fulfillment, of all the requirements of the Local Assistance NEPA Environmental Commitment Record (ECR) for the project. (See attachment A)

Prior to construction, the contractor shall submit a plan for fulfilling ECR requirements, including the status of applicable pre-construction requirements, to the County.

Following construction, the contractor shall submit the ECR form identifying all “Specific Actions Taken in comply with the task,” together with any necessary explanation, for endorsement by the County.

The Contractor’s cost to comply with ECR shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

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-09 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
---	---------------------------

SP-10 CLEARING AND GRUBBING

Clearing and Grubbing shall conform to the provision in Section 16, “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, sidewalks, curbs, gutters, ramps, paving, AC dike, and slabs above ground, trees, stumps, roots, tree trimming, orchard and landscaping irrigation pipes, valves and hose bibs, existing striping and pavement markings, shall be demolished and removed as part of the work included under clearing and grubbing.

This contract does not include a contract pay item for clearing and grubbing as specified above. Full compensation for performing all work associated with “Clearing and Grubbing” shall be considered as

included in the contract price paid for the various items of work, and no additional compensation will be allowed.

REMOVAL OF TRAFFIC STRIPES AND PAVEMENT MARKINGS

Removal of traffic stripes and markings shall conform to the provision in Section 15-2.02C, "Remove Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

Full compensation for performing all work associated with "Removal of traffic stripes and pavement markings" shall be considered as included in the contract price paid for the various items of work, and no additional compensation will be allowed.

SP-11 DIG-OUTS (LOCALIZED PAVEMENT REMOVALS AND REPLACEMENTS)

Dig outs shall be performed at the locations and sizes as directed by the Engineer prior to rapid setting slurry surfacing. Depth of the Dig outs shall be 12 inches in depth and restored with $\frac{3}{4}$ inch Hot Mix Asphalt Type A (HMA lift not to exceed .25 ft). Tack coat shall be applied to all edges of the dig outs prior to placing HMA. HMA shall conform to the provisions in "Hot Mix Asphalt" of these Special Provisions. The minimum dig out size shall be greater than 1 square yard with a minimum width of 4', with no maximum size. Contractor shall extend milling and replacement of HMA one (1) foot beyond the marked Dig Out areas for the final lift of pavement for the Dig Out. For compaction, the Contractor shall use a steel drum vibratory roller.

Full compensation for furnishing all labor, materials (including H.M.A.), tools, equipment, and incidentals for all work performed under this section "Dig- Outs" shall be considered as included in the contract unit price paid for **Dig-Outs** and no additional compensation will be allowed.

SP-12 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans prior to rapid setting slurry surfacing.

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 foot. 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 Pavement** and no additional compensation will be allowed.

SP-13 FULL DEPTH RECLAMATION - CEMENT STABILIZATION

DESCRIPTION

Work shall consist of pulverizing existing asphalt concrete, base, and subgrade soil to the specified depths and widths in conformance to the Project Plans and Special Provisions. Add cement and water to the blended material in accordance with the specifications provided below. Compact, fine grade to the grades required, cure and micro-crack the completed cement treated surface, prior to placement of asphalt concrete.

This item shall consist of constructing a mixture of pulverized asphalt concrete, base material and/or subgrade soil, cement, and water in accordance with this specification, and in conformity with the lines, grades, thickness, and typical cross sections shown on the plans. Cement-treated subgrade shall be constructed in a series of parallel lanes such that longitudinal and transverse joints are minimized.

MATERIALS

PORTLAND CEMENT

Portland cement shall be Type II/V conforming to the requirements of Section 201-1.2.1 "Portland Cement" of the Standard Specifications for Public Works Construction - "Greenbook" 2006 Edition. There are no substitutions for Portland cement.

WATER

Water used for mixing or curing shall be reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product. Water shall conform to the provisions in Section 201-1.2.3, "Water," of the "Greenbook". The contractor is responsible for locating and purchasing water utilized in the FDR process.

PULVERIZED MATERIAL

Existing asphalt concrete surfacing shall be pulverized with underlying base materials and/or subgrade soil to the specified depths and widths in conformance to the Project Plans and Special Provisions.

The asphalt concrete surfacing and underlying base/soil materials shall be pulverized such that 95 percent of the material, exclusive of rock and aggregate, will pass a 2-inch sieve. The pulverized materials shall be free of roots, sod, weeds, wood, and construction debris.

SUBMITTALS

The Contractor performing the FDR cement shall conduct a Just-In-Time Training (JITT). The training shall be mandatory and consist of a formal joint training class on the process, required special equipment, placement and compaction methods, and quality control. Construction operations for FDR cement shall not begin until the Contractor's and the Engineer's personnel have completed the JITT. The JITT training class shall be conducted at a location convenient for both the Contractor and the Engineer. The JITT class shall be completed not more than 7 days prior to the start of the FDR process. The class shall be held during normal working hours. The Contractor shall provide a JITT instructor experienced in the construction methods, materials, and test methods associated with construction of FDR cement projects. A copy of the course syllabus, handouts, and presentation material shall be submitted to the Engineer at least 7 days before the day of the training. The Contractor and the Engineer shall mutually agree to the course instructor, course content, and training site.

During the process, the Contractor shall furnish the following information to the Engineer on a daily basis:

- 1) Certified weight tickets of cement delivered to the project location.
- 2) A summary of quantity of FDR cement constructed each day.

CONSTRUCTION METHODS

GENERAL

Prior to beginning any cement treatment, the existing subgrade shall be shaped to conform to the typical sections, lines, and grades as shown on the plans. The Engineer shall check and verify the conformance of the material to the lines, grade, and elevation as shown on the plans, prior to beginning cement treatment.

Trimming and disposal of excess material, if required, will be performed on the intimate mixture of pulverized asphalt concrete, base materials and subgrade soil prior to cement treatment. Excess pulverized material is the surplus that results after trimming and grading the pulverized section to the lines and grades shown on the plans. The subgrade should be trimmed sufficiently low to allow for the

added cement volume, proper material compaction, and subsequent layers of leveling and surface course asphalt concrete overlays.

APPLICATION

Cement shall be applied at a rate in conformance to the project plans based on the in-place dry unit weight of soil and for the depth of subgrade treatment shown on the plans. For estimating purposes, an in-place dry unit weight of soil of 120 pcf should be used as a basis for the application rate.

The cement content shall vary no more than 0.5 percent under and not more than 1.0 percent over the specified cement content (example: tolerance on spread rate of 6.0% is 5.5% to 7.0%). However, the moving average of the rate of cement content tests/inspections shall not be less than the specified cement content. The Engineer reserves the right to increase the rate of application of cement from the specified rate during the progress of construction as necessary to maintain the desired characteristic of the stabilized subgrade. Additional cement and work required above and beyond the specified amount will be paid on a unit price basis.

Cement shall be distributed with a non-pressurized mechanical vane-feed spreader equipped with on-board scales and controls capable of spreading the cement at a prescribed weight per unit area. Cement shall not be spread upon the prepared material more than 2 hours prior to the mixing operation. No traffic other than the mixing equipment shall be allowed to pass over the spread cement until the mixing operation is completed.

MIXING

Mixing of the soil, cement, and water shall be done with a four-wheel drive rotary mixer (CMI RS-650, CAT 500 or equivalent). The mixing machine shall have equipment provisions for introducing water at the time of mixing through a metering device.

The full depth of the treated subgrade shall be mixed a minimum of two times with the approved mixing machine. At least one of the two mixes shall be done while introducing water into the soil through the metering device on the mixer. Water shall be added to the subgrade during mixing to provide a moisture content not less than 1 percentage point below nor more than two percentage points above (-1 to +2 of OMC) the optimum moisture content of the soil-cement mixture (ASTM D 1557) to ensure chemical action of the cement and soil. See Table below.

OPTIMUM MOISTURE CONTENT TABLE

ROAD	% PORTLAND CEMENT	OPTIMUM MOISTURE %	UNIT WEIGHT (lb/ft ³)	FDR DEPTH
HOWARD RD	5	18	104	18"
W HATCH RD	5	7	128	12"
CARPENTER RD	5	7	125	12"

NOTE: Contractor shall procure cores and submit their mix design recommendations to the Resident Engineer prior to FDR.

To ensure a uniformly treated section, any material/soil around manholes, utility risers, valves and adjacent to curbs/gutters or in corners, must have that material/soil pulled out by the contractor, at the depth of treatment, where it is accessible to be mixed with the reagent. After that material is mixed with the reagent, it will be placed back and compacted by the contractor.

COMPACTION

The mixture shall be compacted in one layer. The Contractor shall regulate the sequencing of the cement treatment operations, such that the final compaction of the soil-cement mixture to the specified density will be completed within 2 1/2 hours after the initial application of water during the mixing operation.

Compaction shall be by means of steel drum, pad foot and/or segmented wheel rollers of sufficient capacity to compact the full depth. Areas inaccessible to rollers shall be compacted to the required density by other means satisfactory to the Engineer. The field dry density of the compacted mixture shall be at least 95% percent in the upper 12" and at least 90 percent for the balance of the depth of treatment of the maximum dry density as determined in accordance with ASTM D 1557. Relative compaction may be determined using dry or wet density test methods. Should the cement treated subgrade yield under the weight of the compaction equipment, compaction effort will cease in an effort not to compromise the section; in this case, the maximum achievable field density will be accepted or an alternate remedial plan will be proposed by the Engineer.

FINISHING AND CURING

After the final layer of cement treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical section, and shall be kept moist. The completed section shall then be finished by rolling with a steel drum or other suitable roller approved by the Engineer. However, trimming (cuts only) can be completed within 24 hours of mixing.

The completed cement treated subgrade shall be moist cured or surfaced with a curing seal consisting of SS or CSS grade asphalt emulsion at a rate of 0.12 to 0.20 gallons per square yard of surface until completion of micro-cracking. The cement treated subgrade shall be kept free from heavy traffic during the curing period or until the asphalt concrete surfacing is placed whichever is less, unless otherwise directed by the Engineer. After micro-cracking is complete, subsequent courses can be placed over the section.

MICRO-CRACKING

After the initial 24 hours of the curing period, the finished course shall be tested to determine the stiffness of the layer. The stiffness measurement of the section shall be determined using an approved device, such as the Humboldt Stiffness Gauge (HSG), or equivalent. One test will be made along each 100 ft section of street. The test location shall be marked with paint for later retesting. If the initial HSG readings are in the range of 50 to 60 (MN/m), then micro-cracking of the section course shall begin. If the readings are below the stated range, the section course shall be allowed to cure for an additional 24 hours and stiffness readings obtained at the end of the 24 hour period and prior to the commencement of micro-cracking operations. Micro-cracking of the cement treated subgrade shall be completed within 48 to 72 hours of the final compaction.

Micro-cracking of the section shall be accomplished by a 12 ton steel-wheel vibratory roller, traveling at a speed of approximately 2 mph and vibrating at maximum amplitude (or as directed by the Project Engineer). The section shall have 100% coverage exclusive of the outside 1 foot so as to induce minute cracks in the section. The micro-cracking operations may be terminated when a minimum 40%

reduction in the stiffness of the section is achieved as compared to the initial (pre-cracked) readings. After one pass of the vibratory roller, the stiffness of the section shall be determined. Based on the target total stiffness minimum reduction of 40%, it will be decided if additional passes are required. Additional passes of the steel roller may be required to achieve the desired crack pattern or section modulus as determined by the Project Engineer. The section shall be tested for stiffness after each additional rolling. It is anticipated that the roller will have to make between 1 to 4 passes to achieve the required reduction in stiffness.

CONSTRUCTION JOINTS

Construction joints shall have vertical faces and shall be made in thoroughly compacted material. Additional mixture shall not be placed against the construction joint until the joint has been approved by the Engineer. The face of the cut joint shall be lean and free of deleterious material and shall be kept moist until the placing of the adjacent soil-cement.

REPAIR

If the soil-cement is damaged, it shall be repaired by removing and replacing the entire depth of affected layers in the damaged area. Feathering will not be permitted for repair of low areas.

MEASUREMENT AND PAYMENT

Full compensation for furnishing, transporting and spreading Portland Cement, the pulverization and cement treatment of the existing pavement shall be paid for at the contract unit price per square foot to a minimum depth shown on the plans for **Full Depth Reclamation - Cement Stabilization**; and shall include costs for all pulverizing, and mixing of the existing pavement and underlying materials; for all water; for all spreading, compacting and trimming to the proper grade as shown on the plans and as specified; for all haul away of all excess pulverized material; for all micro-cracking, curing, protection and sealing of the cement treated subgrade; for all stiffness testing and no additional compensation will be allowed.

SP-14 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 (**Excluding any Revised Standard Specifications included in part VI**) 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 approved by the Engineer. Aggregates shall be 3/4 inch grading as specified in Section 39-1.02E, "Aggregate," of the Standard Specifications. A maximum of 15% RAP is allowed.

Perform Hot Mix Asphalt work according to Section 39-3 "Method Construction Process" of the Standard Specifications. Material testing shall be per SC-06, "Control of Materials" of the Special Conditions.

Attention is directed to 39-1.11 "Transporting, Spreading, and Compacting" of the Standard Specifications.

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 39-1.12B "Straightedge" of the Standard Specifications. Section 39-1.12C, "Profilograph" of the Standard Specifications shall not apply. Smoothness that does not

meet the straightedge requirements shall be corrected per 39-1.12D “Smoothness Correction” of the Standard Specifications.

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 HMA overlay, surfacing miscellaneous areas, dikes, various HMA items and Tack Coat, shall be considered as included in the contract unit price paid for **Hot Mix Asphalt Concrete (Type A)**, and no additional compensation will be allowed.

SP-15 RAPID SETTING SLURRY SEAL (TYPE III)

SCOPE

This work shall consist of mixing polymer modified asphalt emulsion, aggregate, mineral filler, set-control additives, and water and spreading the mixture on a surfacing or pavement where shown on the plans, as specified in these special provisions, and as directed by the Engineer. The mix should be capable of being spread in variably thick cross sections (wedges, wheel path depressions, scratch courses and surfaces) which, after curing and initial traffic consolidation, resist deformation throughout the entire design tolerance range of bitumen content and variable thickness to be encountered. Rapid setting slurry shall conform to the provisions of section 37 “Seal Coats” of the State Standards and these Special Provisions except as modified or appended herein.

MATERIALS

The material for rapid setting slurry immediately prior to mixing shall conform to the following requirements:

ASPHALT EMULSION

Asphalt emulsion shall be homogenous and shall be a polymer MSE cationic asphalt emulsion conforming to the requirements of Section 94 “Asphaltic Emulsions” and these Special Provisions. The polymer material shall be milled or blended into the asphalt or blended into the emulsifier solution prior to the emulsification process. The asphalt emulsion manufacturer shall certify that the emulsion contains a minimum of 4% polymer solids based on the mass of asphalt (asphalt residual) within the emulsion. The emulsion, upon standing undisturbed for a period of twenty-four (24) hours, shall show no white or milky colored substance on its surface, and shall be a homogeneous brown color throughout.

The polymer modified quick-setting quick-traffic asphalt emulsion shall conform to the following requirements when tested in accordance with the specified test method.

Tests on Emulsion

Test	Test Method	Requirement
Viscosity SSF @ 25° C	AASHTO T 59	15 - 90 sec
Sieve	AASHTO T 59	0.30 % max
Settlement, 5 days	ASTM D244	5 % max
Storage Stability, 1 day	AASHTO T 59	1 % max
Residue by distillation	California Test 331	62 % min

Tests on Residue

Test	Test Method	Requirement
Penetration @ 25°C	AASHTO T 51	40-90 mm

100 gm, 5 sec.
Softening Point

AASHTO T 53

57°C min

WATER AND ADDITIVES

Water shall be of such quality that the asphalt will not separate from the emulsion before the rapid setting slurry is in place on the pavement. If necessary for workability, a set-control agent that will not adversely affect rapid setting slurry may be used.

MINERAL FILLER

Mineral filler shall be any recognized brand of non-air entrained Portland cement or hydrated lime that is free of lumps. The type and amount of mineral filler needed shall be determined by the laboratory mix design. An increase or decrease of less than one percent may be permitted when the rapid setting slurry is being placed if it is found to be necessary for better consistency or set times.

AGGREGATE

The mineral aggregate used shall be of the type and grade specified for the particular use of the rapid setting slurry. Aggregate shall consist of sound, durable, crushed stone or crushed gravel and approved mineral filler. The material shall be free from vegetable matter and other deleterious substances. Aggregates shall be 100% crushed material with no rounded particles and shall be volcanic in origin. All aggregate shall be free of caked lumps and oversize particles.

The aggregate, prior to the addition of emulsion shall conform to the requirements of this section. If aggregates are blended each component aggregate shall meet the sand equivalency and abrasion resistance and shall be 100% crushed as tested in accordance with California Test 205. The definition of a crushed particle in California Test 205 Section D, is amended to read: "Any particle having 2 or more fresh mechanically fractured faces shall be considered a crushed particle."

The percentage composition by mass of the aggregate shall meet the following grading requirements when tested in conformance with California Test 202:

TYPE III	
Sieve Size	Percentage Passing
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	70 - 90
No. 8 (2.36 mm)	45 - 70
No. 16 (1.18 mm)	28 - 50
No. 30(600 um)	19 - 34
No. 200 (75 um)	5 - 15

Test

Sand Equivalent
Durability Index
Abrasion
Resistance*

Method

ASTM D2419
California Test 229
ASTM C131

Requirement

70 minimum
75 minimum
30% maximum
after 500 revolutions

MIX DESIGN

At least 7 working days before rapid setting slurry placement commences, the Contractor shall submit to the Engineer for approval a laboratory report of tests and a proposed mix design covering the specific materials to be used on the project.

The tests and mix design shall be performed by a laboratory capable of performing the applicable International Slurry Surfacing Association (ISSA) tests. The proposed rapid setting slurry mixture shall conform to the requirements specified when tested in accordance with the following tests:

Test	ISSA Test	Requirement
Wet Cohesion	TB*139 @30 min. (set)	12 kg-cm minimum
	@60 min. (traffic)	20 kg-cm minimum (or near spin)
Excess Asphalt	TB 109	540 g/m[JF1] 2 maximum
Wet Stripping	TB 114	Pass (90% minimum)
Wet Track Abrasion	TB 100 Six day soak	810 g/m[JF2] 2 loss
Displacement	TB 147A	
	Lateral	report
	Specific Gravity after 1000 cycles of 56.8 kg	report
Classification Compatibility	TB 144	(AAA,BAA) 11 grade points Minimum
Mix Time @ 25°C	TB 113	Controllable to 120 seconds minimum

* TB = Technical Bulletin

The original laboratory report shall be signed by the laboratory that performed the tests and mix design and shall show the results of the test on individual materials, comparing their values to those required by the specifications. The report shall clearly show the proportions of aggregate, filler, water (minimum and maximum), set control additive, and asphalt solids content (minimum and maximum) based on the dry mass of aggregate. The laboratory shall also report the quantitative effects of moisture content on the unit mass of the aggregate (bulking effect). Previous laboratory reports covering the same materials may be accepted provided they are made within the previous 12 months. The mix design will further show

recommended changes in cement, water and additive proportions for high temperature weather conditions by reporting proportions of materials required for 60 seconds of mix time with materials heated to 38°C. This 38°C mixing report will not be required for projects requiring night time application or application in cool weather conditions.

All the component materials used in the mix design shall be representative of the materials proposed by the contractor to be used on the project.

Once the proportions of materials to be used are approved by the Engineer, no substitution of other materials will be permitted unless the materials proposed for substitution are first tested and a laboratory report is submitted for the substituted design as specified above. Substituted materials shall not be used until the mix design for those materials is approved by the Engineer.

PROPORTIONING

Aggregate, mineral filler, asphalt emulsion, water, and additives, including set-control agent if used, shall be proportioned by volume utilizing the mix design approved by the Engineer. If more than one kind of aggregate is used, the correct amount of each kind of aggregate to produce the required grading shall be proportioned separately, prior to adding the other materials of the mixture, in a manner that will result in a uniform and homogeneous aggregate blend.

The percentages of each individual material required shall be shown in the laboratory report. Adjustments may be required during the construction, based on field conditions. The component materials shall be within the following limits:

Residual Asphalt	5.5% to 9.5% by dry mass of aggregate
Mineral Filler	0% to 3% by dry mass of aggregate
Additive	As needed
Water	As required to produce proper mix consistency

The completed mixture, after addition of water and any set-control agent, shall be such that the rapid setting slurry mixture has proper workability and (a) will permit a traffic flow without pilot-car-assisted traffic control on the rapid setting slurry within one hour after placement, and (b) will prevent development of bleeding, raveling, separation or other distress within 15 days after placing the rapid setting slurry. However, when ambient temperatures are below 55°F traffic may not be permitted on the rapid setting slurry until it has sufficiently cured. The time for sufficient curing shall be mutually agreed upon between the contractor and the Engineer.

The aggregate shall be proportioned using a belt feeder operated with an adjustable cutoff gate. The height of the gate opening shall be readily determinable. The emulsion shall be proportioned by a positive displacement pump. Any variable rate emulsion pump, if used, shall be calibrated and sealed in its calibrated condition in accordance with the Material Plant Quality Program (MPQP) prior to usage.

The delivery rate of aggregate and emulsion per revolution of the aggregate feeder shall be calibrated at the appropriate gate settings for each mixer-spreader truck used on the project in accordance with MPQP and the requirements of these special provisions.

The aggregate belt feeder shall deliver aggregate to the pugmill with such volumetric consistency that the deviation for any individual aggregate delivery rate check-run shall not exceed 2.0 percent of the mathematical average of three runs of at least 3 tons in duration each. The emulsion pump shall deliver emulsion to the pugmill with such volumetric consistency that the deviation for any individual delivery rate

check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration. The water pump shall deliver water to the pugmill with such volumetric consistency that the deviation for any individual delivery rate check-run shall be within 2.0 percent of the mathematical average of three runs of at least 1135 liters each in duration.

The emulsion storage located immediately before the emulsion pump shall be equipped with a device which will automatically shut down the power to the emulsion pump and aggregate belt feeder when the emulsion level is lowered sufficiently to expose the pump suction line.

The belt delivering the aggregate to the pugmill shall be equipped with a device to monitor the depth of aggregate being delivered to the pugmill. Said device for monitoring depth of aggregate shall automatically shut down the power to the aggregate belt feeder whenever the depth of aggregate is less than the target depth of flow. A second device shall be located where it will monitor movement of the aggregate belt by detecting revolutions of the belt feeder. The device for monitoring no flow or belt movement, as the case may be, shall automatically shut down the power to the aggregate belt when aggregate belt movement is interrupted. This second device will not be required where the aggregate delivery belt is an integral part of its drive chain. To avoid erroneous shutdown by normal fluctuation, a delay of 3 seconds between sensing and shutdown of the operation will be permitted.

EQUIPMENT

The self-propelled mixing machine shall be equipped with a continuous flow pug mill capable of accurately delivering and automatically proportioning the aggregate, emulsified asphalt, water and additives to a double shafted, multi-blade pug mill mixer capable of minimum speeds of 200 revolutions per minute.

Mixer-spreader trucks shall be equipped to proportion emulsion, water, aggregate, and set-control additives by volume.

The rapid setting slurry mixture shall be spread by means of a spreader box conforming to the following requirements:

The spreader box shall be capable of spreading a traffic lane width and shall have strips of flexible rubber belting or similar material on each side of the spreader box and in contact with the pavement to positively prevent loss of rapid setting slurry from the ends of the box. All spreader boxes over 8 feet in application width shall have baffles, reversible motor driven augers, or other suitable means, to insure uniform application on superelevated sections and shoulder slopes. Spreader box skids shall be maintained in such manner as to prevent chatter (wash boarding) in the finished mat.

The spreader box shall have a double strike-off blade design at the rear of the box. The first strike-off blade shall be made of steel or stiff rubber and the second strike-off blade (attached to the first blade) shall be made of a flexible material. Rear flexible strike-off blades shall make close contact with the pavement, and shall be capable of being adjusted to the various crown shapes so as to apply a uniform rapid setting slurry coat. A secondary strike-off blade attached to the rear of the spreader box (located behind the double strike-off blades at the rear of the spreader box) shall be provided and shall be adjustable. It shall be designed and operated such that a uniform texture is achieved in the finished surface of the rapid setting slurry.

Flexible fabric drags attached to the rear of the spreader box shall not be allowed. Strike-off blades (rubber) shall be cleaned or changed daily if problems with cleanliness and longitudinal scouring occur.

PREPARATION

Within the limits of the surface treatment Contractor shall remove any vegetation, all existing thermoplastic striping, thermoplastic legends, raised pavement markers and existing pavement shall be cleaned of all oil, debris, grease spots and weeds with an approved detergent immediately prior to the surfacing operations, the Contractor shall sweep the entire surface with vacuum assisted power brooms.

Before surfacing is to be applied all personnel covers, drain inlet covers, monument covers, and all other utility covers shall be protected from the Contractor's surfacing operations by applying a sheet of plastic, cut to fit, or placing a plastic bag over the exposed facilities or other methods approved by the Engineer.

PLACING

The rapid setting slurry mixture shall be uniformly spread on the existing surfacing within the rate specified.

Rapid setting slurry shall only be placed when the ambient and pavement surface temperature is 50°F minimum and rising. Rapid setting slurry shall not be placed if rain is falling or is imminent or if there is the possibility that the finished product will freeze within 24 hours.

Before placing the rapid setting slurry, the pavement surface shall be cleaned by sweeping, flushing or other means necessary to remove all loose particles of paving, all dirt and all other extraneous material. Rapid setting slurry shall be spread at a rate within the following ranges of pound of dry aggregate per square yard (kilograms of dry aggregate per square meter).

The spread rate for rapid setting slurry (Type III) shall be 30 lbs./SY.

The exact rate will be determined by the Engineer after taking into account the surface demand of the pavement, the size of the largest particles of aggregate and using the specific mass of the aggregate determined in the mix design. The completed spread will be within 10 percent of the rate determined by the mix design.

Longitudinal joints shall correspond with the edges of traffic lanes. The Engineer may permit other patterns of longitudinal joints, if such patterns will not adversely affect the quality of the finished product, as determined by the Engineer.

Building paper shall be placed at transverse joints, over previously placed rapid setting slurry, or other suitable methods, approved by the Engineer, used to avoid double placement of rapid setting slurry. Hand tools shall be available in order to remove spillage. Ridges or bumps in the finished surface shall not be permitted.

The mixture shall be uniform and homogeneous after spreading on the surfacing and shall not show separation of the emulsion and aggregate after setting.

Adequate means shall be provided to protect the rapid setting slurry from damage by traffic until such time that the mixture has cured sufficiently so that the rapid setting slurry will not adhere to and be picked up by the tires of vehicles.

Contractor shall sweep the slurry sealed surface 24 hours after placement without damaging the new surface.

ROLLING

The Rapid Setting Type III Slurry Seal surface shall be rolled after the surfacing coat has cured sufficiently so as not to pick up on the vehicle tires, but not more than 2 hours after placement. The roller shall be five ton (5) self-propelled pneumatic rollers, with tire pressure of 50 psi and a water spray system. The Rapid Setting Type III Slurry Seal -surfacing coat shall be given a minimum of three complete passes with the roller or until the material is compacted with a uniform surface.

MEASUREMENT AND PAYMENT

Full compensation for furnishing all the labor, materials, tools, equipment, incidentals and with all work involved in placing the rapid setting slurry, complete including testing for and furnish mix design, cleaning the surface, furnishing added water and set-control additives, mixing water with asphalt emulsion for coating the pavement, rolling and protecting the rapid setting slurry until it has set, as shown on the plans, and as specified in these special provisions, and as directed by the Engineer. for all work performed under this section "Rapid Setting Slurry Seal (type III)" shall be considered as included in the contract price paid per mixed ton for **Rapid Setting Slurry - Type III (mixed ton)** and no additional compensation will be allowed.

SP-16 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 **Aggregate Base (Shoulder Backing)**, and no additional compensation will be allowed.

SP-17 ADJUST FRAMES AND COVERS AND FRAMES AND GRATES 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 15-2.10, "Adjust," of the Standard Specifications, the plans, 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 Manhole and Water Valve Boxes to Grade** and no additional compensation will be allowed.

SP-18 ADA IMPROVEMENTS AT CURB RAMP

This work shall consist of reconstructing curb ramps in conformance with Section 73, "Concrete Curbs and Sidewalks" of the Standard Specifications

The Contractor shall reconstructed curb ramps in accordance with the plans and these special provisions. Contractor shall furnish and install detectable warning tiles (truncated domes-yellow) pressed into wet concrete to manufacturer recommendations. The Contractor must submit type and size for review and

approval by the Engineer prior to installation. The Contractor also must grind any existing lip at the gutter flow line to create a flush transition to curb ramp with smoothness similar to existing concrete.

All concrete work shall be allowed to cure prior to any adjacent road work.

Full compensation for furnishing all labor, materials, tool, equipment, and incidentals for doing all work involved with ADA improvements at curb ramps in accordance with the plans, specifications and these Special Provisions shall be considered as included in the contract price paid for the **ADA Improvements at 4 Corners Complete** and no additional compensation will be allowed.

SP-19 MONUMENT PRESERVATION

The contractor is responsible for preserving all survey monumentation. If an existing monument must be removed contractor is to contact Stanislaus County Survey Department 209-525-4135 ASAP 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 Survey Department to mark the location for the placement of the monument box and contractor to installing the monument box and lid to finished grade. Stanislaus County Survey Department will then install the monument inside the existing box at a later date

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work performed under this section "Monument Preservation," including removal of existing well for reuse, obtaining new monument boxes from Stanislaus Public Works, HMA or Cement, shall be considered as included in the contract unit price paid for **Monument Preservation** , and no additional compensation will be allowed.

SP-20 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 84-1, "General", and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings", of the Standard Specifications of the California Department of Transportation, 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(ft²)(fc)] metric equivalent [mcd(m²)(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 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.

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.

SP-21 STREET COLORIZED COATING FOR BICYCLE LANES AND PEDESTRIAN AREAS

Street coloring in this project shall be a durable, colorized, slip and skid resistant coating suitable for delineating areas for preferred use of bicycle lanes and pedestrian traffic areas. The products approved on this project are Streetbond CL, Ride-A-Way, Zebraflex or equal.

Materials used for the coating of the asphalt or concrete pavement shall consist of the following:

The product shall be an epoxy-modified polymer coating. It is specifically designed for application on asphalt or concrete pavements to provide a safe, durable, long lasting color and texture to the pavement surface. The coating shall be environmentally safe and meets EPA requirements for Volatile Organic Compounds (VOC). The selected color shall be highly concentrated, high quality, UV stable pigment blend.

The proposed color is “Shamrock Green” for bicycle lanes.

“Shamrock Green”

Hex triplet: #00FF00							
SrgbB (r, g, b): (0, 255, 0)							
HSV (h, s, v): (120°, 100%, 100%)							

The daytime chromaticity coordinates for the color used for bike lanes colored pavement shall be per FHWA requirements:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.266	0.500	0.367	0.500	0.444	0.555

The daytime luminance factor (Y) shall be at least 7, but no more than 35.

The nighttime chromaticity coordinates for the color used for bike lanes colored pavement per FHWA requirements:

1		2		3		4	
x	y	x	y	x	y	x	y
0.230	0.754	0.336	0.540	0.450	0.500	0.479	0.520

The performance properties and requirements of the street coatings shall meet the following:

TABLE 1: Performance Properties of street coating

Characteristics	Test Specification	Measured Result
Durability: Taber Abrasion	ASTM D-4060 <1 day cure, H-10 wheel cycles (dry)	<1.5g/1000
Water Sensitivity	ASTM D570 Water absorption after 9 days Remaining absorption after 1 hour of recovery	<10% <10%
Colour Stability	ASTM G-155 QUV 2,000(CIE units)	Brick Colour $\Delta E < 1.5$
Flexibility: Mandrel Bend	ASTM D522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C	
Chemical Resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	>5000
Adhesion to Asphalt	ASTM D-4541	Substrate failure<
Friction Wet	ASTM E-303 British Pendulum Test	>55
Environmental Sensitivity	EPA 24 ASTM D3960-05 Volatile Organic Compounds	VOC < 150

The street coating shall be supplied and applied by an experienced applicator in accordance with the plans and specifications.

Pavement markings may be removed by water-blasting, as the approved mechanical method. The removal method should, to the fullest extent possible, cause no significant damage to the pavement surface. The engineer shall determine if the removal of the markings is satisfactory for

the application of street coating. Work shall not proceed until this approval is granted.

The asphalt concrete pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, and chemical residue.

Primer is not required for new asphalt pavements, but Primer maybe required on existing asphalt. The contractor shall use primer as need for proper application of the street coating.

The applicator shall apply street coating only when the air temperature is at least 50°F within 8 hours of application of the coating material. There should be no precipitation expected within the 2 hours after the final layer of street coating is dry to touch. Each application of street coating material shall be the same color and shall be allowed to dry completely before applying the next layer.

There will be 4 passes of street coating, thickness is as outlined in the table:

TABLE – COATING THICKNESS

Spray Passes	Thickness (approx)			
	Wet		Dry	
	mm	mil	mm	mil
4	0.87	34.3	0.48	18.9

Minimally, the street coating must be 100% dry before traffic is permitted.

Air Temperature	Relative Humidity	Time to Dry (approx)
60°F	80%	8 hours
80°F	57%	4 hours
120°F	5%	2 hours

Substrate temperature, wind and humidity can affect dry times.

Full compensation for conforming to the requirements of this section and furnishing all labor materials, tools, equipment and related to the installation of street colorized coating for bicycle lanes and pedestrian areas shall be considered as included in the bid price for the item **Pavement marking (Shamrock Green Bicycle Lane Coloring)**, and no additional allowance will be made therefore.

SP-22 Pavement Markers

Pavement Markers shall conform to the provisions in Section 85, “Pavement Markers,” of the Standard Specifications and these Special Provisions.

Blue Fire Hydrant Pavement Markers shall be two-way blue retroreflective (Type BB). See section 3B.11 of the 2014 California Manual on Unified Traffic Control Devices for correct placement of Markers.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work included in furnishing and placing Pavement Markers (excluding Blue Fire Hydrant Pavement Markers) shall be considered as included in the contract unit price paid for Thermoplastic Striping, and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work included in furnishing and placing Blue Fire Hydrant Pavement Markers shall be considered as included in the contract unit price paid for **Blue Fire Hydrant Pavement Markers**, and no additional compensation will be allowed.

SP-23 ROADSIDE SIGNS

Roadside Signs shall conform to the provisions in Section 56, "Signs," of the Standard Specifications and these Special Provisions.

Roadside signs shall be installed at the locations shown on the plans or where designated 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-24 TRAFFIC SIGNAL AND LIGHTING

This work shall include the furnishing of all labor, materials, tools, and equipment to construct and complete in an efficient and workmanlike manner the modification of the traffic signal system in accordance with the approved plans, these specifications, the County Standard Details, and the Standard Specifications and Standard Plans.

Traffic signal installation work is to be performed at the following intersections:

Carpenter Road at Paradise Rd
Carpenter Road at Beverly Dr
Carpenter Road at Robertson Rd

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 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.

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.

STANDARDS, STEEL PEDESTALS, AND POSTS

Section 86-1.02J(2), "Bolted Connection" of the Standard Specifications is amended by adding the following after paragraph five:

All galvanized nuts, used on assemblies with a specified pre-load or torque, shall be lubricated in accordance with the requirements specified for galvanized Grade DH nuts in ASTM Designation: A 563.

Standards, steel pedestals and posts shall have ornamental base covers.

Standards, steel pedestals and posts shall be galvanized.

Contractor to temporarily provide padlocks for service and BBS units during construction. County to provide padlocks at project final.

SERVICE ENCLOSURE

Traffic signal service enclosure shall be installed as shown on the plans. Voltage ratings of the service equipment shall confirm to the service voltages indicated on the plans.

VIDEO DETECTION SYSTEM

Video Detection System shall consist of imaging sensors and processor units and shall be either: Iteris Model Vantage Edge2 Processors with Wide Dynamic Range Camera, Econolite Autoscope Encore MVP Sensor w/integrated processor, or approved equals.

	Iteris	Econolite	Other
Image Sensor	RZ-4 AWDR Cameras	Autoscope ENCORE MVP	Approved Equal
Image Processor	Vantage Edge2 Processors	Sensor w/integrated processor	
Extension Modules	EDGE2-PAK	n/a	
Interface Panel	n/a	Terra Interface Panel	
Communications	EDGE connect	Terra Access Point	
Wire	Siamese type Belden 8281 or equivalent w/ 3#16 conductors	3#18 AWG polyethelene cable	
Other Hardware	Surge Panel	C1 Y-Cable	

If required, phase extension modules shall be approved by the Engineer.

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 10” or larger LCD Color Monitor w/dual BNC video input shall be furnished to the County for use with the approved video detection system.

Video Detection System shall be IP-Addressable, either in the processor, or through the use of an auxiliary accessory.

Video Detection sensor units shall be mounted on signal mast arm 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.

The Base Bid for Video Detection System shall include pre-wiring for all phases of the existing signal system by furnishing and installing cable to the pull box at the base of each pole which a camera would be mounted. A fully functional video detection system shall be furnished and installed for all northbound and southbound approaches at the Carpenter Road intersections at Beverly Dr, Paradise Rd, and Robertson Rd.

The Bid Alternative for Upgrade Video Detection System shall include the abandoning of existing loop detectors in place, and furnishing and installing the additional hardware to complete the video detection system, including, but not limited to, sensors, processors, extension modules, and all wiring and mounting hardware as required by the manufacturer, for existing approaches and phases. This includes the eastbound and westbound approaches at the Carpenter Road intersections at Beverly Dr, Paradise Rd, and Robertson Rd.

CONDUCTORS AND WIRING

Subparagraphs 2, 3, and 4 of the first paragraph of Section 86-2.01C(8), "Conductor and Cable Splices," of the Standard Specifications is deleted.

Splices shall be insulated by "Method B" of Section 86-2.01C(8)(b), "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 THW rated, and shall comply with Section 86-2.01C(8)(b), "Splice Insulation Methods," of the Standard Specifications.

Per City of Modesto Drawing 1802, 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," Section 86-2.01C(2), "Conduit Installation," 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, as specified in the ninth paragraph in Section 86-2.01C(2), "Conduit Installation," of the Standard Specifications.

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 86-2.01C(3), "Installation of Pull Boxes," of the Standard Specifications.

Pull boxes shall be per City of Modesto Drawing 1800 Pull Box #1 at a minimum. Larger sizes shall be installed where required by the National Electrical Code or where shown on the Plans, per City of Modesto Drawing 1801, Pull Box #2.

Existing detector hand holes in pavement reconstruction areas shall be removed and replaced with new detector hand holes in accordance with Revised Standard Plan ES-5D. Hand holes shall be Type A. Pull box lids associated with detector hand holes shall be stamped "Detector." If loop sections are replaced with video detection in pavement reconstruction areas, replacement of detector handhole is unnecessary unless otherwise specified on the plans.

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.

TESTING

The Contractor shall, in the presence of the Engineer, inspect and ensure the signal systems are fully operational prior to commencing any work specified in this section. If the Contractor determines certain aspects of the signal system are not operable, it is the contractor's responsibility to document and report such malfunctions to the engineer. If during the scheduled signal turn on, the engineer determines there are malfunctions not reported in the original inspection, it will be the sole responsibility of the contractor to troubleshoot and repair such malfunctions.

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 existing loop installation utilizing a field loop tester/analyzer. 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.

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 existing traffic signal and new video detection 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

Prior to start of functional testing, the Contractor shall perform the following tests on all circuits, in the presence of the Engineer:

1. Continuity.
2. Grounds.
3. Insulation resistance at 500 V(dc) between the circuit and ground. The insulation resistance must be a minimum of 10 M Ω on circuits, except it must be a minimum of 100 M Ω for inductive loop detector circuits.

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 86-2.01C(12), "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.

SIGNAL FLASH TEST REPORT

Intersection Of: _____ **Date:** _____

Tested By: _____

PHASES	RED	AMBER	GREEN
PHASE 1			
PHASE 2			
PHASE 3			
PHASE 4			
PHASE 5			
PHASE 6			
PHASE 7			
PHASE 8			

PEDESTRIAN PHASES	WALK	DON'T WALK
PHASE 2		
PHASE 4		
PHASE 6		
PHASE 8		

DETECTOR LOOP TEST REPORT

Intersection Of: _____ **Date:** _____

Tested By: _____

LOOP	FREQUENCY NO CALL	FREQUENCY WITH CALL
1I1U		
1I1L		
1I9U		
2I2U		
2I2L		
2I3U		
2I3L		
2I4U		
2I4L		
3I5U		
3I5L		
3I9L		
4I6U		
4I6L		
4I7U		
4I7L		
4I8U		
4I8L		

LOOP	FREQUENCY NO CALL	FREQUENCY WITH CALL
5J1U		
5J1L		
5J9U		
6J2U		
6J2L		
6J3U		
6J3L		
6J4U		
6J4L		
7J5U		
7J5L		
7J9L		
8J6U		
8J6L		
8J7U		
8J7L		
8J8U		
8J8L		

MEASUREMENT AND PAYMENT

Per the requirements of Section 86-1.01C, "Submittals," of the Standard Specifications, the Contractor shall submit to the County a schedule of values for 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.

Base Bid

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the electrical service and battery backup system work required in this section shall be considered as included in the contract lump sum price paid for Metered Service Pedestal and BBS, at the location specified, and no additional compensation will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work required to install video detection and communications in this section shall be considered as included in the contract lump sum price paid for Video Detection System, at the locations specified, and no additional compensation will be allowed.

Bid Alternative

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work required to upgrade video detection in this section shall be considered as included in the contract lump sum price paid for Upgrade Video Detection, at the locations specified, and no additional compensation will be allowed.

ATTACHMENT A

NEPA Environmental Commitment Record

Local Assistance NEPA Environmental Commitment Record

Project Name RSTP Road Resurfacing Program Phase L **Local Agency and Contact Name** Stanislaus County / James DeJong
Federal Aid Number STPL-5938(236) **Local Agency Phone and E-mail** (209)525-4113 / dejongj@stancounty.com

Project Description Stanislaus County (County), in coordination with the California Department of Transportation (Caltrans), proposes a roadway rehabilitation and resurfacing project on three separate road segments within Stanislaus County. All work will take place within County right of way on previously disturbed areas. The purpose of the project is to extend the service life of the facility. It is needed due to areas of pavement failure and deterioration from daily traffic use.
Summer/2017

Approx. Start Date of Construction

Task and Brief Description	Page of ED or CE	Responsible Party	Timing/Phase	Specific Action(s) Taken to Comply with Task	Local Agency Certification of Task Completion		Remarks
					Initial	Date	
Biological Commitments							
If work is to take place between February 15 and September 1, a qualified biologist should perform a pre-construction survey at locations 1 (Howard Rd) and 2 (Hatch Rd) to determine if any active bird nests exist adjacent to the project impact area, if found a buffer will be established in coordination with CDFW	2	Stanislaus County and Contractor	Pre-Construction				
Cultural Resource Commitments							
If cultural materials are discovered during construction, including human remains, do not disturb the resources and immediately stop all work within a 60-foot radius of the discovery and within any nearby area suspected to overlie the discovery. Immediately notify all appropriate parties including the Caltrans District 10 Local Assistance archaeologist, the Local Assistance Engineer (DLAE), and the County Coroner if human remains are found. Do not move cultural materials or take them from the job site. Do not resume work within the discovery area until authorized. Additional protocols for human remains are given in the State Health and Safety Code Section §7050.5 and §5097.98.	2	Stanislaus County and Contractor	Construction				
Hazardous Waste Commitments							
Adhere to all health and safety regulations in accordance with Cal-OSHA and Fed-OSHA guidelines as well as all applicable Caltrans standard		Stanislaus County and Contractor	Construction				

Task and Brief Description	Page of ED or CE	Responsible Party	Timing/Phase	Specific Action(s) Taken to Comply with Task	Local Agency Certification of Task Completion		Remarks
					Initial	Date	
specification for construction that apply, including a lead compliance plan for soil disturbance, striping/marketing handling, and disposal of excavated material.							
Visual/Scenic Commitments							
NONE							
Water Quality Commitments							
NONE							
Air Quality Commitments							
NONE							
Noise Commitments							
NONE							
Traffic Commitments							
NONE							
Other Commitments							
NONE							
Permits							
NONE							

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

PART VII – DRAWINGS & PERMITS

DRAWINGS:

- Sheet 1: Cover Sheet
- Sheet 2: Howard Rd. & Carpenter Rd.
- Sheet 3: Carpenter Rd.
- Sheet 4: W. Hatch Road
- Sheet 5: Paradise & Carpenter Road Intersection ADA Improvements NE & SW Corners
- Sheet 6: Paradise & Carpenter Road Intersection ADA Improvements NW & SE Corners
- Sheet 7: Carpenter Road Striping Plan
- Sheet 8: Carpenter Road Striping Plan
- Sheet 9: Construction Details
- Sheet 10: Striping Plan, Monument Locations & Metered Service Pedestal Replacement

PERMITS:

NONE

**COUNTY OF STANISLAUS
DEPARTMENT OF PUBLIC WORKS**

**PART VIII – STANDARD PLANS LIST, REVISED STANDARD
PLANS, AND REVISED STANDARD SPECIFICATIONS**

STANDARD PLANS LIST

The standard plan sheets applicable to this Agreement include those listed below.

ABBREVIATIONS, LINES, SYMBOLS AND LEGEND

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

Pavement Markers, Traffic Lines, and Pavement Markings

A20A	Pavement Markers and Traffic Lines Typical Details
A20B	Pavement Markers and Traffic Lines Typical Details
A20D	Pavement Markers and Traffic Lines Typical Details
RSP A24A	Pavement Markings - Arrows
A24B	Pavement Markings Arrows and Symbols
RSP A24C	Pavement Markings Symbols and Numerals
A24D	Pavement Markings Words
RSP A24E	Pavement Markings Words, Limit and Yield Lines
RSP A24F	Pavement Markings Crosswalks

CURBS, DRIVEWAYS, DIKES, CURB RAMPS AND ACCESSIBLE PARKING

RSP A87B	Hot Mix Asphalt Dikes
RSP A88A	Curb Ramp Details

TEMPORARY TRAFFIC CONTROL SYSTEMS

RSP T11	Traffic Control System for Lane Closure on Multilane Conventional Highways
RSP T12	Traffic Control System for Half Road Closure on Multilane Conventional Highways and Expressways
RSP T13	Traffic Control System for Lane Closure on Two Lane Conventional Highways

ELECTRICAL SYSTEMS – LEGEND AND ABBREVIATIONS

RSP ES-1A	Electrical Systems (Legend and Abbreviations)
RSP ES-1B	Electrical Systems (Legend and Abbreviations)
RSP ES-1C	Electrical Systems (Legend and Abbreviations)

ELECTRICAL SYSTEMS – SERVICE EQUIPMENT AND WIRING DIAGRAMS

RSP ES-2D Electrical Systems (Service Equipment Enclosure and Typical Wiring Diagram, Type III-A Series)

REVISED STANDARD PLANS

The applicable revised standard plans (RSPs) listed above are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.

REVISED STANDARD SPECIFICATIONS

The revised standard specifications are available for viewing on the Modesto Reprographics webpage at www.modestoplanroom.com.