

County of Humboldt • Department of Public Works
1106 Second Street • Eureka • CA • 95501 • (707) 445-7652



SPECIAL PROVISIONS

NOTICE TO BIDDERS,
PROPOSAL AND CONTRACT

FOR

**MATTOLE ROAD (F3D010) OVER MATTOLE RIVER BRIDGE
No. 04C0263**

**PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055**

290 WORKING DAYS

FOR USE WITH Standard Specifications dated 2023,
Standard Plans dated 2023, Prevailing Wage Rates,
Labor Surcharge and Equipment Rental Rates

BIDS OPEN: FEBRUARY 20, 2024 AT 2:00 PM

County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501

Note: To register as a plan-holder, prospective bidders must email a request to the Department of Public Works Contact Person. Failure to register as a plan-holder with the Department of Public Works may result in a nonresponsive bid.

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Prepared by

**County of Humboldt
Department of Public Works
1106 Second Street
Eureka, CA 95501**

Recommended:

Roadway



Andrew Mitchell
RCE 84094, Expires 9/30/2025

12-08-2023
Date



Structures

Bob Morrison
RSE 3577, Expires 3/31/2025

12-08-2023
Date



Approved:



Tony R. Seghetti
RCE 63174, Expires 09/30/2024

12-08-2023
Date



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STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)
A10H	Legend - Rock

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
A24B	Pavement Markings - Arrows and Symbols
A24D	Pavement Markings - Words
A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62C	Limits of Payment for Excavation and Backfill - Bridge
A62F	Excavation and Backfill - Metal and Plastic Culverts

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73B	Markers
A73C	Delineators, Channelizers and Barricades

MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS

A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
A77M1	Midwest Guardrail System - Standard Hardware
A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details

MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES

A77Q1	Midwest Guardrail System - Typical Layouts for Structure Approach
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MIDWEST GUARDRAIL SYSTEM - CONNECTION DETAILS AND TRANSITION RAILING TO BRIDGE RAILINGS, ABUTMENTS AND WALLS

A77U1	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 1
A77U2	Midwest Guardrail System - Connections to Bridge Railings without Sidewalks Details No. 2
A77U3A	Midwest Guardrail System - Connections to Abutments and Walls

A77U3B	Midwest Guardrail System - Connections to Abutments and Walls
A77U4	Midwest Guardrail System - Transition Railing (Type WB-31)
	DRAINAGE INLETS, PIPE INLETS AND GRATES
D71	Drainage Inlet Markers
D72B	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D72C	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D72F	CIP Drainage Inlet Notes
D72G	CIP Drainage Inlet Tables
D73B	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D73C	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D73F	Precast Drainage Inlet Notes
D73G	Precast Drainage Inlet Tables
D74	Drainage Inlet Details
D75C	Pipe Inlets - Ladder and Trash Rack Details
D77B	Grate Details No. 2
	LANDSCAPE AND EROSION CONTROL
H51	Erosion Control Details - Fiber Roll and Compost Sock
H52	Rolled Erosion Control Product
	TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC
	SCREEN
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T3C	Temporary Barrier System (Cross Bolt)
T3D	Temporary Barrier System (Cross Bolt)
T3E	Temporary Barrier System (Cross Bolt)
	TEMPORARY WATER POLLUTION CONTROL
T51	Temporary Water Pollution Control Details (Temporary Silt Fence)
T53	Temporary Water Pollution Control Details (Temporary Cover)
T56	Temporary Water Pollution Control Details (Temporary Fiber Roll)
T58	Temporary Water Pollution Control Details (Temporary Construction
	Entrance)
T59	Temporary Water Pollution Control Details (Temporary Concrete
	Washout Facility)
	BRIDGE DETAILS
B0-1	Bridge Details
B0-3	Bridge Details
B0-5	Bridge Details
	RETAINING WALLS
B3-5	Retaining Wall Details No. 1
	JOINT SEALS
B6-21	Joint Seals (Maximum Movement Range = 2")
	ROADSIDE SIGNS
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4



COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

Sealed proposals will be received by (and all bids should be mailed or delivered to) the

Department of Public Works
SEALED BID for (Project Name)
County of Humboldt
1106 Second Street
Eureka, California, 95501

until 2:00 PM, **TUESDAY, FEBRUARY 20, 2024**, at which time they will be publicly opened by the Department of Public Works of the County of Humboldt at a public meeting located at the parking lot of the building on 1106 Second Street, Eureka CA, for performing work as follows:

**MATTOLE ROAD (F3D010) OVER MATTOLE RIVER BRIDGE No.
04C0263
PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055**

Bids are required for the entire work as described herein:

The work to be done consists of construction of a two-span composite welded steel plate girder bridge, installation of traffic control systems, construction of temporary detour roadway and bridge, installation of rock slope protection, installation of crash cushions, construction of retaining walls, application of erosion control and planting items, and removal of the temporary detour roadway and bridge. Bidders are advised that the work must be completed within **290 working days**. The Engineer's Estimate for this work is: **\$16,293,000**.

Plans, Special Provisions and Proposal Forms may be viewed at the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501, at area plan centers and on the County's website at: <http://humboldt.gov/Bids.aspx>.

To receive electronic bid documents and to **register as a plan-holder**, prospective bidders must email a request to the following project contact: Department of Public Works Office Assistant, PWEngineering@co.humboldt.ca.us, (707) 445-7377. Failure to register as a plan-holder with Department of Public Works may result in a nonresponsive bid.

Printed copies of the contract documents may be obtained by prospective Bidders upon ADVANCE payment of a non-refundable printing and service charge in the amount of \$17.00. All checks shall be made payable to COUNTY OF HUMBOLDT and should be mailed along with

the request for Plans to the Humboldt County Department of Public Works, 1106 Second Street, Eureka, California, 95501.

Telephone:

(707) 445-7377 Engineering division, questions regarding plans or specs and requests for plans or planholder list

(707) 445-7409 Fax transmissions

Plans and Special Provisions reference the Caltrans Standard Specifications and Standard Plans dated 2023. Provisions that reference federal-aid contracts are applicable.

The successful Bidder shall furnish a Payment Bond and a Performance Bond.

The Contractor shall possess a **CLASS "A"** Contractors License at the time this contract is awarded.

No pre-bid meeting is scheduled for this project.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990. The County of Humboldt affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, will be afforded full opportunity to submit bids in response to this invitation.

For this contract, the County has included a Disadvantaged Business Enterprises (DBE) goal of **21 Percent**. Bidders need not achieve the percentage stated as a condition of award.

For this contract, the number of trainees or apprentices for the Federal training program is **11**.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Humboldt, 1106 2nd Street, Eureka, CA. 95501 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available on the web home page of the Department of Labor at <https://sam.gov/content/wage-determinations> and copies may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to planholders that have purchased bid documents from the Department of Public Works at 1106 Second Street, Eureka, California, 95501. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements of the Department of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay

not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

This project is subject to the "Buy America" provisions of the Surface Transportation Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto.

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.

KATHY HAYES

Clerk of the Board of Supervisors

County of Humboldt, State of California

DATED: _____



COUNTY OF HUMBOLDT
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS
FOR

**MATTOLE ROAD (F3D010) OVER MATTOLE RIVER BRIDGE No.
04C0263
PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055**

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

The work embraced herein shall be done in accordance with the **STANDARD SPECIFICATIONS dated 2023**, and the **STANDARD PLANS dated 2023**, and revisions thereto, of the State of California, Department of Transportation insofar as the same may apply and in accordance with the following special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
047323	California ST-75 Bridge Rail	83

Replace the following definitions in section 1-1.07B with:

DEPARTMENT, DIRECTOR: Humboldt County Department of Public Works.

ENGINEER: The Director of Public Works of Humboldt County or his authorized agent working within the scope of his authority.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The Department makes the following supplemental project information available:

Supplemental Project Information

Means	Description
<p>Available for inspection at the Public Works Office: 1106 2nd Street Eureka, CA 95501 Telephone No.: (707)445-7377</p> <p>And available for inspection at: http://humboldt.gov/Bids.aspx</p>	<ul style="list-style-type: none">• U.S. Army Corps of Engineers Nationwide Permit Pre-Construction Notification (to be replaced by final U.S. Army Corps of Engineers 404 Permit)• California Department of Fish and Wildlife Notification of Lake or Streambed Alteration (to be replaced by final 1600 Permit)• Application for 401 Water Quality Certification (to be replaced by final Regional Water Quality Control Board 401 Water Quality Certification)• Final Foundation Report - Mattole Road Bridge Replacement over Mattole River Bridge No. 04C-0055, dated February 2023 by Crawford and Associates• CEQA Mitigation Monitoring Reporting Plan

Add to section 2-1.06C:

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County or any employee thereof. Items considered public information will be available for review after the bid opening.

Add to section 2-1.12B:

DISADVANTAGED BUSINESS ENTERPRISES (DBE)
(Required Federal Language)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the County shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that at date of bid opening the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and work code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document the verification record by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

All DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.

- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the County components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

B. Contract Assurance

Under 49 CFR 26.13(b):

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

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

C. Prompt Progress Payment

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than **seven days** after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

D. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by County from progress payments due to prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This provision shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by prime contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

Any violation of these provisions of Prompt Progress Payment and Prompt Payment of Withheld Funds to Subcontractors shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

E. Termination and Replacement of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the County's written consent. The prime contractor shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the County. Unless the County's prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the County:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The County stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the County's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
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 or exhibit credit unworthiness.
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. The County determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the County. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the County by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the County and include:
 - One or more above listed justifiable reasons along with supporting documentation.
 - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice.

- The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The County shall respond in writing to Contractor's DBE termination request within 5 business days.

Replacement of DBE Subcontractors

After receiving the County's written authorization of DBE termination request, the Contractor must obtain the County's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the County which must include:
 - a) Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b) The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form
 - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of County's authorization to terminate the DBE. The Contractor may request the County's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements
 - Negotiation efforts with DBEs that reflect why an agreement was not reached
 - If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive

- Copies of each DBE's and non-DBE's price quotes for work identified, as the County may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The County shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the County.

F. Commitment and Utilization

The County's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the County within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the County will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the County.

The County shall request the prime contractor to:

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

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

G. Running Tally of Attainments

For projects awarded on or after March 1, 2020, but before September 1, 2023:

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

For projects that are awarded on or after September 1, 2023:

Exhibit 9-F is no longer required. Instead, by the 15th of the month following the month of any payment(s), the prime contractor must now submit Exhibit 9-P to the Local County administering the contract. If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

H. Commercially Useful Function

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the COUNTY these quarterly evaluations and validations by the 5th of the month for the previous three (3) months of work.

The Contractor must notify the COUNTY immediately if the Contractor believes the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of COUNTY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The COUNTY may deny payment for the noncompliant portion of the work. The COUNTY will ask the Contractor to submit a corrective action plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The COUNTY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

I. Use of Joint Checks

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1). Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Add to section 2-1.33A:

The following table lists the forms that are included in the Proposal Section of these special provisions:

Table of Forms	
Form	Description
Exhibit 12B Part 1	List of Subcontractors (DBE & Non DBE)
Exhibit 12B Part 2	List of Subcontractors (DBE & Non DBE)
Exhibit 15G	DBE Commitment
Exhibit 15H	DBE Good Faith Effort

Add to section 2-1.34:

The form "Bidder's Bond" can be found following the signature page of the Proposal.

Add to section 2-1.43:

BID OPENING (Required Federal Language)

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

Add to section 2-1.50:

BID RIGGING (Required Federal Language)

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.

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3 CONTRACT AWARD AND EXECUTION

Replace the 1st paragraph in section 3-1.04 with:

Bid Protest. Any bid protest must be in writing and must be received by the Department Director at 1106 Second Street, Eureka, CA, 95501 (Fax: (707) 445-7409), before 5:00 p.m. no later than three (3) working days following bid opening (the "Bid Protest Deadline") and must comply with the following requirements:

1. Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

2. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.
3. A copy of the protest and all supporting documents must also be transmitted by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.
4. The protested bidder may submit a written response to the protest, provided the response is received by the Department Director before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.
5. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings. Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

Any addenda or bulletins issued during the time of bidding, or forming a part of the documents issued to the Bidder for the preparation of his bid, shall be covered in the bid, and shall become a part of the Agreement.

No person, firm or corporation shall be allowed to make or file, or be interested in, more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation who has submitted a subproposal to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders.

Replace the 2nd paragraph in section 3-1.04 with:

CONTRACT AWARD (Required Federal Language)

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

Replace section 3-1.05:

The successful Bidder, simultaneously with the execution of the Agreement, will be required to furnish a **Payment Bond** in an amount equal to **one hundred (100%) percent** of the contract price, and a faithful **Performance Bond** in an amount equal to **one hundred (100%)** of the contract price; said Bonds shall be secured from a surety company satisfactory to the Humboldt County Board of Supervisors. The Payment Bond shall comply with Section 3248 of the Civil Code of the State of California. The Payment Bond and the faithful Performance Bond shall each be in a form which is satisfactory to the County Counsel of the County of Humboldt. A copy of

an acceptable format is attached to the Agreement forms included in the proposal section of these specifications.

Replace section 3-1.06 with:

CONTRACTOR LICENSE (Required Federal Language)

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

Replace section 3-1.07 with:

- I. THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurance, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- II. Without limiting Contractor's indemnification provided herein, Contractor shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Contractor, its agents, employees or subcontractors:
 - A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$2,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
 - (1) The County, its officers, employees and agents, are covered as additional insured for liability arising out of the operations performed by or on behalf of Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the County, its officers, agents, and employees.
 - (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to County by certified mail.
 - (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 - (4) For claims related to this project, the Contractor's insurance is primary coverage to the County, and any insurance or self-insurance programs maintained by the County are excess to Contractor's insurance and will not be called upon to contribute with it.

- (5) Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to County, its officers, employees, and agents.

- B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to County by certified mail.

- C. Workers' Compensation insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against County, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.

- D. Contractor shall furnish County with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by County. The endorsements shall be on forms as approved by the County's Risk Manager or County Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by County. If Contractor does not keep all required policies in full force and effect, County may, in addition to other remedies under this Agreement, take out the necessary insurance, and Contractor agrees to pay the cost of said insurance.

The County may elect to treat a failure to maintain the requisite insurances as a breach of contract/agreement and terminate the contract/agreement as provided herein.

- III. Contractor shall indemnify and hold harmless County and its Board, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission by the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the County.

Replace the 2nd and 3rd paragraph in section 3-1.18 with:

The form of Agreement which the successful Bidder, as Contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement and bonds will be executed in duplicate. The signed agreements and bonds together with the required insurance certificates are to be returned by the successful bidder within **7 days**, not including Sundays and legal holidays, after the bidder has received the contract for execution.

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4 SCOPE OF WORK

Add to section 4-1.06:

CHANGED CONDITIONS (Required Federal Language)

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers . Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE 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 day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit within 10 days of Contract acceptance. The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

5-1.13B(2) Disadvantaged Business Enterprises

5-1.13B(2)(a) General

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

5-1.13B(2)(b) Commercially Useful Function

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and

your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

5-1.13B(2)(c) Termination

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:

- 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
- 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
- 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(2)(d) Replacement

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
 - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
 - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - 1.2.1. Quote for bid item work and description of work to be performed
 - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract

1.2.3. Revised Subcontracting Request form

2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
 - 2.2. Solicitations of DBEs for performance of work identified in 2.1
 - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
 - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
 - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
 - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
 - 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

5-1.13B(3) Use of Joint Checks

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

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

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

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

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

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

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

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

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

Add to section 5-1.36C:

The Contractor's attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workmen and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm (6 inches) in diameter or pipelines operating at pressures greater than 415 kPa (60 psi) gauge; underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths.

Per Govt Code § 4216 et seq., 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 pipeline, conduit, duct, wire or other structure. Regional notification centers include but are not limited to the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

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6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

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

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

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

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

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

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

6-1.03B(3) Analytical Test Results

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

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

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit

5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

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

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

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

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

Minimum Number of Samples and Analytical Tests for Local Material

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

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

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

The analytical test results must demonstrate that the local material:

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

6-1.03C Local Material Management

Do not place local material until authorized.

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

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

Replace section 6-1.04 with:

6-1.04 BUY AMERICA

6-1.04A General

Buy America requirements do not apply to the following:

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

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

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

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

6-1.04C Steel and Iron Materials

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

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

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

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

6-1.04D Manufactured Products

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

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

6-1.04E Construction Materials

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

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1. Polyvinylchloride
 - 2.2. Composite building materials

3. Glass
4. Fiber optic cable including drop cable
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer’s certificate of compliance must identify where the construction material was manufactured and attest specifically to compliance with its 2 CFR 184.6 standard.

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

Replace the 4th paragraph in section 6-2.01 with:

QUALITY ASSURANCE (Required Federal Language)

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

The County may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02K(1):

7-1.02K(1) Labor Code 1725.5

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.

Add to section 7-1.02K(2) paragraph 2:

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Humboldt County

Department of Public Works, 1106 Second Street, Eureka CA 95501. These wage rates are not included in the Special Provision, Notice to Bidder's, Proposal and Contract Book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

FEDERAL WAGE RATES

The predetermined federal wages are derived from the Davis-Bacon Act of 1931 and are prescribed by 23 USC 113. The Federal Wage Rates are available directly from the Department of Labor at: <https://sam.gov/content/wage-determinations>. The user is given a choice between entering in the determination number example: "CA2008004" or selecting the criteria State/County/Construction Type/WD number (WD number not needed). Select California/Humboldt/Highway, respectively. Copies of the Federal Wage Rates will also be available at:

Information Office
County of Humboldt, Department of Public Works
1106 Second Street
Eureka, CA 95501

Federal Wage Rates are not required to be physically included in this Bid Package. However, the federal wage rates as revised by addendums, if such addendums are issued, are included in the Agreement signed by the County of Humboldt and the Contractor.

Add to section 7-1.02L(1):

Public Contract Code, Sec. 7106 (Noncollusion)

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

Replace section 7-1.02M(3) with:

Material from mining operations furnished for this project shall only come from sites in compliance with the Surface Mining and Reclamation Act of 1975 (SMARA) or sites not subject to SMARA. Contractor shall provide County with documentation establishing compliance with SMARA or exemption from SMARA.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in section 4-1.04, "Use of Materials Found on the Job Site," of the Standard Specifications.

Delete the 24th paragraph of section 7-1.04.

Replace section 7-1.10 Reserved with:

PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES (Required Federal Language)

In response to significant national security concerns, the County shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the County administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

Add to section 7-1.11A:

TITLE VI ASSURANCES (Required Federal Language)

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.

APPENDIX A

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 recipient 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 recipient 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 recipient 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 recipient 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 recipient 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.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed

thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee,

lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D
CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED
UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

Federal lobbying restrictions imposed by Section 1352, Title 31, United States Code, is included in section 7-1.11B(XI).

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

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

Replace section 7-1.11B with:

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

FHWA-1273 -- Revised October 23, 2023

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

referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not

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

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

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

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies

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

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

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

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

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

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

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

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

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

meetings will be conducted by the EEO Officer or other knowledgeable company official.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such

information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

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

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

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

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

10. Assurances Required:

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

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

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the

views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

payment, advance, or guarantee of funds until such violations have ceased.

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform

when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

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

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

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

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor,

or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

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

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

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or

misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification

Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

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

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

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies

have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31

U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on

which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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

Replace section 7-1.11C with:

FEMALE AND MINORITY GOALS (Required Federal Language)

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

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey 7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo 7400 San Jose, CA CA Santa Clara, CA 7485 Santa Cruz, CA CA Santa Cruz 7500 Santa Rosa CA Sonoma 8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	28.9 25.6 19.6 14.9 9.1 17.1 23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1

	2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

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

Replace section 7-1.11D Training with:

FEDERAL TRAINEE PROGRAM (Required Federal Language)

For the Federal training program, the number of trainees or apprentices is **11 (eleven)**.

This section applies if a number of trainees or apprentices is shown on the Notice to Bidders.

As part of the prime contractor's equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of the prime contractor's needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, the prime contractor shall submit to the County of Humboldt:

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

The prime contractor shall obtain the County of Humboldt approval for this submitted information before the prime contractor starts work. The County of Humboldt credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeyman status. The prime contractor shall make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area and show that they have made the efforts. In making these efforts, the prime contractor shall not discriminate against any applicant for training.

The prime contractor shall not employ as an apprentice or trainee an employee:

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

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

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

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

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators,

and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Humboldt of reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

1. Copy of the raining plan approved by the U.S, Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.



8 PROSECUTION AND PROGRESS

Replace section 8-1.04B, paragraph 1&2:

BEGINNING OF WORK (Required Federal Language)

The Contractor shall begin work within fifty-five calendar days after the contract has been executed by the Board of Supervisors of the County of Humboldt, provided he has received a written "Notice to Proceed" from the Engineer in accordance with Section 4 of the contract Agreement.

Replace section 8-1.04C with:

8-1.04C Delayed Start

Section 8-1.04B does not apply.

Start job site activities within 55 days after receiving notice that the Contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department.

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

1. Contractor-supplied biologist
2. Biological resource information program
3. CPM baseline schedule
4. SWPPP
5. Notification of DRA or DRB nominee and disclosure statement
6. Contingency plan for opening closures to traffic

If the submittals for Contractor-supplied biologist and biological resource information program are authorized, you may enter the job site only to measure controlling field dimensions and locate utilities. Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used form.
2. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
3. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

You may start job site activities before the 55th day after Contract approval if you:

1. Obtain specified authorization or acceptance for each submittal before the 55th day
2. Receive authorization to start

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

Replace section 8-1.05, paragraph 2:

TIME OF COMPLETION (Required Federal Language)

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

290 WORKING DAYS

Tabulation of working days shall begin on the fifty-fifth calendar day after execution of the contract by the Board of Supervisors of the County of Humboldt. If said fifty-fifth calendar day falls on a Saturday, Sunday, or legal Holiday, then the first working day for beginning tabulation will be the first working day prior to said Saturday, Sunday or Holiday.

Replace section 8-1.10A, paragraph 1:

The County of Humboldt specifies liquidated damages (Pub. Cont. Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance

Neither the Contract, nor any moneys due or to become due under the Contract, may be assigned by the Contractor without the prior consent of the Contractor's surety or sureties, unless such surety or sureties have waived their right to notice of assignment. The performance of the Contract may not be assigned without prior written consent of the County of Humboldt.

Add to section 8-1.10A:

LIQUIDATED DAMAGES (Required Federal Language)

The Contractor shall pay to the County of Humboldt the sum of **\$9,500** per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

^^

9 PAYMENT

Replace section 9-1.16F with:

**PROMPT PAYMENT FROM THE COUNTY TO THE CONTRACTORS
(Required Federal Language)**

A. From the County to the Contractors

The County shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the County fails to pay promptly, the County shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the County shall act in accordance with both of the following:

1. The County shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The County must return any payment request deemed improper by the County to the pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. From the County to the Contractors

For projects awarded on or after September 1, 2023:

The Contractor must submit Exhibit 9-P to the County administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report “no payments were made to subs this month” and write this visibly and legibly on Exhibit 9-P.

The County must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The County must email a copy of Exhibit 9-P to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from the Contractor.

Replace section 9-1.17B:

After Contract acceptance by the Board of Supervisors of the County of Humboldt, the Department pays you based on the Engineer-prepared estimate that includes retention, withholds and the balance due after deduction of previous payments.

Replace sections 9-1.17(D) through 9-1.22, with the following:

FINAL PAYMENT AND CLAIMS

9-1.17D Final Payment and Claims

9-1.17D(1)

Sections 9-1.17D through 9-1.22 of the Standard Specifications shall be replaced with the following provisions as required by California Public Contract Code Section 9204 .

9-1.17D(2)

For purposes of this section:

1. “Claim” means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - 1.1 A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
 - 1.2 Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - 1.3 Payment of an amount that is disputed by the public entity.
2. “Contractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
3. “Public entity” means, without limitation, except as provided herein, a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision,

public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency. However, the term “public entity” shall not include any of the following:

- 3.1 The Department of Water Resources as to any project under the jurisdiction of that department.
 - 3.2 The Department of Transportation as to any project under the jurisdiction of that department.
 - 3.3 The Department of Parks and Recreation as to any project under the jurisdiction of that department.
 - 3.4 The Department of Correction and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with section 7000) of Title 7 of Part 3 of the California Penal Code.
 - 3.5 The Military Department as to any project under the jurisdiction of that department.
 - 3.6 The Department of General Services as to all other projects.
 - 3.7 The High-Speed Rail Authority.
4. “Public works project” means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 5. “subcontractor” means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the California Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

9-1.17D(3)(a)

Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

9-1.17D(3)(b)

The claimant shall furnish reasonable documentation to support the claim.

9-1.17D(3)(c)

If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

9-1.17D(3)(d)

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

9-1.17D(4)(a)

If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

9-1.17D(4)(b)

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

9-1.17D(4)(c)

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

9-1.17D(4)(d)

Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

9-1.17D(4)(e)

This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

9-1.17D(5)

Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-3.10C:

Install warning lights on barricades at locations shown.

Replace section 12-3.20 with:

12-3.20 TEMPORARY BARRIER SYSTEMS

12-3.20A General

12-3.20A(1) Summary

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

Temporary barrier system consists of:

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

12-3.20A(2) Definitions

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

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

12-3.20A(3) Submittals

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

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

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

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

12-3.20A(4) Quality Assurance

12-3.20A(4)(a) General

Temporary barrier systems must comply with MASH Test Level 3 except for Type K temporary railing. Except for Type K temporary railing and temporary concrete barrier with cross bolt, temporary barrier systems must:

1. Be on the Authorized Materials List for highway safety features
2. Comply with the manufacturer's drawings shown on the Department's Division of Safety Programs website and the manufacturer's installation instructions

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

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

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

Temporary concrete barrier segments must:

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

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

Concrete QC Tests

Quality characteristic	Test method	Minimum testing frequency
Compressive strength	ASTM C172/C172M, ASTM C31/C31M, and ASTM C39/C39M	Once per 300 cu yd of concrete cast, or every day of casting, whichever is more frequent
Slump	ASTM C143/C143M	
Temperature at time of mixing	ASTM C1064/C1064M	
Density	ASTM C138	Once per 600 cu yd of concrete cast or every 7 days of batching, whichever is more frequent

Air content	ASTM C231/C231M or ASTM C173/C173M	If concrete is air entrained, once for each set of cylinders, and when conditions warrant
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A daily production log of PC activities must be maintained under section 90-4.01C(4).

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

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

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

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

12-3.20B Materials

12-3.20B(1) General

Temporary barrier segment must:

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

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

12-3.20B(2) Temporary Concrete Barriers

12-3.20B(2)(a) General

Temporary concrete barrier segment must:

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

Segment connection hardware must be one of the following:

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

Steel bar loops must comply with ASTM A36/A36M.

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

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

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

Cross bolt hardware includes:

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

Cross bolts must:

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

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

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

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

Anchor hardware must include:

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

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

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

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

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

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

Precast Barrier Tolerance

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

Stakes must:

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

Anchor bolts must:

1. Be a threaded rod, 1-1/8-inch-diameter-by-10-1/2-inch-long
2. Comply with ASTM 307
3. Include a nut complying with ASTM A563

4. Include a plate washer:
 - 4.1. 1/2-by-3-1/2-by3-1/2-inch with a 1-1/4-inch diameter hole in the center
 - 4.2. Complying with ASTM A36/A36M
 - 4.3. Galvanized post fabrication under section 75-1.02B

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

Anchor bolts must:

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

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

12-3.20B(3) Temporary Steel Barriers

Temporary steel barriers segment must:

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

12-3.20B(4)–12-3.20B(9) Reserved

12-3.20B(10) Temporary Terminal Sections

Reserved

12-3.20C Construction

12-3.20C(1) General

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

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

Minimum Clear Area Width

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

10-foot, 20-foot & 30-foot temporary concrete barrier with cross bolts	Freestanding	1	2	5	5
20-foot Type K temporary railing	Freestanding	2	3	8	7
	2 stakes or 2 anchor bolts per segment traffic side	1	1	3	4
	4 stakes or 4 anchor bolts per segment	N/A	N/A	3	3

^aThe minimum clear area width to a falsework or temporary support footing can be 2 feet less than the clear area width shown. Measure clear area width to the footing edge closest to traffic.

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

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

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

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

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

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

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

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

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

Temporary Barrier System Offset Rate

Posted speed (mph)	Rate ^a
0 to 45	10:1
46 to 60	15:1
61 to 70	20:1

^aRate is longitudinally to transversely with respect to the edge of the traveled way

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

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

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

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

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

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

After removing the temporary barrier systems:

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

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

12-3.20C(2) Temporary Concrete Barriers

12-3.20C(2)(a) General

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

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

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

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

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

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

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

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

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

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

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

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

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

Minimum Curve Radius

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

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

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

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

Excavate and backfill under section 19-3.

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

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

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

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

12-3.20C(3) Temporary Steel Barriers

12-3.20C(3)(a) General

Install temporary barrier system under manufacturer's instructions.

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

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

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

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

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

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

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

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

12-3.20C(4)–12-3.20C(9) Reserved

12-3.20C(10) Temporary Terminal Sections

Reserved

12-3.20D Payment

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

Replace section 12-3.24 with:

12-3.24 ALTERNATIVE TEMPORARY CRASH CUSHION

12-3.24A General

12-3.24A(1) Summary

Section 12-3.24 includes specifications for constructing alternative temporary crash cushion.

Alternative temporary crash cushion includes everything needed to attach it to the barrier, wall, or other system as shown and as approved by the manufacturer.

12-3.24A(2) Definitions

Not Used

12-3.24A(3) Submittals

Submit a certificate of compliance for each alternative temporary crash cushion used.

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

12-3.24A(4) Quality Control

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

12-3.24B Materials

Allowable alternative temporary crash cushion systems are one of the following or a Department-authorized equal and must be MASH compliant meeting Test Level 2 (TL-2) criteria:

1. Absorb M. Absorb M must be manufactured by Barrier Systems, Inc. and must include the connection components.
2. SLED (Sentry Longitudinal Energy Dissipater) End Treatment. SLED must be manufactured by TrafFix Devices Inc. and must include the connection components.

12-3.24C Construction

Use personnel trained by the manufacturer to install the alternative temporary crash cushion.

Install and maintain the alternative temporary crash cushion under the manufacturer's instructions and as described.

The alternative temporary crash cushion must not encroach on the traveled way.

Secure the alternative temporary crash cushion in place before starting an activity requiring an alternative temporary crash cushion.

Maintain the alternative temporary crash cushion in place at each location, including times when work is not actively in progress. You may remove an alternative temporary crash cushion during the work shift for access to the work if the exposed fixed obstacle is 15 feet or more from the nearest lane carrying traffic. Reset the alternative temporary crash cushion before the end of the work shift.

Repair damaged alternative temporary crash cushion immediately. Remove and replace alternative temporary crash cushions damaged beyond repair.

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

Remove temporary alternative crash cushion, including marker panels, when no longer required for the work. Do not install an alternative temporary crash cushion in the permanent work.

12-3.24D Payment

Not Used.

Add to section 12-3.33A(3):

Submit the timing parameters for each portable signal system at least 7 days prior to its use.

Delete the 3rd paragraph of section 12-3.33C.

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

If work vehicles or equipment is parked on the shoulder within 6 feet of a traffic lane, close the shoulder area with fluorescent-orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the traveled way at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Place advance warning signs as specified in section 12-4.02C(8).

Keep a minimum of 1 paved traffic lane at least 10 feet wide open for traffic, except the full width of the traveled way must be open when construction operations are not active or an approved traffic control plan is in place.

Replace the 1st paragraph of section 12-4.02C(7)(a) with:

Control traffic using stationary closures, except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive.

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 15 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way-reversing traffic-control lane closure is 1 mile between flaggers.

For traffic under one-way-reversing traffic control on unpaved areas, the cones shown along the centerline are not required.

Add between the 4th and 5th paragraphs of section 13-2.01C(2)a:

The following RWQCBs will review the authorized SWPPP:

1. North Coast RWQCB Region 1.

Add to the list in the 2nd paragraph of section 13-3.01C(2)(b)(v):

4. TMDL related pollutants

Add to the end of section 13-3.01A:

The Contractor or SWPPP provider shall enter all required data to complete the Notice of Intent (NOI), including reports, changes of information, and Notice of termination with the RWQCB in the Stormwater Multiple Application and Report Tracking System (SMARTS).

Add to the end of section 13-11.01A:

Water quality monitoring applies to all work activities whenever they occur in water.

The receiving water for this project is the Mattole River.

Add between the 4th and 5th paragraphs of section 13-11.01D(2):

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives

Quality characteristic	Test method	Detection limit (min)	Requirement
pH	Field test with a calibrated portable instrument	0.2	Lower NAL = 6.5 Upper NAL = 8.5 And any change greater than 0.5 units from natural background
Turbidity (NTU)	Field test with a calibrated portable instrument	1	20 percent above natural background
Temperature (°F)	Field test with a calibrated portable instrument	1	1 degree above natural background
Dissolved oxygen (mg/L)	Field test with a calibrated portable instrument	1	Must not be reduced below 7 mg/L
Total dissolved solids (mg/L)	Field test with a calibrated portable instrument ^a	1	Greater than 100 mg/L
Specific conductance (μΩ)	Field test with a calibrated portable instrument	0.1	Must not exceed 175 μΩ at 77 °F

^aThe portable instrument must provide an estimate of the total dissolved solids.

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

The creek may have water when the diversion is placed and temporary diversion of water may be needed while constructing a stream diversion. The presence of water (or anticipated presence of water) before construction may not indicate conditions when the work is scheduled.

A diversion will be required for two construction seasons, so plan on removing and installing the system twice, at a minimum.

13-12.01B Definitions

Not Used

13-12.01C Submittals

13-12.01C(1) General

Submit a certificate of compliance for:

1. gravel
2. pipes
3. impermeable plastic membrane

13-12.01C(2) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including SDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
- 10 The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
11. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the coffer dams may occur.
12. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A General

Not Used

13-12.02B Gravel

Gravel must:

1. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
2. Be composed entirely of particles that have no more than 1 fractured face
3. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02C Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02D Gravel-Filled Bags

Not Used

13-12.02E Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02F Rock

Not Used

13-12.02G Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks

4. Meet intake screen regulatory requirements

13-12.02H Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B
2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.02I Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

Construction, use and removal of the TCDS is restricted to the time period from June 15 to October 15. If the work cannot be completed during the initial restricted time period, remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after June 15 of the following year. No work is allowed within the stream except during the restricted time period.

See section 13-12.01A regarding the need for a diversion system for at least two construction seasons.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock or temporary sheeting at outlet of diversion pipe under section 72-4.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream cofferdams if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the cofferdams.

Do not discharge runoff from existing or proposed drainage systems into the dry work area between the cofferdams. Runoff from these systems may be connected to the diversion pipe or conveyed by pipes downstream of the cofferdam.

Prevent leaks in the TCDS. Provide seepage pumps as necessary and keep the work area dry to prevent the creation of sediment-laden water.

Repair holes, rips and voids in the impermeable plastic membrane with commercial-quality waterproof tape. Replace impermeable plastic membrane when patches or repairs compromise the impermeability of the material.

Repair TCDS within 24 hours after the damage occurs.

Prevent debris from entering the TCDS and receiving water.

Remove and immediately replace gravel, gravel-filled bags, impermeable plastic membrane, or plastic pipes contaminated by construction activities.

Remove sediment deposits and debris from the TCDS as needed. If removed sediment is deposited within project limits, it must be stabilized and not subject to erosion by wind or water, under sections 19-1.01 and 19-2.03 B.

13-12.03C Removal

When no longer required, remove all components of TCDS. Return the creek bed and banks to the original condition.

Do not excavate the native creek material. Backfill ground disturbance, including holes and depressions caused by the installation and removal of the TCDS with gravel. Maintain the original line and grade of the creek bed.

13-12.04 PAYMENT

Not Used

^^

14 ENVIRONMENTAL STEWARDSHIP

Add to the end of section 14-1.02:

An ESA exists on this project. [ESA areas will be identified in the field by the contractor-supplied biologist.](#)

Before starting job site activities, install [painted lath \(orange\) at 8-foot spacing](#) to protect the ESA and mark its boundaries.

Access to an ESA other than that described is prohibited.

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

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

Regulated Species

- | |
|--|
| <ol style="list-style-type: none">1. Coho and Chinook Salmon2. Steelhead3. Northern Spotted Owl4. Northern Red-Legged Frog5. Foothill Yellow-Legged Frog6. Western Pond Turtle7. White-Tailed Kite8. Northern Goshawk9. Golden Eagle10. Long-Eared Owl11. Vaux's Swift12. Olive-Sided Flycatcher13. Purple Martin14. Yellow Warbler15. Yellow-Breasted Chat16. Pallid Bat17. Sonoma Red Tree Vole18. Ring-Tailed Cat19. Northern California/Southern Oregon DPS Fisher |
|--|

Add to section 14-6.03B:

Contractor shall notify the County two weeks prior to start of clearing and grubbing activities.

The bird nesting season is from [February 15th through August 31st](#). If vegetation removal or ground disturbance cannot be confined to work during the non-breeding season, the County will have a qualified biologist conduct preconstruction surveys within the vicinity of the impact area, to check for nesting activity of native birds and to evaluate the site for presence of raptors and special-status bird species. The biologist will conduct a preconstruction survey within the seven-day period prior to vegetation

removal and ground-disturbing activities. If ground disturbance and vegetation removal work lapses for seven days or longer during the breeding season, a supplemental avian survey will be required before project work is reinitiated.

If an active nest is found, the biologist will determine the extent of an appropriate construction free buffer zone to be established around the nest and/or operational restrictions in consultation with CDFW. Buffer zones will be delineated with flagging and maintained until the nests have fledged or nesting activity has ceased.

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to bridge no. [04C0055](#). Implement the following protection measures:

1. Install exclusionary material [around piles during installation](#)
2. Provide a Contractor-supplied biologist to relocate the fish if relocation is allowed

Relocate the regulated fish as soon as possible to a location with suitable habitat [as determined by the biologist and approved by the Engineer](#).

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be [0.25](#)-inch stretched mesh.

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed [0.33](#) feet per second.

Add before the 1st paragraph of section 14-6.03C:

14-6.03C(1) General

Add to section 14-6.03C:

14-6.03C(2) Hydroacoustic Monitoring

14-6.03C(2)(a) General

14-6.03C(2)(a)(i) Summary

Section 14-6.03C(2) includes specifications to conduct, calibrate, monitor and report underwater sound measurements using a hydroacoustic system that measures and stores underwater sound levels.

14-6.03C(2)(a)(ii) Submittals

Submit a Hydroacoustic Monitoring Plan (HMP) 4 weeks before pile vibrating activities.

The HMP must:

1. Be prepared by a hydroacoustic monitoring specialist
2. Use the Underwater Noise Monitoring Template found at <https://dot.ca.gov/programs/environmental-analysis/caltrans-biology/biological-studies/hydroacoustics>
3. Include:
 - 3.1 Work to be performed
 - 3.2 Equipment used
 - 3.3 Duration of work
 - 3.4 Noise monitoring procedures
 - 3.6 Contingency plan if control measures are not effective

Allow 7 business days for review.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised HMP within 10 days of receiving the comments. The Department's review resumes when a complete HMP has been resubmitted.

The Engineer will submit the HMP to the permitting agencies for approval.

14-6.03C(2)(b) Quality Assurance

Do not start pile vibrating activities until the HMP is authorized.

14-6.03C(2)(c) Hydroacoustic Monitor

The hydroacoustic monitoring specialist is responsible for the implementation of the HMP.

The hydroacoustic monitoring specialist must:

1. Have at least 5 years of paid, professional experience in the field of hydroacoustic monitoring
2. Be approved by the Engineer

14-6.03C(2)(d) Equipment

Take measurements using hydrophones that have a flat frequency response and are omni-directional over a minimum frequency range of 20 Hz to 20,000 Hz.

The sound level monitoring equipment must:

1. Withstand the marine and construction environment
2. Collect signals into a data-logging device
3. Have the capability to make quality recordings using a digital audio recorder with a minimum sampling rate of 48 kHz (either solid state or tape)
4. Have an accuracy of 1 dB from 20 Hz to 20,000 Hz
5. Have the capability to measure peak sound pressures from 170 dB to 220 dB referenced to 1 micro Pascal (μPa)
6. Measure the unweighted or Z-weighted sound exposure level (SEL) in dB referenced to 1 μPa^2 -second
7. Have the capability to provide a real time readout display of underwater sound levels. The real-time display must provide the unweighted peak sound pressure and SEL
8. Log data during the required measurement event (example: one pile vibrating event or one day)
9. Capture the maximum peak sound pressure levels along with the SEL for each continuous 1 second period

14-6.03C(2)(e) Calibrating

Calibrate the measurement system prior to use in the field each day. An acoustical piston phone and hydrophone coupler must be used along with the manufacturer's calibration certificates.

Calibrate the measurement system in one of two ways:

1. Use an acoustically certified piston phone and hydrophone coupler that fits the hydrophone to directly calibrate the measurement system. The volume correction of the hydrophone coupler using the hydrophone is known so that the piston phone produces a known signal that can be compared against the measurement system response. The response of the measurement system is noted in the field book and applied to all measurements.
2. The procedure described above is used to calibrate a “reference” hydrophone. The reference hydrophone is then replaced with the field hydrophone used to make actual measurements. Both the field and reference hydrophones are required to have manufacturer calibration certifications that include the hydrophone sensitivities. The sensitivity of the field hydrophone will be compared with the sensitivity of the “Reference” hydrophone. The difference between the two hydrophones is the offset that will be applied to the measurements made using the “field” hydrophone. This procedure is used for different model hydrophones that do not fit the piston phone coupler. With this method, the response of the reference system to the calibration tone is noted in the field book along with the calculated “offset.” The calibration is applied to all measurements made using the “field” hydrophone.

Calibrate the sound level meters (SLM) to the calibration tone prior to use in the field. The tone is then measured by the SLM and is recorded on to the beginning of the digital audio recordings that will be used. Check the system calibration status by measuring the calibration tone and recording the tones. The recorded calibration tones are used for subsequent detailed analyses of recorded pile strike sounds.

Ensure that the pile vibrating sounds do not overload the instrumentation and the noise floor of the instrumentation is not set too high for pile vibrating sounds above the 170 dB peak to be measured accurately.

14-6.03C(2)(f) Monitoring

Monitor underwater sound during vibratory pile driving activities. Place the hydrophones in positions from the pile to determine if the sound levels during vibratory pile driving are kept below the thresholds listed in the PLACs. The minimum distance to the pile is 10 meters, when possible, regardless of the distance specified in the PLACs.

Notify the Engineer immediately if the underwater sound produced exceeds the 206 dB peak or the cumulative SEL thresholds at the distances listed in the PLACs.

Additional monitoring may be required.

14-6.03C(2)(g) Data Reporting

Record field notes in water resistance field notebooks. Notebook entries must include:

1. Operator's name
2. Date
3. Time
4. Calibration notes
5. Measurement positions
6. Pile-vibrating information
7. System gain setting

8. The name of the equipment used to make each measurement

Technicians with at least 2 years of experience in the field of hydroacoustic monitoring may perform monitoring duties. Submit the qualifications of each technician performing field monitoring. Technicians must be approved by the Engineer.

Submit hydroacoustic data weekly. Include acoustical information for all piles where measurements were made. Submit the report in summary form showing the maximum and mean levels measured.

Provide annual reports of the results from hydroacoustic monitoring for submittal to the permitting agencies. Submit the reports no later than January 31 of each of the previous construction seasons.

Submit a final hydroacoustic report 30 days after completion of all pile vibrating activities. The final report must include:

1. A brief description, methodology and presentation of results
2. Acoustical information
 - 2.1 Peak
 - 3.2 RMS
 - 3.3 SEL
3. Pile identification
4. Distance from the pile
5. Water depth/measurement depth
6. Pile vibratory driver size

14-6.03C(3) Payment

Not Used

Add to section 14-6.03D(1):

[A qualified fish biologist must be present during vibratory pile driving for temporary shoring and for hydroacoustic monitoring.](#)

Within [30](#) days before starting job site activities, submit protocols for species protection surveys. Use protocols required in the PLACs.

Survey the job site for regulated species and submit a preconstruction survey report within [14](#) days before starting work.

The preconstruction survey report must include one of the following:

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

Submit an initial monitoring report as an informational submittal within [12](#) hours after starting ground-disturbing activities.

Submit a biological resource incident report within [24](#) hours of the incident.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource PLAC

2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit an annual monitoring report no later than January 15 during each year of construction.

The annual monitoring report must include:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Submit a final monitoring report no later than 20 days after completion of the project. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Add after the 1st sentence of the 3rd paragraph of section 14-6.03D(2):

For any work below or directly adjacent to the top of bank between October 16 and June 14 of any year, provide CDFW with a Natural Resources Protection Plan for review and approval at least 30 working days prior to the start of project activities.

Add to section 14-6.03D(2):

The plan shall include, at a minimum, monitoring criteria for potential river level rises that could come in contact with construction activities, as well as thresholds for action, and detailed plans for actions if thresholds are exceeded that illustrate how all equipment, construction material, excavations, and fresh concrete will be removed or protected from coming in contact with the river at least 24 hours in advance of the anticipated event.

Replace section 14-6.03D(3) with:

14-6.03D(3) Biological Resource Information Program

Prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program must include:

1. Identification of the job site, ESAs, and species protection areas
2. Description of the regulated species and its general ecology
3. Description of habitats used by the regulated species and their locations
4. Requirements for protecting regulated species
5. Definition and consequences of take of regulated species
6. Response plan for encounters with the regulated species or a species that looks like one
7. Permit requirements for touching or moving a regulated species
8. Requirements for species protection
9. Description of avoidance and minimization measures
10. Handout materials about the regulated species, its habitats, and species protection measures

A Contractor-supplied biologist must develop the program and present the biological resource training.

Submit an outline of your program within 7 days after Contract approval. If the submittal is rejected, submit a revised outline within 7 days of receiving the rejection.

Allow [15](#) days for the Department's review of your outline of the program.

Notify the Engineer at least 7 days before the 1st training session. Submit an attendance list with the printed and signed name of each attendee within [2](#) business days after each session. Submit a separate attendance list for each subsequent training session for new personnel.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than [30](#) minutes.

Provide a handout that describes the regulated species, their habitats, and protection measures as listed in species protection or in PLACs.

Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

Replace Reserved in section 14-6.06 with:

14-6.06 BAT AND BIRD EXCLUSION DEVICES

14-6.06A General

14-6.06A(1) Summary

Section 14-6.06 includes specifications for exclusion devices to prevent:

1. Roosting of bats.
2. Nesting of migratory birds and nongame birds.

Use exclusion devices at the following locations:

1. [Existing structure and](#) temporary structures required to construct the project
2. Areas identified during the pre-construction survey for nesting of migratory and nongame birds
3. Areas listed in the PLAC.

14-6.06A(2) Definitions

temporary structure: Protective covers, falsework, scaffolding, or similar components required to construct the project

nesting season: The dates the Department anticipates nesting or attempted nesting. Comply with Section 14-6.03B.

day roost: A roost site that bats utilize during daylight hours for resting and pup rearing including abutment joints, span hinge joints, bent joints, bridge cavities, deck drains and any access or openings to cells of box girders. Day roosting occurs April 1 through September 15.

night roost: A roost site bats use during hours of darkness for resting including any portion of a structure or components of that structure.

continuous construction presence: Actual construction activity or personnel presence, or equivalent construction noise of at least 85 dBA hourly average measured from the source to the receptor no fewer than 5 days each week for at least 8 daylight hours per day.

14-6.06A(3) Submittals

Submit an exclusion plan prepared by a qualified biologist to the Engineer. Allow 10 days for review.

Do not start jobsite activities until the plan is authorized.

The exclusion plan must include:

1. Title sheet
2. Table of contents
3. Exclusion devices to be used to exclude bats and nesting birds
4. Location and schedule of exclusion devices
5. Disposal method for partially constructed and unoccupied nests
6. Daily inspection and maintenance schedule
7. Methods of maintenance, including types of adhesive tape and/or sealants for repair, bioacoustic deterrent, and visual deterrent devices
8. PLAC requirements
9. Materials, with consideration of the Department research study described in the Information Handout, Methods for Excluding Cliff Swallows from Nesting on Highway Structures

14-6.06A(4) Quality Assurance

Monitor the effectiveness and maintenance of the exclusion devices as described in the PLAC.

If a nest becomes established during the nesting season:

1. Do not remove the nest.
2. Immediately contact the Engineer for evaluation and discussions of possible actions to avoid disrupting the nesting activity.

14-6.06B Materials

Materials for bird exclusion must be one or a combination of the following:

1. Polytetrafluorethylene (PTFE) sheeting.
2. Acoustical deterrent
3. Visual deterrent
4. Other materials authorized by the engineer.

You may not use devices that include netting.

Material for bat exclusion must be one or a combination of the following:

1. Backer rod
2. Expansion foam
3. Non-toxic foamed concrete (similar to Aircrete, Foamcrete or Cellular Lightweight Concrete)
4. Steel wool
5. Other materials authorized by the engineer

14-6.06C Construction

Install exclusion devices:

1. For temporary structures, at the time of erection.
2. For existing structures:
 - 2.1 Prior to the start of construction.
 - 2.2 During the non-nesting season and non-day roosting time period.
3. To completely block bat and bird access to the bridge or temporary structure, including its exterior girders and overhang.
4. For areas identified during the pre-construction survey for nesting of migratory and nongame birds

A qualified [Contractor-supplied](#) biologist must oversee installation, maintenance and removal of the exclusion device.

During the nesting season, nest removal is not allowed. If attempted nesting occurs during the nesting season, you may remove the nest material prior to the nests becoming one-third complete.

During the non-nesting season, nest removal is allowed.

Clean bat and bird waste or other debris from the contact surfaces of the bridge girders before installing the exclusion devices.

Install bat exclusion devices 2 hours after sunset and when the ambient air temperature is at least 45 degrees Fahrenheit.

Monitor [daily](#) to maintain and repair devices.

Upon completion of the work, remove exclusion devices.

14-6.06D Payment

Not Used

Add to the end of section 14-9.02:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), your demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

The [Contractor must complete and provide an](#) asbestos survey and sampling report for this project [before bridge removal](#). Payment for the asbestos survey and sampling report is included in the payment for the bridge removal.

You must notify the [North Coast United Air Quality Management District \(AQMD\)](#) of your demolition activities even if the activities will not disturb asbestos-containing material.

You may obtain the notification form, submittal instructions, and other information from:

North Coast United AQMD
707 L Street
Eureka, CA 95501
<http://ncauqmd.org/index.php?page=neshaps>

Instead of the 10 days specified at the website, submit a notification form to the [North Coast United AQMD](#) at least 15 days before starting demolition or rehabilitation activities.

Submit a copy of the notification form and the necessary attachments as informational submittals before starting demolition or rehabilitation activities.

If you discover unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.

Notify the [North Coast United AQMD](#) of a change to your demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 business days of the change or discovery.

Replace section 14-11.08 with:

14-11.08 REGULATED MATERIAL CONTAINING AERIALY DEPOSITED LEAD

14-11.08A General

Section 14-11.08 includes specifications for management of regulated material containing ADL. Management of the material includes:

1. Excavating
2. Loading and unloading containers or trucks
3. Stockpiling
4. Transporting
5. Placing
6. Disposal

Manage regulated material containing ADL under the rules and regulations of the following agencies:

1. US Department of Transportation
2. US EPA
3. California Environmental Protection Agency
4. CDPH
5. DTSC
6. Cal/OSHA
7. California Department of Recycling and Recovery
8. California Air Resources Board
9. RWQCB, Region 1, [North Coast](#)
10. [North Coast Unified AQMD](#)

The Department entered into agreement Docket No. ESPO-SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement) regarding the management of regulated material containing ADL. As the responsible entity and the generator of waste, only the Department determines material classification. For the ADL agreement, go to the Caltrans Hazardous Waste Management website.

Regulated material containing ADL is present within the project limits and the ADL Agreement applies. Management of regulated material containing ADL exposes workers to health hazards that must be addressed in your lead compliance plan under section 7-1.02K(6)(j)(ii).

14-11.08B Definitions

average ADL concentration: Average ADL concentration calculated using the 95 percent upper confidence limit.

regulated material: ADL-contaminated material that has average ADL concentrations over 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead tested using the California Waste Extraction Test (CA-WET) or equal to or greater than 5 mg/L soluble lead tested using the Toxicity Characteristic Leaching Procedure (TCLP).

Type Z-3: Regulated material that is a Department-generated federal hazardous waste that must be disposed of at a California Class I disposal facility. This material has average ADL concentrations equal to or greater than 5.0 mg/L soluble lead as tested using the TCLP.

14-11.08C Site Conditions

Concentration data and sample location maps for regulated material are included in the *Information Handout*.

Type Z-3 material exists from the surface to below the existing grade as shown and listed in the following table:

Location	Elements of work	Depth
“M” Sta 13+27.00 5’ Lt	Bridge abutments, RSP, contour grading	1’
“M” Sta 16+87.95 10’ Rt		1’

14-11.08D Submittals

14-11.08D(1) General

Not Used

14-11.08D(2) Perimeter Air Monitoring Requirements

Include perimeter air monitoring under section 14-11.08F as part of your lead compliance plan. Include:

1. Location and type of equipment
2. Sampling frequency
3. Name and address of the laboratory that will perform the analyses

Not Used

14-11.08D(3) Excavation and Transportation Plan

Within 15 days of Contract approval, submit 3 copies of an excavation and transportation plan for regulated material. Allow 7 days for review. If the plan requires revisions, the Department provides comments. Submit a revised plan within 7 days of receiving comments. The Engineer may allow construction to proceed while minor revisions or amendments are being completed.

The excavation and transportation plan must comply with:

1. DTSC regulations
2. ADL Agreement
3. Cal/OSHA regulations

The excavation and transportation plan must include:

1. Procedures for managing the material.
2. Excavation schedule by location and date.
3. Locations for temporary stockpiles.
4. Air monitoring locations.
5. Transportation equipment and routes.
6. Method for preventing spills and tracked material onto public roads.
7. Truck waiting and staging areas.
8. Name and address of the California Class I disposal facility where hazardous waste will be disposed of.

14-11.08D(4) Burial Location Report

Not Used

14-11.08D(5) Bill of Lading

Not Used

14-11.08D(6) Disposal Documentation

Submit documentation from the receiving disposal facility confirming appropriate disposal within 5 business days of transporting Type Z-0, Type Z-2, or Type Z-3 material from the job site.

14-11.08E Dust Control

Prevent visible dust migration under section 14-11.04 during management of regulated material.

14-11.08F Air Monitoring

Conduct perimeter air monitoring at upwind and downwind locations as detailed in the authorized lead compliance plan. Monitor using personal air samplers by the National Institute of Safety and Health Method 7082. Your sampling procedures must achieve a detection limit of 2.6 $\mu\text{g}/\text{m}^3$ of air per day. Under the direction of a CIH, monitor the air daily while clearing and grubbing and performing earthwork activities. Analyze a single representative daily sample for lead and provide results within 24 hours. Analyses must be performed by a laboratory accredited by the Environmental Lead Laboratory-Accreditation Program of the American Industrial Hygiene Association.

Daily lead concentrations must not exceed 2.6 $\mu\text{g}/\text{m}^3$ of air per day. If a daily concentration exceeds 2.6 $\mu\text{g}/\text{m}^3$ of air per day, stop work and modify the work to prevent release of lead. The air monitoring data must be reviewed and signed by the CIH.

14-11.08G Stockpiling

Do not stockpile Type Z-0, Type Z-2, or Type Z-3 material. Transfer Type Z-0, Type Z-2, and Type Z-3 material directly from the excavation to containers or trucks for transportation to the disposal facility.

14-11.08H Placement

Not Used

14-11.08I Surveying Burial Site

Not Used

14-11.08J Material Transportation

Transport excavated Type Z-2 and Type Z-3 material using:

1. Hazardous waste manifest

2. Hazardous waste transporter with a current DTSC registration certificate and CA Highway Patrol (CHP) Basic Inspection of Terminals (BIT) Program documentation with a satisfactory rating.

14-11.08K Disposal

14-11.08K(1) General

Laws and regulations that govern disposal of regulated material include:

1. Health & Safety Code § 25100 et seq
2. 22 CA Code of Regs § 66250 et seq
3. 8 CA Code of Regs

The Department does not pay for additional sampling and analysis required by disposal facilities.

14-11.08K(2) Type Com Material

Not Used

Add to the 1st paragraph in section 14-11.13A:

The existing paint system on bridge no. [04C0055](#) will be disturbed as part of the work activities. The paint system contains [lead](#).

Replace section 14-11.13B(3) with:

14-11.13B(3) Air Monitoring Reports

Air monitoring reports, including test results for samples taken after corrective action, must be prepared by the CIH and submitted:

1. Orally within 48 hours after sampling
2. As an informational submittal within business 5 days after sampling

Air monitoring reports must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile
2. Name and address of the certified laboratory that performed the analyses
3. Chain of custody documentation
4. List of emission control measures in place when air samples were taken
5. Air sample results compared to the appropriate permissible exposure limit (PEL)
6. Corrective action recommended by the CIH to ensure exposure to airborne metals outside containment systems and work areas is within specified limits
7. Signature of the CIH who reviewed the data and made recommendations

Replace section 14-11.13B(4) with:

14-11.13B(4) Soil Sampling Results for Debris Containment Verification

Submit test results of soil analyses verifying debris containment, including results for soil samples taken after corrective action:

1. Orally within 48 hours after sampling
2. Within 5 days after sampling

Soil sampling results must include:

1. Date and location of sample collection, sample number, Contract number, bridge number, name of the structure, and District-County-Route-Post Mile
2. Concentrations of heavy metals expressed in mg/kg and mg/L
3. Name and address of the certified laboratory that performed the analyses
4. Chain-of-custody documentation

Replace section 14-11.13D with:

14-11.13D Work Area Monitoring

14-11.13D(1) General

Monitor the ambient air and soil in and around the work area to verify the effectiveness of the containment system. Work area monitoring includes:

1. Collecting, analyzing, and reporting air and soil test results
2. Recommending corrective action whenever specified air or soil concentrations are exceeded

Collect air and soil samples at locations designated by the Engineer.

14-11.13D(2) Air Monitoring

Air monitoring must be performed under the direction of a CIH.

Collect and analyze air samples to detect lead under the NIOSH Method 7082 using a detection limit of at least $0.05 \mu\text{g}/\text{m}^3$. Collect and analyze air samples to detect other metals under NIOSH Method 7300 using a detection limit of at least 1 percent of the appropriate PEL specified by Cal/OSHA. You may use alternative methods of sampling and analysis with equivalent detection limits.

Concentrations of airborne metals outside containment systems and work areas must not exceed any of the following:

1. Average of $1.5 \mu\text{g}/\text{m}^3$ of air per day and $0.15 \mu\text{g}/\text{m}^3$ per day on a rolling 90-day basis. Calculate the average daily concentrations based on accumulated monitoring data and projections based on monitoring trends for the next 90 days or to the end of the work subject to the lead compliance plan if less than the specified averaging period.
2. 10 percent of the action level specified for lead by 8 CA Code of Regs §1532.1.
3. 10 percent of the appropriate PELs specified for other metals by Cal/OSHA.

Collect air samples daily during work activities that disturb the existing paint system. Air samples must be analyzed within 48 hours by a facility accredited by the Environmental Lead Laboratory Accreditation Program of the American Industrial Hygiene Association. If concentrations of airborne metals exceed allowable levels, modify the containment system or work activities to prevent further release of metals. If the CIH recommends corrective action, collect and analyze additional samples after implementing the corrective action unless ordered otherwise.

14-11.13D(3) Soil Sampling for Debris Containment

Collect 20 soil samples before starting work and collect 20 soil samples within 36 hours after completing steel removal. A soil sample consists of 5 plugs, each 3/4 inch in diameter and 1/2 inch deep, taken at each corner and center of a 1 sq yd area. Analyze soil samples for:

1. Total lead by US EPA Method 6010B or US EPA Method 7000 series
2. Soluble lead by California Waste Extraction Test (CA WET)

The laboratory that analyzes the samples must be certified by the SWRCB's ELAP for all analyses to be performed.

Concentrations of heavy metals in the work area's soil must not increase when the existing paint system is disturbed. If soil sampling shows an increase in the concentrations of heavy metals after completing the work:

1. Clean the affected area
2. Resample until soil sampling and testing shows concentrations of heavy metals less than or equal to the concentrations collected before the start of work

Add to the end of the 1st paragraph of section 14-11.13F:

This waste characterization testing must include:

1. Total [lead](#) by US EPA Method 6010B
2. Soluble [lead](#) by California Waste Extraction Test (CA WET)
3. Soluble [lead](#) by Toxicity Characteristic Leaching Procedure (TCLP)

Add to the beginning of section 14-11.13G(2):

After the Engineer accepts the waste characterization test results, dispose of the debris:

1. Within [90](#) days after accumulating 220 lb of debris
2. At a DTSC-permitted Class I facility located in California

Make all arrangements with the operator of the disposal facility.

If less than 220 lb of hazardous waste is generated in total, dispose of it within [90](#) days after the start of the accumulation of the debris.

Replace section 14-11.14 with:

14-11.14 TREATED WOOD WASTE

14-11.14A General

Section 14-11.14 applies if treated wood waste is shown on the Bid Item List.

Section 14-11.14 includes specifications for handling, storing, transporting, and disposing of treated wood waste. Manage treated wood waste under Health & Safety Code §25230 et seq.

Wood removed from [existing bridge deck, curbs, and rails](#) is treated wood waste.

14-11.14B Submittals

Within 5 business days of disposing of treated wood waste, submit as an informational submittal a copy of each completed shipping record and weight receipt.

14-11.14C Training

Provide training to personnel who handle or may come in contact with treated wood waste. Training must include:

1. Requirements of 8 CA Code of Regs
2. Procedures for identifying and segregating treated wood waste
3. Safe handling practices
4. Requirements of Health & Safety Code §25230 et seq
5. Proper disposal methods

Maintain training records for 3 years after contract acceptance.

14-11.14D Storage of Treated Wood Waste

Store treated wood waste at the jobsite until transport to the CA permitted disposal site.

Until disposal, store treated wood waste using the following methods:

1. Raise the waste on blocks above a foreseeable run-on elevation and protect it from precipitation for no more than 90 days.
2. Place the waste on a containment surface or pad protected from run-on and precipitation for no more than 180 days.
3. Place the waste in water-resistant containers designed for shipping or solid waste collection for no more than 1 year.
4. Place the waste in a storage building as defined in Health & Safety Code §25230 et seq.

Prevent unauthorized access to treated wood waste using a secure enclosure such as a locked chain-link-fenced area or a lockable shipping container located within the job site.

Resize and segregate treated wood waste at a location where debris including sawdust and chips can be contained. Collect and manage the debris as treated wood waste.

Identify treated wood waste and accumulation areas using water-resistant labels that comply with Health & Safety Code §25230 et seq. Labels must include:

1. The words *TREATED WOOD WASTE Do not burn or scavenge*
2. The words *Caltrans District* and the district number
3. The words *Construction Contract* and the contract number
4. District office address
5. Engineer's name, address, and telephone number
6. Contractor's contact name, address, and telephone number
7. Date placed in storage

14-11.14E Transport and Disposal of Treated Wood Waste

Dispose of treated wood waste within:

1. 90 days of generation if stored on blocks
2. 180 days of generation if stored on a containment surface or pad
3. 1 year of generation if stored in a water-resistant container or within 90 days after the container is full, whichever is shorter
4. 1 year of generation if stored in a storage building as defined in Health & Safety Code §25230 et seq

Before transporting treated wood waste, obtain agreement from the receiving facility that it will accept the waste. Protect shipments of the waste from loss and exposure to precipitation. For projects generating 10,000 lb or more of treated wood waste, request a generator's EPA Identification Number from the Engineer at least 5 business days before the 1st shipment. Each shipment must be accompanied by a shipping record such as a bill of lading or invoice that includes:

16 TEMPORARY FACILITIES

Add to the end of section 16-2:

16-2.06 Temporary Gravel Pad

16-2.06A General

16-2.06A(1) Summary

Section 16-2.06 includes specifications for constructing and maintaining and removing temporary gravel pads at the locations indicated in the plans along the north and south banks of the Mattole River for support of (1) temporary detour bridge abutments and (2) support of equipment and falsework at the existing bridge for bridge removal and new bridge construction work.

The installation and removal of temporary gravel pads is restricted to the period from June 15 to October 15.

Gravel pads supporting the temporary detour bridge abutments may remain in place throughout the construction year.

16-2.06A(2) Definitions

Not Used

16-2.06A(3) Submittals

At least 60 days prior to beginning any in-water work of any year, submit a temporary gravel pad plan. The plan must include:

1. Location, dimensions, and material for the temporary pad including methods and materials for holding in place.
2. Description and schedule for placement and removal.
3. Items in PLACS including the CDFW Stream Alteration Agreement.
4. Description of construction methods.
5. Description of maintenance methods for the pads that support the temporary bridge.
6. Calculations for pad lateral shoring (if used) and stability, and vertical load supporting capacity.
7. Source of gravel material.

Submit 4 sets of the plan and calculations for your gravel pads. Plans and calculations must be sealed and signed by an engineer who is registered as a civil or structural engineer in the State.

16-2.06A(4) Quality Assurance

Not Used

16-2.06A(5) Materials

Gravel for the temporary pads shall consist of aggregate base on subgrade enhancement geogrid on Fish Rock as indicated on the plans for the temporary detour road.

16-2.06A(6) Construction

Piling, if used to hold gravel pads in place, must be vibratory driven only. Impact driven piling shall not be used.

Temporary gravel access pad material may be placed by dumping and may be spread in layers by suitable equipment. During Spreading, do not crack the Fish Rock.

Replace section 20-5.06 with:

20-5.06 MONUMENT BOULDER

20-5.06A General

20-5.06A(1) Summary

Section 20-5.06 includes specifications for placing monument boulder.

20-5.06A(2) Definitions

Not Used

20-5.06A(3) Submittals

At least 30 days before delivery to the job site, submit the name, address, and telephone number of the boulder source. Submit digital photographs of the front, back, and side of each boulder.

20-5.06A(4) Quality Assurance

Not Used

20-5.06B Materials

Notify the Engineer at least 5 business days before delivery of the boulder to the job site.

Boulder must:

1. Be clean
2. Have no sharp edges, or cracks
3. Obtained from a single source
4. Not have blast holes

Boulder must comply with the minimum requirements shown in the following table for each axis measurement:

Diameter Requirements	
Diameter (feet)	Quantity
3 to 4	1

Boulder may show surface chipping or scaring if the boulder is placed such that the chipped or scarred areas are not visible.

Anti-graffiti coating must comply with section 78-4.06.

20-5.06C Construction

Mark proposed locations for placement of boulder. Final location and orientation of the boulder must be authorized at least 5 business days prior to installation. Apply anti-graffiti coating to all exposed surfaces of the boulder. Place surplus excavated material throughout the job site under section 19-2.03B. Compact subgrade under the boulder to not less than 90 percent relative compaction.

Place boulder as shown or so that approximately 1/3 of the boulder height is buried below the finished grade. Backfill and tamp remaining soil voids around the boulder until finished grade is level with the surrounding area. If backfill area has settled, refill with additional soil and tamp.

20-5.06D Payment

Not Used

The particle size must comply with the requirements shown in the following table:

Compost Gradation

Quality characteristic	Test method ^a	Requirement	
		Min	Max
Gradation Fine:(dry weight % passing)	TMECC 02.02-B		
1-inch sieve		100	--
3/8-inch sieve		95	--
Gradation Medium:(dry weight % passing)	TMECC 02.02-B		
2-inch sieve		95	--
3/8-inch sieve		40	55
Gradation Coarse:(dry weight % passing)	TMECC 02.02-B		
3-inch sieve		95	--
3/8-inch sieve		25	35

^aTMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The quality characteristics of compost must have the values shown in the following table:

Compost

Quality characteristic	Test method ^a	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6.0–8.0	6.0-8.0
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0-10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25-60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30-100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO ₂ -C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1	Combined total: < 0.1

^a TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

Replace section 21-2.02L with:

21-2.02L Fiber Reinforced Matrix

Fiber reinforced matrix must be a hydraulically applied material composed of bonded fiber by the manufacturer. When applied, fiber reinforced matrix must:

1. Form a lofty, flexible, interlocking blanket
2. Be colored to contrast application area
3. Not stain concrete painted surfaces or HMA
4. Have functional longevity of at least 18 months

Fiber for fiber reinforced matrix must contain at least 80 percent wood fiber and comply with the specifications for fiber in section 21-2.02D, except that at least 50 percent is retained when passed through a no. 25 sieve. Fiber must include mechanical reinforcing fibers.

Tackifier for fiber reinforced matrix must comply with section 21-2.02E and may include seed and fertilizer as shown. Tackifier must:

1. Be bonded to the fiber and prepackaged by the manufacturer
2. Contain a minimum of 10 percent of the combined weight of the dry fiber, activating agents, and additives
3. Be an organic, cross-linked, high viscosity colloidal polysaccharide with activating agents or a blended hydrocolloid-based binder

Fiber Reinforced Matrix must comply with the requirements shown in the following table:

Fiber Reinforced Matrix		
Quality characteristic	Test method	Requirement
Ground Cover (%)	ASTM D6567	95
Organic matter content (min. % dry weight)	ASTM D586	90
Water holding capacity (min. %)	ASTM D7367	1,250
Acute Toxicity	EPA 2021.0	Non-Toxic
Maximum Slope Application (H:V)	Observed	1.0:1.0
Cover Factor (C)	ASTM D6459, D8298, D8298M	≤ 0.01
Minimum Vegetation Establishment (%)	ASTM D7322	600

Replace section 21-2.02M with:

21-2.02M Hydraulic Biotic Growth Medium

Hydraulic biotic growth medium must be a hydraulically-applied material and may also include seed and fertilizer as shown.

HBGM must be non-toxic.

HBGM must be certified weed free under the Department of Food and Agriculture.

HBGM must be a blend of organic and natural fibers with fast-acting soil building and growth components and must be derived and contain three or more of a combination of the following materials:

1. Biochar
2. Humus/Humic Acid

3. Mycorrhizae Fungi
4. Seaweed Extract
5. Trace Elements
6. Growth Stimulators
7. Beneficial Microorganisms
8. Micronutrients
9. Organic Growth Medium

HBGM must comply with the requirements shown in the following table:

Hydraulic Biotic Growth Medium

Quality Characteristic	Observed	Requirement
Color	Observed	Colored to contrast application area, must not stain concrete painted surfaces or HMA
Organic Matter Content (min. %)	ASTM D586	85
Minimum Water Holding Capacity (%)	ASTM D7367	400
Acute Toxicity	ASTM 7101 EPA 2021.0-1	Non-Toxic
Functional Longevity (Days)	Department Approved Testing Method	Grass established in 90 days
C:N Ratio	ASTM E1508	10:1100:1
pH	ASTM D1293	5.0-8.5
Moisture Content (% wet weight)	ASTM 2974	10-50
Minimum Vegetation Establishment (%)	ASTM D7322	400

Add to section 21-2.02P:

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

Replace section 21-2.03L with:

21-2.03L Hydraulic Biotic Growth Medium

21-2.03L(1) General

Apply HBGM in the locations and rate as shown.

Do not apply HBGM within 24 hours of precipitation.

21-2.03L(2) Delivery, Storage, and Handling

Products that are not pre-packaged by the manufacturer will not be accepted.

Prior to application, bags of HBGM must be stored where they are protected from precipitation, construction operations, and temperatures above 100 degrees Fahrenheit and temperatures below 32 degrees Fahrenheit.

Handle HBGM per manufacturer's recommendations.

Clean any spills promptly.

Add to section 21-2.04:

The payment quantity for Hydroseed (Mix 1) and Hydroseed (Mix 2) is the area measured parallel to the ground surface except overlaps and key trenches.

Replace section 21-3 with:

21-3 PERMANENT EROSION CONTROL ESTABLISHMENT WORK

21-3.01 GENERAL

21-3.01A Summary

Section 21-3 includes specifications for performing permanent erosion control establishment work.

Permanent erosion control establishment work consists of weekly inspections of the project site for deficiencies in erosion control features.

The permanent erosion control establishment period starts after permanent erosion control work has been completed.

The Engineer notifies you when the permanent erosion control establishment period starts and furnishes weekly statements regarding the number of working days credited to the permanent erosion control establishment period after the notification.

At the start of the permanent erosion control establishment period you may request relief from maintenance and protection for work items that are not associated with water pollution control and permanent erosion control establishment work.

Working days on which no work is required during the permanent erosion control establishment period are credited as permanent erosion control establishment working days, regardless of whether or not you performed permanent erosion control establishment work.

Working days on which you fail to adequately perform permanent erosion control establishment work as required are not credited as permanent erosion control establishment working days.

Working days that occur after you fail to meet a due date for a Permanent Erosion Control Establishment (PECE) Report submittal will not be credited as permanent erosion control establishment working days.

21-3.01B Definitions

Not Used

21-3.01C Submittals

Submit a Permanent Erosion Control Establishment (PECE) Report form as an informational submittal within 24 hours of completing a weekly inspection and within 24 hours of each qualifying rain event. The WPC manager is responsible for the preparation and submittal of the PECE report. The report must identify any deficiencies that require repair, adjustment, or reapplication of materials, including:

1. Slides
2. Slipouts
3. Surface erosion
4. Damage to:
 - 4.1. Erosion control devices

- 4.2. Water pollution control devices
5. Poor seed germination
6. Poor plant growth
7. Dead or damaged erosion control plant material
8. Misaligned features
9. Required repair work

21-3.01D Quality Assurance

Perform a final inspection of the permanent erosion control establishment work in the presence of the Engineer 20 to 30 days before the anticipated contract acceptance date provided by the Engineer.

21-3.02 MATERIALS

Not Used

21-3.03 CONSTRUCTION

Perform work ordered from the PECE report. This work is change order work.

21-3.04 PAYMENT

Not Used

Add to section 21:

21-4 BIORETENTION SOIL MEDIA

21-4.01 GENERAL

21-4.01A Summary

Section 21-4 includes specifications for excavating and furnishing and applying imported biofiltration soil mix.

21-4.01B Submittals

Submit a certificate of compliance from the soil supplier.

Submit the compost producer's *Compost Technical Data Sheet* including test results and *Seal of Testing Assurance* certificate before mixing compost with sand and soil.

21-4.01C Quality Control and Assurance

Saturated hydraulic conductivity for bioretention soil media must be at least 5 inches per hour.

21-4.02 MATERIALS

21-4.02A General

Bioretention soil media consists of a uniform mixture of sand, compost, and topsoil. The ratio of the components of bioretention soil media by volume must consist of two-parts sand; one-part compost; 0.5-part topsoil.

21-4.02B Sand

Sand must be free of wood, waste, coating such as clay, stone dust, carbonate, or any other deleterious material. All aggregate passing No. 200 sieve size must be non-plastic. Sand must be graded within the following limits:

Replace the table in the 1st paragraph of section 26-1.02C with:

Gravel Base

Sieve sizes	Percentage passing 3/4 inch maximum	
	Operating range	Contract compliance
3/4"	100	100
No. 4	50-78	45-83
No. 8	37-67	32-72
No. 40	13-35	9-39
No. 200	4-15	0-19
Plasticity Index	4-12	-

Add to section 26-1.04:

The payment quantity of aggregate base includes the volume of shoulder backing.

Payment for gravel base includes stockpiling and installation of gravel base material at the beginning of the first construction work season, along with the removal and stockpiling onsite of gravel base material at the end of the first construction work season, the stockpiling and installation of gravel base material at the beginning of the second construction work season, and the removal and disposal offsite of gravel base material at the end of construction.

Add to section 26:

26-2 FISH ROCK

26-2.01 GENERAL

Section 26-2 includes specifications for fish rock.

26-2.02 MATERIALS

Fish rock must consist of 1- to 4-inch-diameter uncrushed, washed (silt free), river-run (rounded) rock (i.e., spawning gravel), following U.S. Fish and Wildlife Service (USFWS) recommendations.

Fish rock must consist of native gravels from the project area’s Mattole River gravel bar to the extent possible.

26-2.03 CONSTRUCTION

Contour and leave materials within the flood-prone channel to augment coarse sediment and fish habitat after construction.

Use clean gravels of a size suitable for spawning salmon to create all vehicle access paths and work pads within the ordinary high-water mark (OHWM) of the stream channel with minimal channel disturbance.

Remove any crushed rock used to surface access paths and work pads but leave the clean spawning-sized gravels in the channel graded to conform to the natural streambed contours at the end of in-water construction.

Super-sacks filled with larger rock, similar to that currently found in the river, would typically be placed in the lower toe portion of the gravel approach pads, if needed, to resist high-velocity river flows. Other slope protection measures, such as concrete K-rails, could also be used to prevent pad toe erosion within the river. The gravel approach pads at both the north bank and Pier 2 would vary in height, with a

maximum height of about 12 feet at Pier 2. For the north bank gravel pad, it is estimated that 15 cubic yards of gravel would be placed below the OHWM elevation (elevation 313 feet msl at the detour area; otherwise, 319.8' feet msl) over an approximate length of 60 feet along the river. For the Pier 2 gravel pad, it is estimated that about 350 cubic yards of gravel would be placed below the OHWM elevation over an approximate length of 160 feet along the river. The material used as fish rock for the temporary features would follow the size criteria identified in the following table:

Size Criteria for Spawning-Sized Gravel - Fish Rock for Constructing the Temporary Detour and Work Pads in the Mattole River

Particle Size (inches)	Percent Passing	Percent Retained
5	95–100	0–5
2	70–85	15–30
1	40–50	50–60
3/4	25–35	65–75
1/2	10–20	80–90
1/4	0–5	95–100

Place gravel base on top of the fish rock with subgrade enhancement geogrid separating the crushed, angular gravels from the fish rock to prevent fish rock from dispersing under heavy equipment.

Within the river floodway, place 12 inches of aggregate base on top of the fish rock.

Approaches and abutments for the detour bridge may be constructed by excavating and grading the existing gravel bar and compacting local gravels using heavy equipment and water; or if deemed necessary to strengthen the detour road base, fish rock fill over subgrade enhancement geogrid with an aggregate base topping would be used.

Double handling of fish rock materials may be required.

26-2.04 PAYMENT

Payment for fish rock includes stockpiling and installation of fish rock material at the beginning of the first construction work season, along with the removal and stockpiling onsite of fish rock material at the end of the first construction work season, the stockpiling and installation of fish rock material at the beginning of the second construction work season, and the removal and disposal offsite of fish rock material at the end of construction.

Add to section 26:

26-3 TEMPORARY AGGREGATE BASE

26-3.01 GENERAL

Section 26-3 includes specifications for temporary aggregate base.

26-3.02 MATERIALS

Aggregate base must comply with Class 2 aggregate base.

Replace Table in Section 39-2.02B(2) with:

Type A HMA Mix Design Requirements

Quality characteristic	Test method	Requirement
Air voids content (%)	AASHTO T 269 ^a	$N_{\text{initial}} > 8.0$ $N_{\text{design}} = 4.0 (\pm 2.0\%)$ ($N_{\text{design}} = 5.0$ for 1-inch aggregate) $N_{\text{max}} > 2.0$
Gyrations compaction (no. of gyrations)	AASHTO T 312	$N_{\text{initial}} = 8$ $N_{\text{design}} = 85.0$ $N_{\text{max}} = 130$
Voids in mineral aggregate (min, %) ^b Gradation: No. 4 3/8-inch 1/2-inch 3/4-inch 1-inch with NMAS = 1-inch with NMAS = 3/4-inch	MS-2 Asphalt Mixture Volumetrics	16.5–19.5 15.5–18.5 14.5–17.5 13.5–16.5 13.5–16.5 14.5–17.5
Dust proportion	MS-2 Asphalt Mixture Volumetrics	0.6–1.3
Hamburg wheel track (min number of passes at 0.55-inch rut depth) Binder grade: PG 58 PG 64 PG 70 PG 76 or higher	AASHTO T 324 (Modified) ^c	10,000 15,000 20,000 25,000

^aCalculate the air voids content of each specimen using AASHTO T 275, Method A, to determine bulk specific gravity. Use AASHTO T 209, Method A, to determine theoretical maximum specific gravity. Use a digital manometer and pycnometer when performing AASHTO T 209.

^bMeasure bulk specific gravity using AASHTO T 275, Method A.

^cTest plant-produced Type A HMA.

Replace "Reserved" in section 48-7 with:

48-7 TEMPORARY SHORING

48-7.01 GENERAL

Design criteria for temporary support shoring and temporary bracing must comply with section 48-3.02B.

Include any temporary embankments and excavation required for the shoring system shown or required as part of your work operations.

You are responsible for designing, constructing and maintaining safe and adequate temporary shoring to support all loads imposed, including traffic loads.

Submit 5 sets of working drawings and one set of calculations for temporary shoring. The working drawings must be signed by an engineer who is registered as a civil engineer in the State of California.

48-7.02 MATERIALS

You must select and provide the material used to construct the temporary shoring.

48-7.03 CONSTRUCTION

Temporary shoring at the temporary bridge location will be installed at the beginning of the first construction work season. Temporary shoring will then need to be removed at the end of the first construction work season. Temporary shoring at the temporary bridge location will then need to be reinstalled at the beginning of the second construction work season. Temporary shoring at the permanent bridge location will be installed at the beginning of the first construction work season and then removed at the end of the first construction work season. No temporary shoring will be required at the permanent bridge location during the second construction work season.

48-7.04 PAYMENT

Not Used

Replace section 48-8 with:

48-8 TEMPORARY BRIDGE

48-8.01 GENERAL

48-8.01A General

48-8.01A(1) Summary

Section 48-8 includes specifications for constructing, maintaining, and removing a minimum 100-foot long, single-span, single-lane, temporary modular bridge superstructure, abutments, and temporary railing, supported on temporary gravel pads at each end. Clear width between railings must be 16-feet 6-inches minimum.

The estimated service duration for the temporary bridge is 4 months during season 1 stage construction and 4 months during season 2 stage construction.

The installation, use, and removal of temporary modular superstructure is restricted to the period of year from June 15 to October 15.

Temporary railing must comply with section 12.

Temporary gravel pads to support the temporary bridge abutments must comply with section 16.

Design abutment footings to carry imposed loads without exceeding estimated gravel pad bearing values or 1" settlement.

Structural steel must comply with section 55

Timber must comply with section 57.

Temporary railing (type K) must comply with section 12-3.20.

Temporary crash cushions must comply with section 12-3.24.

Notify the Engineer at least 30 days before:

1. Opening the temporary bridge to traffic
2. Removing the temporary bridge.

48-8.01A(2) Definitions

Modular Bridge: A temporary prefabricated modular steel panel truss bridge.

48-8.01A(3) Submittals

Not Used

48-8.01A(4) Quality Assurance

Not Used

48-8.01B Materials

Not Used.

48-8.01C Construction

Not Used

48-8.01D Payment

Not Used

48-8.02 MODULAR BRIDGE SUPERSTRUCTURE

48-8.02A General

48-8.02A(1) Summary

Section 48-8.02 includes specifications for designing, erecting, maintaining, and removing a modular bridge superstructure.

Design, erect, maintain, and remove a modular bridge that is safe and adequate in providing the necessary support for the imposed traffic loads.

48-8.02A(2) Definitions

Not Used

48-8.02A(3) Submittals

Not Used

48-8.02A(3)(a) General

Not Used

48-8.02A(3)(b) Shop Drawings

Submit shop drawings with design calculations and independently checked calculations for the modular bridge. Notify the Engineer of the submittal. Include the submittal date and contents of the submittal. Allow 30 days for the review.

Submit 6 copies of the shop drawings and 2 copies of the design calculations for the initial review. After the review, submit 6 copies for final authorization and use during construction.

Shop drawings and design calculations must be sealed and signed by an engineer employed by the modular bridge manufacturer. The engineer must be registered as a civil or structural engineer [in the State of California](#).

The shop drawings must include:

1. Layout drawing of the entire structure, including dimensions, elevations, and alignment.
2. Drawing that identifies the location of any used members to be used in the modular bridge
3. Material designations, shapes, dimensions, and locations of members.
4. Match-marking diagrams
5. Connection details of the modular bridge members
6. Identification of tension members and fracture critical members
7. Connection details of the modular bridge to the temporary substructure, including bearings
8. Connection details of the bridge rail to the modular bridge
9. Connection details of the bridge rail to any temporary railing at the approach to the modular bridge
10. Provisions for protecting existing facilities during the erection and removal of the modular bridge
11. Details of the deck surface, including methods and details for obtaining the specified coefficient of friction
12. Details of the corrosion protection system for the modular bridge

The design calculations must include:

1. Stresses and deflections in load carrying members
2. Summary of computed stresses (1) in members of the modular bridge (2) due to any jacking, erection, or removal activities

Submit independently checked calculations for the modular bridge. The independently checked calculations must be prepared, sealed, and signed by an engineer who is (1) not employed by the modular bridge manufacturer and (2) registered as a civil or structural engineer in the State.

48-8.02A(3)(c) Quality Control Plan

Submit a QC plan for the modular bridge. The QC plan must include:

1. Documentation that the manufacturer is in compliance with section 48-8.02A(4)(a)
2. Manufacturer's pre-service inspection procedures that will be used to identify the materials inspected and the methods used to verify that the materials comply with the specifications
3. Operation and maintenance plan for the modular bridge that includes:
 - 3.1. Required inspection intervals and maintenance inspection criteria
 - 3.2. Procedures for required maintenance
 - 3.3. Checklist to be used for in-service inspection at required intervals
 - 3.4. Methods of reporting on the condition of the modular bridge
 - 3.5. Bolt tensioning values and sequence
 - 3.6. Bolt tensioning schedule
 - 3.7. Methods for determining if bolts or nuts have moved from original match-marks

4. Contingency plan describing corrective measures for any deficiencies, including any unanticipated settlement or deflections
5. Description of the tracking system used to identify each member
6. Names and qualifications of the modular bridge manufacturer's:
 - 6.1. QC representative
 - 6.2. Qualified field representative
 - 6.3. Field engineer

48-8.02A(3)(d) Erection and Removal Plan

Submit an erection and removal plan for the modular bridge. The erection and removal plan must be sealed and signed by a registered civil or structural engineer in the State and must include:

1. Details of erection and removal activities, and schedule for the work
2. Methods, timing and sequences of erection and removal, including equipment to be used
3. Details for the stability of the modular bridge during all stages of erection and removal activities
4. Bolt tensioning values and sequence
5. Methods and details for match-marking bolts and nuts
6. Equipment loads on any existing structures
7. Provisions for complying with Cal/OSHA requirements
8. Names and qualifications of the modular bridge manufacturer's file representative and file engineer that will be present during erection and removal activities
9. Details for restoring the site to its original condition after removal of the modular bridge

48-8.02A(3)(e) Reports

Submit:

1. List of any used materials and where the materials will be incorporated in the modular bridge, on the Notice of Materials to be Used form
2. Certificate of compliance for the members and fabrication of the modular bridge.

All modular bridge members, pins and fasteners must be listed on the Notice of Materials to be Used form.

48-8.02A(3)(f) Reports

48-8.02A(3)(f)(i) General

Not Used

48-8.02A(3)(f)(ii) Welding and Bridge Member Inspection Reports

Submit the welding and bridge member inspection report with 5 business days of your inspection of modular bridge members fabricated or used previously before contract award, the welding and bridge member inspection report must include:

1. Tracking information for each member
2. Description and location of any deficient welds discovered
3. Verification and documentation of the structural integrity of all welds
4. Description and location of any members that are inadequate, show signs of distress, or show signs of previous inelastic deformation
5. Details of any required corrective work

The welding and bridge member inspection report must be prepared and signed by the manufacturer's QC representative. If the QC representative is not a registered engineer, the report must also be reviewed, sealed, and signed by a registered civil or structural engineer.

48-8.02A(3)(f)(iii) Erection and Removal Reports

Submit the daily erection and removal report no later than 2 business days following the day for which the report was prepared.

An erection and removal report must be prepared for each day any erection or removal activities are being performed at the jobsite. The report must describe and document all activities and findings, including:

1. Location and sequence of assembly, erection, or removal work
2. Location and description of bolt tensioning
3. Location and description of any temporary shoring or bracing installed
4. Overall condition of the modular bridge and installation, including any deficiencies that may impact performance
5. Proposed corrective actions or monitoring of any deficiencies

The reports must be (1) prepared and signed by the manufacturer's qualified field representative, and (2) reviewed, sealed and signed by the manufacturer's field engineer.

48-8.02A(4) Quality Assurance

48-8.02A(4)(a) General

The manufacturer of the modular bridge must:

1. Be certified under the AISC Certification program in at least 1 category as a Certified Bridge Fabricator
2. Have successfully produced modular bridges for at least 5 years for projects with similar applications
3. Have a tracking system for identifying each member

48-8.02A(4)(b) Quality Control Meeting

Before submitting your QC and erection and removal plans, hold a meeting to discuss the requirements for the plans. The meeting attendees must include the Engineer, your key personnel, and the manufacturer's QC representative, qualified field representative, and field engineer.

48-8.02A(4)(c) Personnel Qualifications

The manufacturer's QC representative must have at least 3 years of experience erecting, removing, and inspecting modular bridges for projects with similar applications and must be currently certified as an AWS Certified Welding Inspector under AWS QC1.

The manufacturer's qualified field representative must have at least 3 years of experience erecting, removing, and inspecting modular bridges for projects with similar applications.

The manufacturer's field engineer must have experience installing, erecting and removing modular bridges for projects with similar applications, and must be a registered civil or structural engineer in the State.

48-8.02A(4)(d) Quality Control

48-8.02A(4)(d)(i) General

Not Used

48-8.02A(4)(d)(ii) Welding and Bridge Member Inspection

If modular bridge members were fabricated or used previously before contract award, the manufacturer's QC representative must perform visual inspection on each member to:

1. Verify the structural integrity of the welds, including adequate size, condition, and quality
2. Check for inadequate members, including signs of distress or indication of previous inelastic deformation

Findings must be documented in the welding and bridge member inspection report.

48-8.02A(4)(d)(iii) Erection and Removal

Both the manufacturer's qualified field representative and field engineer must be present at the jobsite during all erection and removal activities. The field representative and the engineer must observe, evaluate, and document all the activities.

48-8.02A(4)(d)(iv) Maintenance Inspections

Both the manufacturer's qualified field representative and field engineer must be present at the jobsite to perform the monthly maintenance inspections.

48-8.02A(4)(d)(v) Modular Bridge Members

The Engineer may select samples for testing of modular bridge members. Testing of samples must be performed by an authorized laboratory under the applicable ASTM.

48-8.02A(4)(d)(vi) Department Acceptance

Not Used

48-8.02B MATERIALS

48-8.02B(1) General

Section 6-1.04C does not apply to modular bridge. Steel and iron materials may be melted and manufactured outside of the United States.

Deliver, store, and handle the modular bridge (1) under the manufacturer's written instructions and (2) such that you prevent damage to any bridge members or components.

48-8.02B(2) Design Criteria

The modular bridge must carry any construction vehicular traffic loads required by the construction of the project, special project equipment loads, highway vehicular traffic, and must comply with AAHTO LRFD Bridge Design Specifications with California Amendments and "*Design Criteria for Temporary Prefabricated Modular Steel Panel Truss Bridges*" of Caltrans Structure Technical Policy 17.1. The modular bridge is classified as a standard bridge.

Fatigue truck must be as specified by the AASHTO LRFD BDS Article 3.6.4.1.

For new truss panels, the frequency of the fatigue load must consider anticipated service life, and truck traffic data under the AASHTO LRFD BDS Article 3.4.1.4.2.

For used trusses without previous service data, in infinite fatigue life design requirements as specified in the AASHTO LRFD BDS Article 6.6.1.2.2 must be satisfied.

The design speed limit of the approaching roadway and modular bridge is 10 mph.

The deck of the modular bridge must have a nonskid surface with a coefficient of friction of 0.35 or greater. Bridge railing shall be temporary railing Type K.

The modular bridge must be mechanically connected to the substructure. Mechanical connections must be capable of resisting the lateral design forces while allowing anticipated expansion and contraction. Friction forces developed between the modular bridge and the substructure (1) are not considered and effective mechanical connection and (2) must not be used to reduce lateral forces.

48-8.02B(3) Materials

48-8.02B(3)(a) General

Not Used

48-8.02B(3)(b) Structural Steel

Structural steel must comply with section 55 except painting the steel is not required.

Tubular sections must not be used for any truss panel members.

Structural steel materials may comply with other authorized ASTM material standards not specified in section 55, provided that the specified minimum yield stress for the material is less than 70 ksi.

Welding must comply with AWS D1.5, except for tubular steel members. For tubular steel members, welding must comply with AWS D1.1.

Steel fastener components must be new and must comply with section 55-1.02D(1).

Modular bridge members must:

1. Be free of repair welds, splices, rust, and scaling
 2. Have no holes except as shown on the shop drawings
 3. Be undamaged and straight
 4. Have no post-fabrication heating or treatment
- Provide a corrosion protection system for the modular bridge.

48-8.02C CONSTRUCTION

48-8.02C(1) General

Erect and remove the modular bridge under the authorized erection and removal plan.

During erection activities, verify bolts are properly tensioned by performing the tensioning procedure under the manufacturer's instructions. When the tensioning verification is complete, match-mark each bolt and nut.

Anchor all sections of temporary railing to the bridge deck.

Do not use modular bridge members or components showing any type of damage or inadequacy.

The temporary bridge must be removed prior to the Mattole River reaching 8,000 cfs at the temporary bridge. The Contractor will be responsible for setting a Stream Gauge immediately upstream of the temporary crossing and monitoring the river level and weather. The Contractor will be required to submit a Temporary Bridge Plan that will include the Contractor's plan to remove the temporary bridge prior to the Mattole River reaching 8,000 cfs at the temporary bridge location.

48-8.02C(2) Maintenance Inspection

You must perform periodic maintenance inspections of the modular bridge, including the welds, at least monthly and prepare reports.

The monthly maintenance inspection report must be available at the job site at all times. Report any deficiencies to the Engineer immediately. Corrective actions, including the timeline of remedial activities, must be authorized before corrective work begins.

During the first month the modular bridge is in service, verify that the bolts on the modular bridge are adequately tensioned by performing the tensioning procedure used during erection under the authorized erection and removal plan. When the tensioning verification is complete, paint a line across each bolt and nut. Check bolts and nuts, at least once each month, while the modular bridge is open to traffic. Bolts or nuts that have moved from the original paint line must be re-tensioned to the initial value.

48-8.02D Payment

Not Used

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49 PILING

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
04C-0263	Abutments & Pier	High ground water, large size objects such as stumps, logs, boulders, etc may be encountered during pile installation. Variable drilling conditions, hard drilling conditions, zones of intensely fractured bedrock, and zones of intact rock are anticipated.

Add to section 49-3.01C third paragraph:

Do not use permanent casing for CIDH pile installation. Installing temporary casing (if used) below the specified tip elevation is not permissible.

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

49-3.02A(3)(a) General

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

1. Downward force in lb
2. Torque in ft-lb
3. Rotational speed in rpm
4. Rate of penetration in ft/hr

5. Number and type of drilling cutters or drilling teeth on drilling tool

Add to section 49-3.02A(3):

49-3.02A(3)(l) Experience Qualifications

At least 15 days before the start of CIDH concrete pile construction, submit as an informational submittal the following experience qualifications in compliance with section 49-3.02A(4)(f):

1. List of CIDH concrete pile installations performed by the drilling contractor. The submittal must include:
 - 1.1. Project description
 - 1.2. Name and phone number of the owner
 - 1.3. CIDH pile plans
 - 1.4. Log of test borings
 - 1.5. Estimated dates of major CIDH pile installation activities
 - 1.6. CIDH pile acceptance testing reports
2. List of on-site foremen and drill rig operators who will perform the CIDH concrete pile work and a summary of each individual's experience. The submittal must include:
 - 2.1. Detailed summary of each individual's experience in CIDH pile excavation operations and placement of assembled reinforcing cages and concrete.
 - 2.2. Experience from at least 3 relevant projects, including:
 - 2.2.1. Project Description
 - 2.2.2. Date of work
 - 2.2.3. Actual work performed
 - 2.2.4. Name and phone number of a reference person for each project
 - 2.3. Proof of on-site foremen and drill rig operators experience qualifications

Add to section 49-3.02A(4):

49-3.02A(4)(f) Experience Qualifications

The drilling contractor must have successfully constructed at least 3 separate foundation projects in the last 5 years. The foundation projects must:

1. Have CIDH piles of similar or larger diameter and depth, and installed under similar substructure conditions to this contract
2. Demonstrate experience with drilling fluids and successful construction of CIDH piles under the wet conditions

Each on-site foremen and drill rig operator must have 2 years of experience installing CIDH concrete piles on at least 3 projects. The CIDH pile foundations must be of similar or larger diameter and depth, and installed under similar subsurface conditions to this contract.

On-site foremen experience must be supervising construction of CIDH concrete pile foundations. Indirect supervision of on-site CIDH concrete pile construction operations is not acceptable.

Drill rig operator experience must be in construction of CIDH concrete pile foundations.

Bridge no./Structure name	Description of work
04C-0/Mattole River Bridge263	<p>A single lane, two-span, 386' long by 22' wide, historical rivetted steel curved chord Pratt truss bridge with a treated timber deck and timber and steel stringers, supported on concrete spread footing abutments and a middle pier. Remove the existing bridge including substructures, railings, abutments, wingwalls. Remove existing pier to elevation shown below ground on the contract plans.</p> <p>The historic steel truss is to be salvaged.</p>

Plans of the existing bridge are available at the Humboldt County Department of Public Works, 1106 2nd Street, Eureka, CA 95501.

The bridge clear width between wheel guards is approximately 14' -9". The bridge is signed for one lane, 14-foot vertical clearance, weight restrictions, and 15-miles-per-hour for trucks and busses.

The steel is painted and the existing paint contains lead, a hazardous waste.

All removal work generating hazardous waste must comply with section 14.

The historic truss shall be properly match-marked and tagged prior to disassembly, carefully disassembled and salvaged to [County of Humboldt Rohnerville Maintenance Station at 2299 Airport Rd. Fortuna, CA 95540](#). The ends of all bridge members shall be marked according to the approved match-marking plan prior to beginning removal operations. The truss bridge pieces smaller than 3 feet in length shall be delivered in wooden boxes or crates to protect the pieces. Deliver, store, and handle the bridge truss members such that you prevent damage to any bridge members or components.

The Contractor shall develop a bridge truss removal and match-marking plan by which the bridge truss spans can be reassembled, and shall submit the plans, and working drawings, to the Engineer for approval prior to commencing bridge removal operations. The plan shall be stamped and signed by an engineer who is registered as a civil engineer in the State.

[Provide protective covers preventing material, equipment, and debris from falling into the river.](#)

[Comply with section 14-9.02 and complete an asbestos survey and sampling report before removing bridge.](#)

Replace the 2nd paragraph of section 60-2.01C with:

Remove pier to elevation shown on the contract plans. Remove abutments and footings completely.

68-5.03 CONSTRUCTION

Place filter fabric as follows:

1. Ensure the subgrade complies with the compaction and elevation tolerance specified for the material involved before placing the filter fabric on the subgrade.
2. Handle and place filter fabric under the manufacturer's instructions.
3. Align and place the fabric without wrinkles.
4. Overlap or stitch adjacent borders of the fabric from 12 to 18 inches. The preceding roll must overlap the following roll in the direction the permeable material is being spread or must be stitched. If the fabric is joined by stitching, the fabric must be stitched with yarn of a contrasting color. The size and composition of the yarn must be as recommended by the fabric's manufacturer. There must be 5 to 7 stitches per inch of seam.
5. Cover the fabric with the planned thickness of permeable material or aggregate subbase material as shown within 24 hours after the filter fabric has been placed.
6. Maintain at least 6 inches of the material between the fabric and your equipment during spreading and compaction of the permeable material and aggregate subbase. Where embankment material is to be placed on the filter fabric, maintain at least 18 inches of embankment material between the fabric and your equipment. Do not operate or drive equipment or vehicles directly on the filter fabric.

68-5.04 PAYMENT

Not Used

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70 MISCELLANEOUS DRAINAGE FACILITIES

Replace the 2nd and 3rd paragraphs of section 70-7.02B with:

Coat the exterior portions of the welded steel pipe casing as specified for inorganic zinc coatings in section 59-2.

Replace section 70-7.02C with:

Casing hanger assemblies shall be as shown on the contract drawings. Clevis hanger, rods, nuts, bolts, and other fittings must be galvanized steel and comply with section 75-1.

Replace the 1st paragraph of section 70-7.03 with:

Install welded steel pipe casing along the bridge as shown on the contract drawings.

Replace the 6th paragraph of section 70-7.03 with:

Paint faying surfaces and repaint damaged coating on the casing as specified in section 59-2.

78-4.07A(4) Quality Assurance

Apply the stain to a test section at least 2 feet long.

The test section may be a section of the surface to be stained if authorized.

The test section must be:

1. Prepared and stained using the same materials, equipment, and methods to be used in the staining work
2. Cured under the manufacturer's instructions
3. Authorized before starting the staining work

Notify the Engineer at least 5 business days before staining the test section.

If ordered, prepare and stain additional test sections. Preparing and staining more than 1 additional test section is change order work.

The Engineer uses the authorized test section to determine the acceptability of the staining work.

If the test section is not incorporated into the work, dispose of the test section after the staining work is complete and authorized.

78-4.07B MATERIALS

The stain must be Natina Steel from Natina Products, LLC.

Obtain the stain from:

NATINA PRODUCTS, LLC
1555 NORTH VIP BLVD
CASA GRANDE AZ 85122
(877) 762-8462

78-4.07C CONSTRUCTION

78-4.07C(1) General

Not Used

78-4.07C(2) Preparation

Before applying the stain:

1. Identify and obtain authorization for the surfaces to be stained
2. Remove oils, dirt, and other contaminants from surfaces to be stained
3. Dry all surfaces to be stained

78-4.07C(3) Application

Stain the galvanized surfaces under the manufacturer's instructions to achieve a color consistent with the color of the authorized test section. Apply stain only to thoroughly dry surfaces during periods of favorable weather.

Control overspray and protect adjacent surfaces during staining using an authorized method.

After application of the stain, keep stained galvanized surfaces dry as specified in the manufacturer's instructions.

3. Flare offset used in layout
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

The Engineer signs and dates the completed check lists, verifying the in-line terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminal systems. A record of training provided by the manufacturer may be requested by the Engineer at any time.

83-2.04B(2) Materials

Alternative in-line terminal systems must be one of the following or a Department-authorized equal:

1. Type SoftStop terminal systems must be SoftStop End Terminal System manufactured by Trinity Highway Products, LLC, and must include the connection components. Type SoftStop terminal system - Type SoftStop terminal system must be a SoftStop terminal with a System length of 38'-3 1/2" for test level 2, manufactured by Trinity Highway Products, LLC, and must include items detailed for SoftStop terminal system, as shown. The SoftStop terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

2. Type MSKT-SP-MGS - Type MSKT-SP-MGS TL-2 terminal system must be a 31" MSKT Guard Rail End Terminal with a system length of 25'-0" as manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type MSKT-SP-MGS terminal system shown on the plans. The MSKT-SP-MGS Guard Rail End Terminal can be obtained from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

3. Type MAX-Tension Tangent Guardrail End Treatment TL-2 by Barrier Systems, Inc. is a tangent, re-directive gating guardrail terminal. The MAX-Tension has a length of 29'- 11 1/16", and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

83-2.04B(3) Construction

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Install terminal system under terminal system under the manufacturer's installation instructions.

Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

83-2.04B(4) Payment

Not Used

Replace section 83-4.06 with:

83-4.06 TYPE QUADGUARD CRASH CUSHIONS

83-4.06A General

83-4.06A(1) Summary

Section 83-4.06 includes specifications for constructing Type Quadguard crash cushions, including any required footing. Quadguard must be rated TL-2 and fit the area requirements. Type QuadGuard M10 is a potentially reusable, re-directive, non-gating crash cushion for roadside features of 24" or greater in width with use of an approved transition.

83-4.06A(2) Definitions

Not Used

83-4.06A(3) Submittals

Submit a copy of the manufacturer's plan and parts list as an informational submittal.

Submit a certificate of compliance for Quadguard crash cushions.

83-4.06A(4) Quality Assurance

Not Used

83-4.06B Materials

Quadguard crash cushions must be Quadguard crash cushions (TL-2) manufactured by Valtir, Inc., located at 15601 Dallas Parkway, Suite 525 | Addison, TX 75001, and must include the connection components and all items shown.

The successful bidder can obtain the Quadguard crash cushions from the following distributors:

Address	Telephone and fax nos.
TRAFFIC CONTROL SERVICE INC 8585 THYS COURT SACRAMENTO CA 95828	Telephone: (916) 387-9733 Fax: (916) 387-9734
TRAFFIC CONTROL SERVICE INC 1818 E ORANGETHORPE FULLERTON CA 92831-5324	Telephone: (714) 526-9500 Fax: (714) 526-9561

The Type QuadGuard M10 must be a Tension Strut Backup. A transition panel or side panel must be used on each side of the backup. Type QuadGuard M10 must only be assembled on an existing or freshly placed and cured concrete base and the location and orientation of the concrete base and attenuator must comply with project plans. Concrete anchorage devices used for attaching the crash cushion to the base slab must be limited to those provided by the manufacturer.

The concrete anchor slab must comply with sections 51 and 52. If installed on a structure approach, placing anchorage devices in drilled holes with Chemical Adhesive is permissible. Chemical adhesives must be on the Authorized Material List for chemical adhesives.

For the concrete anchor slab, use concrete containing at least 590 pounds of cementitious material per cubic yard.

For the concrete anchor slab, use concrete containing at least 674 pounds of cementitious material per cubic yard and incorporate an air-entraining admixture.

83-4.06C Construction

Install Type Quadguard crash cushions under the manufacturer's instructions.

83-4.06D Payment

Not Used

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PROPOSAL
TO
THE COUNTY OF HUMBOLDT
FOR

MATTOLE ROAD (F3D010) OVER MATTOLE RIVER BRIDGE No.
04C0263
PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055

Name of Bidder: _____
(Name must be exactly as it appears [or will appear] on Contractor's license)

Business Address: _____

Telephone No.: _____

Place of Residence: _____

The work for which this proposal is submitted is for construction in accordance 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 above, including any addenda thereto, the contract annexed hereto and also in accordance with the California Department of Transportation Standard Plans dated 2023, the Standard Specifications dated 2023, and the Labor Surcharge and Equipment Rental Rates in effect at the time the work is performed.

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all items of the base bid.

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 percentagewise the unit price or item total in the County of Humboldt's Final Estimate of cost.

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

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

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

All bid proposals and materials submitted in response to this Notice to Bidders shall become the County of Humboldt's property and are subject to disclosure under the Public Records Act, California Government Code Sections 6250, et seq. All bid proposals submitted in response hereto, are considered public information, except for specifically identified trade secrets, which will be handled according to any and all applicable local, state and federal laws and regulations. Any portion of a bid proposal that is deemed to be a trade secret by the bidder shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") letters. Specifically identified proprietary information will not be released, if the bidder agrees to indemnify and defend the County of Humboldt in any action brought to disclose such information. By submitting a bid proposal in response to this Notice to Bidders, the bidder agrees that the County of Humboldt's failure to contact the bidder prior to the release of any proprietary information contained therein will not be a basis for liability by the County of Humboldt or any employee thereof. Items considered public information will be available for review after the bid opening.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the County of Humboldt, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Humboldt that the contract has been awarded, the County of Humboldt 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 Humboldt.

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 Humboldt, 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 therefor the following prices, to wit:

BID FORM (EXHIBIT A)
MATTOLE ROAD (F3D010) OVER MATTOLE RIVER
BRIDGE No. 04C0263
PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055

Item No.	Item Code	Description (F)	Unit of Measure	Estimated Quantity	Unit Price	Total
1	047323	CALIFORNIA ST-75 BRIDGE RAIL	LF	852		
2	070030	LEAD COMPLIANCE PLAN	LS	1		
3	080060	LEVEL 2 CRITICAL PATH METHOD SCHEDULE	LS	1		
4	090105	TIME-RELATED OVERHEAD	LS	1		
5	120090	CONSTRUCTION AREA SIGNS	LS	1		
6	120100	TRAFFIC CONTROL SYSTEM	LS	1		
7	120120	TYPE III BARRICADE	EA	6		
8	120206	PORTABLE SIGNAL SYSTEMS (EA)	EA	4		
9	129000	TEMPORARY RAILING (TYPE K)	LF	240		
10	129090	TEMPORARY ALTERNATIVE CRASH CUSHION	EA	8		
11	130100	JOB SITE MANAGEMENT	LS	1		
12	130301	STORM WATER POLLUTION PREVENTION PLAN	LS	1		
13	130310	RAIN EVENT ACTION PLAN	EA	38		
14	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	33		
15	130330	STORM WATER ANNUAL REPORT	EA	3		
16	130500	TEMPORARY EROSION CONTROL BLANKET	SQYD	1,250		
17	130515	TEMPORARY HYDRAULIC BIOTIC GROWTH MEDIUM	SQFT	190,000		
18	130520	TEMPORARY HYDRAULIC MULCH	SQYD	1,250		
19	130530	TEMPORARY HYDRAULIC MULCH (BONDED FIBER MATRIX)	SQYD	21,100		
20	130550	TEMPORARY HYDROSEED (MIX 1)	SQYD	1,250		
21	130640	TEMPORARY FIBER ROLL	LF	12,600		
22	130680	TEMPORARY SILT FENCE	LF	12,200		
23	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	4		
24	130900	TEMPORARY CONCRETE WASHOUT	LS	1		

Item No.	Item Code	Description (F)	Unit of Measure	Estimated Quantity	Unit Price	Total
25	131103	WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	16		
26	131104	WATER QUALITY MONITORING REPORT	EA	4		
27	131105	WATER QUALITY ANNUAL REPORT	EA	3		
28	131201	TEMPORARY CREEK DIVERSION SYSTEMS	LS	1		
29	141110	WORK AREA MONITORING (BRIDGE)	LS	1		
30	141120	TREATED WOOD WASTE	LB	62,500		
31	146002	CONTRACTOR-SUPPLIED BIOLOGIST	LS	1		
32	146003	NATURAL RESOURCE PROTECTION PLAN	LS	1		
33	146008	BAT AND BIRD EXCLUSION	LS	1		
34	146010	HYDROACOUSTIC MONITORING	LS	1		
35	160120	36" PAINTED LATHE (ORANGE)	LF	12,200		
36	170103	CLEARING AND GRUBBING (LS)	LS	1		
37	173001	REMOVE TREE	EA	46		
38	173002	LOG/ROOT WAD STRUCTURE	EA	2		
39	190101	ROADWAY EXCAVATION	CY	18,400		
40	190106	ROADWAY EXCAVATION (TYPE Z-3) (AERIALY DEPOSITED LEAD)	CY	70		
41	192003	STRUCTURE EXCAVATION (BRIDGE) (F)	CY	239		
42	192037	STRUCTURE EXCAVATION (RETAINING WALL) (F)	CY	196		
43	193003	STRUCTURE BACKFILL (BRIDGE) (F)	CY	139		
44	193013	STRUCTURE BACKFILL (RETAINING WALL) (F)	CY	215		
45	198010	IMPORTED BORROW (CY)	CY	1,390		
46	198215	SUBGRADE ENHANCEMENT GEOGRID	SQYD	7,350		
47	200112	MONUMENT BOULDER	EA	1		
48	204009	PLANT (GROUP I)	EA	140		
49	207100	1 1/2" HDPE DOMESTIC WATER LINE	LF	490		
50	207101	1 1/2" TEMPORARY HDPE DOMESTIC WATER LINE	LF	690		
51	207102	REMOVE 1 1/2" HDPE DOMESTIC WATER LINE	LF	420		
52	210100	BIORETENTION SOIL MEDIA	CY	110		

Item No.	Item Code	Description (F)	Unit of Measure	Estimated Quantity	Unit Price	Total
53	210240	HYDRAULIC BIOTIC GROWTH MEDIUM	SQFT	210,000		
54	210257	FIBER REINFORCED MATRIX	ACRE	5		
55	210270	ROLLED EROSION CONTROL PRODUCT (NETTING)	SQFT	11,000		
56	210280	ROLLED EROSION CONTROL PRODUCT (BLANKET)	SQFT	1,900		
57	210300	HYDROMULCH	SQFT	12,700		
58	210350	FIBER ROLLS	LF	370		
59	210431	HYDROSEED (MIX 1)	SQFT	12,700		
60	210432	HYDROSEED (MIX 2)	SQFT	1,900		
61	260203	CLASS 2 AGGREGATE BASE (CY)	CY	690		
62	260204	TEMPORARY AGGREGATE BASE	CY	450		
63	260401	GRAVEL BASE	CY	970		
64	260402	FISH ROCK	CY	3,650		
65	390132	HOT MIX ASPHALT (TYPE A)	TON	620		
66	390133	TEMPORARY HOT MIX ASPHALT	TON	450		
67	480600	TEMPORARY SHORING	LS	1		
68	480602	TEMPORARY STRUCTURE	LS	1		
69	490609	60" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	304		
70	490616	84" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	206		
71	510051	STRUCTURAL CONCRETE, BRIDGE FOOTING (F)	CY	91		
72	510053	STRUCTURAL CONCRETE, BRIDGE (F)	CY	257		
73	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER) (F)	CY	323		
74	510060	STRUCTURAL CONCRETE, RETAINING WALL (F)	CY	51		
75	510502	MINOR CONCRETE (MINOR STRUCTURE) (F)	CY	4		
76	519100	JOINT SEAL (MR 2")	LF	62		
77	520102	BAR REINFORCING STEEL (BRIDGE) (F)	LB	291,542		
78	520103	BAR REINFORCING STEEL (RETAINING WALL) (F)	LB	6,403		
79	550203	FURNISH STRUCTURAL STEEL (BRIDGE) (F)	LB	605,606		
80	550204	ERECT STRUCTURAL STEEL (BRIDGE) (F)	LB	605,606		

Item No.	Item Code	Description (F)	Unit of Measure	Estimated Quantity	Unit Price	Total
81	600097	BRIDGE REMOVAL	LS	1		
82	610404	24" TEMPORARY CULVERT	LF	130		
83	610406	36" TEMPORARY CULVERT	LF	110		
84	641107	18" PLASTIC PIPE	LF	25		
85	682022	CLASS 1 PERMEABLE MATERIAL (BLANKET) (F)	CY	70		
86	703450	WELDED STEEL PIPE CASING (BRIDGE)	LF	370		
87	723050	ROCK SLOPE PROTECTION (1/4 T, CLASS V, METHOD B) (CY)	CY	220		
88	729011	ROCK SLOPE PROTECTION FABRIC (CLASS 8)	SQYD	190		
89	750001	MISCELLANEOUS IRON AND STEEL (F)	LB	239		
90	750501	MISCELLANEOUS METAL (BRIDGE) (F)	LB	15,435		
91	780446	STAIN GALVANIZED SURFACES	LS	1		
92	803100	RECONSTRUCT FENCE	LF	30		
93	820134	OBJECT MARKER (TYPE P)	EA	4		
94	820153	REMOVE OBJECT MARKER	EA	4		
95	820250	REMOVE ROADSIDE SIGN	EA	7		
96	820580	RELOCATE MARKER	EA	1		
97	820610	RELOCATE ROADSIDE SIGN	EA	2		
98	820750	FURNISH SINGLE SHEET ALUMINUM SIGN (0.063"-UNFRAMED)	SQFT	15		
99	820840	ROADSIDE SIGN - ONE POST	EA	2		
100	839543	TRANSITION RAILING (TYPE WB-31)	EA	2		
101	839584	ALTERNATIVE IN-LINE TERMINAL SYSTEM	EA	2		
102	839607	CRASH CUSHION (QUADGUARD M10, TL-2)	EA	2		
103	840501	THERMOPLASTIC TRAFFIC STRIPE	LF	3,120		
104	840515	THERMOPLASTIC PAVEMENT MARKING	SQFT	160		
105	999990	MOBILIZATION	LS	1		
					Total Bid:	

(F) Denotes Final Pay Item

BID FORM (EXHIBIT A) – SIGNATURE PAGE
MATTOLE ROAD (F3D010) OVER MATTOLE RIVER
BRIDGE No. 04C0263
PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055

ACKNOWLEDGEMENT OF ADDENDA

<u>ADDENDUM NO.</u>	<u>INITIAL</u>
_____	_____
_____	_____
_____	_____

(Bidder's Signature)

(Title)

PROPOSAL SIGNATURE PAGE

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$___)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR "BIDDERS'S BOND", AS THE CASE MAY BE.)

in the amount of at least **TEN PERCENT (10%)** of the total bid.

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

(NOTE: If a Bidder or other interested person is a Corporation, state the legal name of the corporation, also names of the president, secretary, treasurer, and manager thereof; if a Co-partnership, state the true name of the firm, also state the names of all individual copartners composing the firm; if the Bidder or other interested person is an Individual, state the first and last names in full.)

Licensed in accordance with an act providing for the registration of Contractors,

LICENSE NO. _____ **Classification(s)** _____

Note: It is optional to provide your contractor's license number at this time. You are not required to provide your contractor's license number until the time that the contract is to be awarded.

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

Bidder's Business Address _____

Place of Residence _____

BIDDER'S BOND

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

**MATTOLE ROAD (F3D010) OVER MATTOLE RIVER BRIDGE No. 04C0263
PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055**

for which bids are to be opened on **TUESDAY, FEBRUARY 20, 2024**, at 2:00 PM, at the Department of Public Works, 1106 Second Street, Eureka 95501, California.

Know all men by these presents: That we _____, as

PRINCIPAL, and _____,

as **SURETY**, are held and firmly bound unto the County of Humboldt in the penal sum of **TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID** of the **PRINCIPAL** named above, submitted by said **PRINCIPAL** to the County of Humboldt for the work described above, for the payment of which sum is lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the **SURETY** hereunder exceed the sum of:

\$ _____

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the **PRINCIPAL** has submitted the above mentioned bid to the County of Humboldt, as aforesaid, for the construction as specifically described above,

NOW, THEREFORE, if the aforesaid **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 accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

_____ day of _____, 20____.

_____ (seal)

_____ (seal)

PRINCIPAL

_____ (seal)

_____ (seal)

SURETY

Address: _____

Note: Signatures of those executing for **SURETY** must be properly acknowledged.

CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION

Labor Code Section 3700.

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the foregoing ways:

- A. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- B. By securing from the Director of Industrial Relations a certificate of consent of self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

Sign

Here

(In accordance with Article 5 [commencing at Section 1860], Chapter 1 , Part 7 , Division 2 , of the Labor Code, the above certificate must be signed and filed with the awarding body prior to commencing any work under this contract.)

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 SECTION 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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 judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

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.

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

To the COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents 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.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial <input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known</p> <p style="text-align: center;">Congressional District, if known</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, if known</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;">(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>		
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 1

PROJECT NO.: BRLS-5904(024) CONTRACT NO.: 594055

As of March 1, 2015, Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

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

Distribution: Original-Local Agency File, Copy – DLAE with Award Package (September 2021)

EXHIBIT 12-B: BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE) PART 2

PROJECT NO.: BRLS-5904(024) CONTRACT NO.: 594055

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the bidder shall list all subcontractors who provided a quote or bid, but **were not selected** to participate as a subcontractor on this project. **Photocopy this form for additional firms.** Federal Project Number: _____.

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

Distribution: Original-Local Agency File; Copy – DLAE with Award Package (September 2021)

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. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:			\$
23. Federal-Aid Project Number:			%
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:		<p>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.</p>	
<p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p>			
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title		21. Preparer's Title	

DISTRIBUTION: 1. Original – Local Agency Updated January 2023
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

3. Include additional copy with award package.

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

- 1. Local Agency** - Enter the name of the local agency that is administering the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location(s) as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 5. Bidder's Name** - Enter the contractor's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
- 8. Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 9. Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
- 10. Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
- 11. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 12. NAICS or Work Category Codes** – Enter NAICS or Work Category Codes from the California United Certification Program Database
- 13. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 14. 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.
- 15. 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.
- 16. 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).
- 17. Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
- 18. Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
- 19. Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
- 20. Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
- 21. Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

- 22. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 23. Federal-Aid Project Number** - Enter the Federal-Aid Project Number(s).
- 24. Bid Opening Date** - Enter the date contract bids were opened.

25. Contract Award Date - Enter the date the contract was executed.

26. Award Amount – Enter the contract award amount as stated in the executed contract.

27. 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.

28. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.

29. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.

30. Phone - Enter the area code and phone number of the person signing the contractor's DBE commitment form.

31. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

EXHIBIT 15-H: CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No. **PROJECT NO.: BRLS-5904(024)**

Bid Opening Date **FEBRUARY 20, 2024**

The _____ County of Humboldt _____ established a Disadvantaged Business Enterprise (DBE) goal of **21%** for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Bidders submit the following information to document their good faith efforts within five (5) business days from bid opening. Bidders are recommended to submit the following information even if Exhibit 15-G: Construction Contract DBE Commitment indicate that the bidder has met the DBE goal. This form protects 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.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, **please attach additional sheets as needed:**

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____
_____	_____

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

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

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

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

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

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

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

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, 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:

EXHIBIT 9-P: PROMPT PAYMENT CERTIFICATION

Section 7108.5 of the California Business and Professions Code (CBPC) requires a prime contractor or subcontractor (i.e. builders) to pay any subcontractor not later than seven (7) days after receipt of each progress payment received or final retention payment. Section 3321 of the California Civil Code (CCC) requires prime design professionals (prime consultants directly in contract with a public agency) to pay any subconsultant not later than fifteen (15) days after receipt of each progress payment or final retention payment. The payment cannot be delayed because of disagreements on other contracts. Any delay or postponement of payment among the parties may take place only for good cause with the agency's prior written approval. This requirement applies to both DBE and non-DBE subcontractors.

1. CONTRACT INFORMATION

(1) Prime Contractor/Consultant	(2) Local Agency	(3) Federal Project Number	(4) Local Contract Number	(5) Total Contract Award Amt (\$)	(6) Total DBE Commitment Amt (\$)	(7) DBE Commitment (%)	(8) DBE Contract Goal (%)	(9) Reporting Period (Month/Year)

2. PAYMENT INFORMATION

(10) Subcontractor/Subconsultant Name	(11) DBE Cert. Number	(12) Subcontract Type	(13) Date Payment Received by Prime	(14) Date of Prime Payment to Sub	(15) Amount of Payment (\$)	(16) Amount Paid To Sub to Date (\$)	(17) Total committed to this Subcontractor (\$)	(18) Promptly Paid? (Y/N)	(19) Incremental Retainage Paid? (Y/N)	(20) Comments or Reason for Non-Payment/Non-Prompt Payment, including Payment of Incremental Retainage *
Totals					\$0	\$0	\$0			

List all subcontractors regardless of tier, whether or not the firms were originally listed in Exhibit 10-O2 or 15-G as a DBE commitment. If the actual DBE utilization was different than that approved at the time of award, provide comments in box (20). All payments reported, including payments to contractor/consultant, are for the date listed.

* Only reasons based on dispute with subcontractor or supplier noncompliance may be accepted.

3. CERTIFICATION

The prime contractor or consultant hereby certifies that the foregoing Prompt Payment Certification Form is true and correct.

(21) Prime Contractor Manager's Signature

(22) Date

(25) Prime Contractor Manager's Name

(26) Phone

Local Agency certifies that all information on this form is complete and verified.

(23) Local Agency Representative's Signature

(24) Date

(27) Local Agency Representative's Name

(28) Phone

EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DBE AND FIRST-TIER SUBCONTRACTORS

1. Local Agency CONTRACT NO.: 594055		2. Federal-Aid PROJECT NO.: BRLS-5904(024)		3. Local Agency HUMBOLDT COUNTY		4. Contract Acceptance 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 Acceptance Date** - Enter the date the contract was accepted by the Local Agency.
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. If the materials or supplies are obtained from a DBE manufacturer, count 100% of the cost of the materials or supplies toward DBE goals. If the materials or supplies are purchased from a DBE regular dealer/supplier, count 60% of the cost of the materials or supplies toward the DBE goals. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. **Date Work Completed** - Enter the date the subcontractor/subconsultant's item work was completed.
14. **Date of Final Payment** - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. **Original DBE Commitment Amount** - Enter the "Total Claimed DBE Participation Dollars" from Exhibits 15-G or 10-O2 for the contract.
16. **Total** - Enter the sum of the "Contract Payments" Non-DBE and DBE columns.
17. **Contractor/Consultant Representative's Signature** - The person completing the form on behalf of the contractor/consultant's firm must sign their name.
18. **Contractor/Consultant Representative's Name** - Enter the name of the person preparing and signing the form.
19. **Phone** - Enter the area code and telephone number of the person signing the form.
20. **Date** - Enter the date the form is signed by the contractor's preparer.
21. **Local Agency Representative's Signature** - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative signing the form.
23. **Phone** - Enter the area code and telephone number of the person signing the form.
24. **Date** - Enter the date the form is signed by the Local Agency Representative.

EXHIBIT 17-O: DBE CERTIFICATION STATUS CHANGE

1. Local Agency CONTRACT NO.: 594055		2. Federal-Aid PROJECT NO.: BRLS-5904(024)		3. Local Agency HUMBOLDT COUNTY		4. Contract Completion Date
5. Contractor/Consultant			6. Business Address			7. Final Contract Amount
8. Contract Item Number	9. DBE Contact Information	10. DBE Certification Number	11. Amount Paid While Certified	12. Certification/Decertification Date (Letter Attached)	13. Comments	

If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
14. Contractor/Consultant Representative's Signature	15. Contractor/Consultant Representative's Name	16. Phone	17. Date
I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED			
18. Local Agency Representative's Signature	19. Local Agency Representative's Name	20. Phone	21. 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 –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.

AGREEMENT

This is an AGREEMENT made and entered into this _____ day
of _____, 20_____, by and between the County of Humboldt, a
political subdivision of the State of California (hereinafter referred to as COUNTY)
and _____,
a corporation organized and existing under the laws of the State of _____;
a partnership consisting of _____

an individual doing business as _____
_____ in the State of California,
hereinafter referred to as "CONTRACTOR".

Section 1 - SCOPE OF WORK

Contractor shall furnish all Labor, Tools and Materials and perform all the work for the:

**MATTOLE ROAD (F3D010) OVER MATTOLE RIVER
BRIDGE No. 04C0263
PROJECT NO.: BRLS-5904(024)
CONTRACT NO.: 594055**

in accordance with the contract documents referred to in Section 3 of this Agreement.

Section 2 - CONTRACT PRICE

County shall pay, and Contractor shall accept Contractor's Bid Prices, as shown on EXHIBIT "A" attached hereto and made a part hereof, as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Agreement; also for all loss or damage, arising out of the work aforesaid, or from the actions of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by County, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of the work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Specifications, and the requirements of the Engineer.

Section 3 - CONTRACT DOCUMENTS

The complete contract between the parties hereto shall consist of the following, hereinafter referred to as the CONTRACT DOCUMENTS:

- Notice to Bidders
- Plans and Drawings
- Bid Form
- Bidder's Bond
- Supplemental Project Information
- Performance Bond
- Payment Bond
- This Agreement
- Special Provisions

And, as published by the Department of Transportation, State of California, except as modified by the Special Provisions:

- Standard Plans - dated 2023
- Standard Specifications - dated 2023
- Equipment Rental Rates in effect at the time the work is performed

And, as published by the California Department of Industrial Relations, and the California Business, Transportation and Housing Agency:

- General Prevailing Wage Rates
- Labor and Surcharge Rates

And any addenda to any of the above documents, all of which are on file in the office of the Director of Public Works of the County of Humboldt. Each of said CONTRACT DOCUMENTS is incorporated and made a part of this Agreement by the reference contained in this Section.

All rights and obligations of the County and the Contractor are fully set forth and described in the Contract Documents. All of the above named documents are intended to be complimentary, so that any work called for in one, and mentioned in the other is to be performed and executed the same as if mentioned in all said documents.

Section 4 - BEGINNING OF WORK

Following receipt and full execution and approval of the Contract Documents, and posting of the requisite Bonds as called for therein, the COUNTY will issue a "Notice to Proceed". Under no circumstances shall the CONTRACTOR enter upon the site of work until receipt of the "Notice to Proceed", or unless so authorized in writing by the COUNTY.

Section 5 - TIME OF COMPLETION

The work called for in this Agreement shall be commenced within fifty-five (55) days of receipt of Notice to Proceed by COUNTY and shall be fully completed within a period of 290 working days beginning on the fifty-fifth calendar day after the date of said approval of contract.

Section 6 - PREVAILING WAGE

Copies of the prevailing wage rates of per diem wages are on file in the Humboldt County Public Works office at 1106 Second Street, Eureka, California and are available to any interested person on request.

Section 7 - WORKERS' COMPENSATION

By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Section 8 - COMPLIANCE WITH LAWS

The Contractor agrees to comply with all local, state, and federal laws and regulations, including but not limited to the Americans With Disabilities Act. The Contractor further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards, and any other applicable standards or criteria established locally or by the state or federal governments.

This agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 9 - NOTICES

All notices shall be in writing and delivered in person or transmitted by mail. Notices required to be given to the COUNTY shall be addressed as follows:

Humboldt County Department of Public Works
1106 Second Street, Eureka, California, 95501

Notices required to be given to CONTRACTOR shall be addressed as follows:

IN WITNESS WHEREOF, The parties hereto have entered into this Agreement as of the date first above set forth.

COUNTY OF HUMBOLDT

(SEAL) BY _____
Chair, Board of Supervisors
of the County of Humboldt,
State of California

ATTEST:

KATHY HAYES
Clerk of the Board of Supervisors
of the County of Humboldt,
State of California

BY _____
Clerk of the Board

CONTRACTOR

BY _____

TITLE _____

BY _____

TITLE _____

(Two Signatures Required For Corporation)

APPROVED AS TO FORM:

BY _____
Deputy County Counsel

INSURANCE CERTIFICATES REVIEWED
AND APPROVED:

BY _____
Risk Manager

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the County of Humboldt, by its order made _____, 20____, has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

MATTOLE ROAD (F3D010) OVER MATTOLE RIVER BRIDGE No. 04C0263

NOW, THEREFORE, we the Principal and _____, Surety, are held and firmly bound unto the County of Humboldt in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor as required by Sections 3247 et seq. of the Civil Code of California, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinafter set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, as shall be fixed by the court, awarded and taxed as in the above-mentioned statutes provided.

AND, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named, on the _____ day of _____, 20_____.

PRINCIPAL
BY _____

SURETY
BY _____
Attorney-in-fact

PERFORMANCE BOND

COUNTY OF HUMBOLDT, DEPARTMENT OF PUBLIC WORKS

Bond No. _____

WHEREAS, the County of Humboldt, acting by and through the Department of Public Works, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

MATTOLE ROAD (F3D010) OVER MATTOLE RIVER BRIDGE No. 04C0263

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Humboldt in the sum of \$ _____ dollars (\$ _____), to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Humboldt, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20__.

Correspondence or claim relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By: Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS

On this _____ day of _____ in the year 20____ before me _____, a
Notary public in and for the City / County of _____, personally appeared
_____, known to me to be the person whose name is subscribed to this
Attorney-in-fact
instrument and known to me to be the attorney-in-fact of _____ and acknowledge to
me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-
fact.

(SEAL)

NOTARY PUBLIC