

C O U N T Y O F N E V A D A

S T A T E O F C A L I F O R N I A

D E P A R T M E N T O F P U B L I C W O R K S

**N O T I C E T O B I D D E R S , S P E C I A L P R O V I S I O N S A N D
C O N T R A C T D O C U M E N T S**

F O R

**N E W T O W N R O A D C L A S S I I B I K E L A N E
P R O J E C T**

B O O K 1 O F 2

**For use in Connection with Standard Specifications and Standard Plans Dated
May 2006 of the California Department of Transportation, and the
Labor Surcharge and Equipment Rental Rates
in effect on the date the work is accomplished.**

**CALTRANS EA NO.: 03929298L
FEDERAL NO.: CMLL-5917 (070)
COUNTY CONTRACT NO.: 229620**

**BID TIME, DATE AND LOCATION:
3:00 P.M., Thursday, April 21, 2016
Providence Room A, 2nd Floor
Eric Rood Administrative Center
950 Maidu Ave.
Nevada City, CA**

IMPORTANT SPECIAL NOTICE

- Attention is directed to Section 1-1.01, “General,” of the Amendments to the Standard Specifications, Dated May 2006, regarding plain language specifications.
- The “Proposal and Contract” book has been retitled and is now the “Bid” book.
- The “Notice to Contractors” has been retitled and is now the “Notice to Bidders.”
- Caltrans is replacing its UDBE program with federal DBE regulations. The Contract documents have been modified accordingly.
- The revised FHWA-1273, May 1, 2012, has been included in Section 14, “Federal Requirements for Federal-aid Construction Projects.”

PROFESSIONAL ENGINEERS SIGNATURE PAGE

THE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSON.



REGISTERED CIVIL ENGINEER

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

NOTICE TO BIDDERS

CONTRACT NO. - 229620
FEDERAL NO. – CMLL-5917 (070)

Sealed bids for the work on the plans entitled:

NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS NEWTOWN ROAD CLASS II BIKE LANE PROJECT

will be received at the County of Nevada, Purchasing Division, c/o the Auditor Controller's Office, 950 Maidu Avenue, 2nd Floor, Nevada City, California, 95959, until **3:00 p.m., on April 21, 2016**; Attention: Diana Wilburn at (530) 265-1766, at which time they will be publicly opened and read.

DESCRIPTION OF WORK:

The project in general shall address roadway safety improving shoulder widths providing a Class II bike lane, curve realignment enhancing sight line visibility. Work shall include road reconstruction, grading, widening, asphalt concrete paving, culvert installation, striping, driveway improvements and other such items that are required by plans, Standard Specifications or these Special Provisions shall be performed.

ENGINEER'S ESTIMATE:

The Engineer's Estimate for this contract is \$800,000.

WORKING DAYS:

The project has 50 working days.

PRE-BID MEETING:

There is no pre-bid meeting scheduled for this project.

The DBE contract goal is 3.0 percent.

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

Bids are required for the entire work described herein. The contractor shall possess a Class A license at the time this contract is awarded. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry ten (10) calendar days prior to bid opening and shall be submitted and addressed to:

Diana Wilburn
County of Nevada Purchasing Division
950 Maidu Avenue
Nevada City, CA 95959 Phone Number (530) 265-1766 or diana.wilburn@co.nevada.ca.us

Any such inquiries or questions, submitted after ten (10) calendar days prior to bid opening date after 5:00 p.m., will not be accepted or treated as a bid protest.

The County of Nevada encourages its contractors and subcontractors to use the US. Citizenship and Immigration Services E-Verify system to verify that employees are eligible to work in the United States. Information about the E-Verify system is available at www.dhs.gov/e-verify.

Plans, specifications, proposal forms, project manuals and all documents relating to this project may be downloaded from www.mynevadacounty.com/nc/igs/purchasing. Potential bidders must register as a plan holder with the County in order to be notified of addenda and other notices. To register, please send an email to diana.wilburn@co.nevada.ca.us, indicating "Newtown Road Class II Bike Lane Project BID Registration" in the subject field. If you do not receive a reply to this email indicating that you have been registered, please call 530-265-1766.

Project documents may also be reviewed or purchased at:

Nevada County Department of Public Works
950 Maidu Avenue, 1st Floor
Nevada City, CA 95959

A non-refundable charge of **\$25.00** will be made for each set of documents, and an additional charge of **\$5.00** will be made if those documents are mailed.

Contractor shall maintain the appropriate California Department of Motor Vehicle driver's license classification throughout the life of the contract and at the time the bid is submitted.

Pursuant to Labor Code §1725.5, a Contractor shall be registered with the California Department of Industrial Relations (CA DIR) in order to be qualified to bid on, be listed in the bid proposal (subcontractor) or engage in the performance of any public work contract. Contractors are advised to assure they are an 'active' contractor status prior to bidding or submitting bids as a subcontractor. Additional information pertaining to this requirement and how to register is available on the CA DIR website at: <http://www.dir.ca.gov/PublicWorks/PublicWorks.html>

The successful bidder shall furnish a payment bond and a performance bond. The County of Nevada affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

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 from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor and are available online at Wage Determinations Online.gov or www.wdol.gov. Copies of these rates may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Bid Books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Federal wage rates pertinent to this project will be included as an attachment to the final Contract.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and

the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate 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.

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

COUNTY OF NEVADA

BOARD OF SUPERVISORS
STATE OF CALIFORNIA

Dated: _____

By: _____

Chair, Board of Supervisors

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C O U N T Y O F N E V A D A

S T A T E O F C A L I F O R N I A

Special Provisions

for

Newtown Road Class II Bike Lane Project

County Contract No. 229620
Federal Contract No. CMLL-5917(070)

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2006 and the Standard Plans dated May 2006, of the Department of Transportation insofar as the same may apply and these special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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

STATE OR COUNTY OR STATE OF CALIFORNIA	County of Nevada
DEPARTMENT OR DEPARTMENT OF TRANSPORTATION	County of Nevada Department of Public Works
DIRECTOR OR DIRECTOR OF TRANSPORTATION	Board of Supervisors County of Nevada
ENGINEER OR CHIEF ENGINEER	Director of Public Works County of Nevada acting either directly or through properly authorized agent and consultants

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL.

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

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

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

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2-1.015 FEDERAL LOBBYING RESTRICTIONS.

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

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

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

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

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

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

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

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

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

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

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

The DBE contract goal is 3.0 percent.

Meet the DBE goal shown in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

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

http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count towards the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase 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."

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

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

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

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

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

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

b. Good Faith Efforts Submittal

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

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

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

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit

certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.

3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

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

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

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

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - 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 business

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

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

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

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

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

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

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

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

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

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

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

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

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

2-1.025 BID OPENING

The Agency publically opens and reads aloud each bid at the time and place listed in the *Notice to Bidders*.

2-1.03 BID RIGGING

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.

2-1.04 FEMALE AND MINORITY GOALS

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

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 (Standard Metropolitan Statistical Area) 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	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus 8120 Stockton, CA	24.3
	CA San Joaquin Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern 2840 Fresno, CA	26.1
	CA Fresno	

	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	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

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

For each July during which work is performed under the contract, you 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.

Bid protests are to be delivered to the following address:

Nevada County Department of Public Works
950 Maidu Avenue, 1st Floor
Nevada City, CA 95959

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

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and insurance, to the Agency so that it is received within **10 days**, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be

delivered to the following address: Nevada County Department of Public Works, 950 Maidu Avenue, 1st Floor, Nevada City, CA 95959.

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

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

County shall not be obligated to accept or to pay for any work furnished by the Contractor prior to delivery of notice to proceed whether or not County has knowledge of the furnishing of such work.

The Contractor shall begin work within **15 calendar days** after the Notice to Proceed has been issued by the authorized person to represent the County of Nevada.

This work shall be diligently prosecuted to completion before the expiration of **50 WORKING DAYS** beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the County of Nevada the sum of **\$750.00 per day**, for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION.

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

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

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

5-1.02 PREVAILING WAGE.

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

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available from the California Department of Industrial Relations' (CA DIR) Internet website at <http://www.dir.ca.gov/> . These wage rates are not included in the Proposal and Contract for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor and are available online at Wage Determinations Online.gov or www.wdol.gov. Copies of these rates may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the Bid Books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates. Federal wage rates pertinent to this project will be included as an attachment to the final Contract.

Required for ALL contracts administered under the Caltrans Standard Specifications. The contractor typically must pay the higher of either the State general prevailing wage rates or Federal minimum wage rates.

Attention is directed to Section 7-1.01A(3), "Payroll Records," of the Standard Specifications. In addition to the aforementioned specification, effective January 1, 2016, all contractors and subcontractors are required to submit Electronic Certified Payroll through the CA DIR website's 'Electronic Certified Payroll Reporting System'. Contractors shall submit copies of the Electronic Certified Payroll directly to the County in addition to the CA DIR requirements.

5-1.03 PUBLIC SAFETY.

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

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

- A. Excavations.—The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1-foot deep.
 - 3. Trenches less than 1-foot wide for irrigation pipe or electrical conduit, or excavations less than 1-foot in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes

a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.

- C. Storage Areas.—Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

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

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2002 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

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

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
45 Miles Per Hour	Within 6-feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3-feet of a traffic lane but not on a traffic lane

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

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

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

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

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as

included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.04 BUY AMERICA REQUIREMENTS.

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 does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the United States 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.

5-1.05 CARGO PREFERENCE ACT REQUIREMENTS.

The Contractor shall comply with the provisions of the Cargo Preference Act (46 CFR 381) as outlined below.

Use of United State-Flag Vessels:

The Contractor will agree:

1. To utilize privately owned United State-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for Unites States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
3. **To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.**

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

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

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

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

5-1.07 PERFORMANCE OF DISADVANTAGED BUSINESS ENTERPRISES

DBEs must perform work or supply materials as listed in the Local Agency Bidder DBE Commitment (Construction Contracts), Exhibit 15-G, included in the Bid.

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

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

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

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

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

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

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

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

5-1.08 SUBCONTRACTING.

No subcontract releases the Contractor from the contract or relieves the Contractor of their responsibility for a subcontractor's work.

If the Contractor violates Pub Cont. Code § 4100 et seq., the County of Nevada may exercise the remedies provided under Pub Cont. Code § 4110. The County of Nevada may refer the violation to the Contractors State License Board as provided under Pub Cont. Code § 4111.

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators. Each subcontract must comply with the contract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request by the Engineer, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.09 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and

Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.10 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

5-1.11 PAYMENTS.

Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

The third paragraph of Section 9-1.06, "Partial Payments" shall be replaced with the following paragraph:

Pursuant to Public Contract Code § 7201, the County shall retain **five percent (5%)** of Progress Payments as part of security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the contract. The County will release retention proceeds after the "Date of Completion" in accordance with California Civil Code §3260(c). No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work, which will be recognized for progress payment purposes.

Clearing and Grubbing 100%

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the

maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

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

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

None

5-1.12 SOUND CONTROL REQUIREMENTS.

Sound control shall conform to the provisions in Section 7-1.01I, “Sound Control Requirements,” of the Standard Specifications and these Special Provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m. shall not exceed 86 dbA at a distance of 50-feet. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating noise level.

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

Operation of construction equipment or noise generating activities shall be limited to the daytime hours of 7:00 a.m. to 7:00 p.m. All internal combustion engines in use on site must be equipped with the original manufacturer's silencers or their aftermarket equivalents in good working order.

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

5-1.13 PERMITS AND LICENSES.

The County of Nevada has or will receive the following permits (see Appendix for more information):

Permit	Approval Date
Regional Water Quality Control Board Certification	PENDING
California Department of Fish and Game Permit	PENDING
US Army Corps of Engineers	Nationwide Permit 14 (nonreporting)
California Department of Transportation	Encroachment Permit

The Contractor shall comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it shall be the Contractor's sole responsibility to request such extension(s) and to pay any additional fees associated with the permit extension(s). Refer to sections elsewhere in these special provisions for more detail on permits.

The project has received an environmental Categorical Exemption / Categorical Exclusion Determination (see Appendix). It is anticipated that the Contractor will comply with the mitigation measures identified in these Specifications and in the environmental document. The Contractor shall employ Best Management Practices (BMPs) as needed during the construction process when applicable. Installation of BMPs and other measures are included in Bid Item 2, “Erosion Control and Site Maintenance”.

5-1.14 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME.

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. The Department of Public Works has applied for an agreement from the Department of Fish and Game. Upon receipt of this permit, the County will issue an addendum and forward a copy to all plan holders.

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

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

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

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

5-1.15 WATER POLLUTION CONTROL

GENERAL

Summary

This work includes developing and implementing a storm water pollution prevention plan (SWPPP).

This project is risk level 2.

Discharges of stormwater from the project must comply with National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002) referred to herein as "Permit."

Information on forms, reports, and other documents can be found in the following Department manuals:

1. Field Guide for Construction Site Dewatering
2. Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual
3. Construction Site Best Management Practices (BMP) Manual

For the above-referenced manuals, go to the Department's Web site for the Division of Construction, Storm Water and Water Pollution Control Information, or the Department's Publication Distribution Unit.

Do not start job site activities until:

1. The SWPPP is approved.
2. The waste discharge identification number is issued.
3. SWPPP review requirements have been fulfilled. If the Regional Water Quality Control Board (RWQCB) requires time for review, allow 30 days for the review. For projects in the Lake Tahoe Hydrologic Unit and the Mammoth Lakes Hydrologic Unit, the Lahontan RWQCB will review the SWPPP.

If you operate a Contractor-support facility, protect stormwater systems and receiving waters from the discharge of potential pollutants by using water pollution control practices.

Contractor-support facilities include:

1. Staging areas
2. Storage yards for equipment and materials
3. Mobile operations
4. Batch plants for PCC and HMA
5. Crushing plants for rock and aggregate
6. Other facilities installed for your convenience, such as haul roads

Discharges from manufacturing facilities, such as batch plants and crushing plants, must comply with the general waste discharge requirements for Order No. 97-03-DWQ, NPDES General Permit No. CAS000001, issued by the State Water Resources Control Board (SWRCB) for "Discharge of Storm Water Associated with Industrial Activities Excluding Construction Activities" and referred to herein as "General Industrial Permit." For the General Industrial Permit, go to the Web site for the SWRCB.

If you operate a batch plant to manufacture PCC, HMA, or other material or a crushing plant to produce rock or aggregate, obtain coverage under the General Industrial Permit. You must be covered under the General Industrial Permit for batch plants and crushing plants located:

1. Outside of the job site
2. Within the job site that serve 1 or more contracts

If you obtain or dispose of material at a noncommercially operated borrow or disposal site, prevent water pollution due to erosion at the site during and after completion of your activities. Upon completion of your work, leave the site in a condition such that water will not collect or stand therein.

The Department does not pay for water pollution control practices at Contractor-support facilities and noncommercially operated borrow or disposal sites.

Definitions

active area: Area where soil-disturbing work activities have occurred at least once within 15 days.

construction phase: Includes (1) highway construction phase for building roads and structures, (2) plant establishment and maintenance phase for placing vegetation for final stabilization, and (3) suspension phase for suspension of work activities or winter shutdown. The construction phase continues from the start of work activities to contract acceptance.

inactive area: Area where soil-disturbing work activities have not occurred within 15 days.

normal working hours: Hours you normally work on the project.

qualifying rain event: Storm that produces at least 0.5 inch of precipitation with a 48-hour or greater period between rain events.

storm event: Storm that produces or is forecasted to produce at least 0.10 inch of precipitation within a 24-hour period.

Submittals

Storm Water Pollution Prevention Plan

General

Within 20 days of contract approval:

1. Submit 3 copies of your SWPPP for review. Allow 20 days for the Department's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.
2. Resubmit a revised SWPPP within 15 days of receiving the Engineer's comments. The Department's review resumes when a complete SWPPP has been resubmitted.
3. When the Engineer approves the SWPPP, submit an electronic copy and 4 printed copies of the approved SWPPP.
4. If the RWQCB requires review of the approved SWPPP, the Engineer submits the approved SWPPP to the RWQCB for its review and comment.
5. If the Engineer requests changes to the SWPPP based on the RWQCB's comments, amend the SWPPP within 10 days.

A qualified SWPPP developer (QSD) must develop the SWPPP.

The SWPPP must comply with the Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual. Include the following in the SWPPP:

1. Description of the work involved in the installation, maintenance, repair, and removal of temporary and permanent water pollution control practices.
2. Maps showing:
 - 2.1. Locations of disturbed soil areas
 - 2.2. Water bodies and conveyances
 - 2.3. Locations and types of water pollution control practices that will be used for each Contractor-support facility

- 2.4. Locations and types of temporary water pollution control practices that will be used in the work for each construction phase
- 2.5. Locations and types of water pollution control practices that will be installed permanently under the contract
- 2.6. Pollutant sampling locations
- 2.7. Locations planned for storage and use of potential nonvisible pollutants
- 2.8. Receiving water sampling locations
3. Copy of permits obtained by the Department, including Fish & Game permits, RWQCB 401 certifications, aerially deposited lead variance from the Department of Toxic Substance Control, aerially deposited lead variance notification, and RWQCB waste discharge requirements for aerially deposited lead reuse.

Include the following items in the SWPPP:

1. For all projects:
 - 1.1. Schedule
 - 1.2. Construction site monitoring program (CSMP)
2. For risk level 2 projects add:
 - 2.1. Adherence to effluent standards for numeric action levels (NALs)
 - 2.2. Rain event action plan (REAP)
3. For risk level 3 projects add:
 - 3.1. Adherence to effluent standards for NALs and numeric effluent levels (NELs)
 - 3.2. REAP

Schedule

The SWPPP schedule must show when:

1. Work activities will be performed that could cause the discharge of pollutants into stormwater
2. Water pollution control practices associated with each construction phase will be implemented
3. Soil stabilization and sediment control practices for disturbed soil areas will be implemented

Construction Site Monitoring Program

A QSD must prepare the CSMP. Change the program to reflect current job site activities as needed. The CSMP must include the following:

1. For all projects:
 - 1.1. Visual monitoring procedures
 - 1.2. Sampling and analysis plan (SAP) for nonvisible pollutants
 - 1.3. SAP for nonstormwater discharges
 - 1.4. SAP for monitoring required by RWQCB

2. For risk level 2 projects add SAP for pH and turbidity
3. For risk level 3 projects add:
 - 3.1. SAP for pH and turbidity
 - 3.2. SAP for temporary active treatment systems

Sampling and Analysis Plan

Include a SAP in the CSMP.

Describe the following water quality sampling procedures in the SAP:

1. Sampling equipment
2. Sample preparation
3. Collection
4. Field measurement methods
5. Analytical methods
6. Quality assurance and quality control
7. Sample preservation and labeling
8. Collection documentation
9. Sample shipping
10. Chain of custody
11. Data management and reporting
12. Precautions from the construction site health and safety plan
13. Laboratory selection and certifications

The SAP must identify the State-certified laboratory, sample containers, preservation requirements, holding times, and analytical method. For a list of State-certified laboratories go to the CDPH Web site.

The SAP must include procedures for sample collection during precipitation.

The SAP must list conditions when you will not be required to physically collect samples such as:

1. Dangerous weather
2. Flooding or electrical storms
3. Times outside of normal working hours

Amend the SAP whenever discharges or sampling locations change because of changed work activities or knowledge of site conditions.

For a risk level 2 or risk level 3 project, include procedures in the SAP for collecting and analyzing at least 3 samples for each day of each qualifying rain event. Describe the collection of effluent samples at all locations where the stormwater is discharged off-site.

The SAP for nonvisible pollutants must describe the sampling and analysis strategy for monitoring nonvisible pollutants.

The SAP for nonvisible pollutants must identify potential nonvisible pollutants present at the job site associated with any of the following:

1. Construction materials and wastes
2. Existing contamination due to historical site usage
3. Application of soil amendments, including soil stabilization materials, with the potential to change pH or contribute toxic pollutants to stormwater

The SAP for nonvisible pollutants must include sampling procedures for the following conditions when observed during a stormwater visual inspection. Include a procedure for collecting at least 1 sample for each storm event for:

1. Materials or wastes containing potential nonvisible pollutants not stored under watertight conditions
2. Materials or wastes containing potential nonvisible pollutants stored under watertight conditions at locations where a breach, leak, malfunction, or spill occurred and was not cleaned up before the precipitation
3. Chemical applications occurring within 24 hours before precipitation or during precipitation that could discharge pollutants to surface waters or drainage systems, including fertilizer, pesticide, herbicide, methyl methacrylate concrete sealant, or nonpigmented curing compound
4. Applied soil amendments, including soil stabilization materials that could change pH levels or contribute toxic pollutants to stormwater runoff and discharge pollutants to surface waters or drainage systems, unless independent test data is available to indicate acceptable concentrations of nonvisible pollutants in the material
5. Stormwater runoff from an area contaminated by historical usage of the site that could discharge pollutants to surface waters or drainage systems

The SAP for nonvisible pollutants must provide sampling procedures and a schedule for:

1. Sample collection during the first 2 hours of rain events that generate runoff
2. Sample collection during normal working hours
3. Each nonvisible pollutant source
4. Uncontaminated control sample

The SAP for nonvisible pollutants must identify locations for sampling downstream and control samples and the reasons for selecting those locations. Select locations for control samples where the sample does not come in contact with materials, wastes, or areas associated with potential nonvisible pollutants or disturbed soil areas.

Amendments

Amend and resubmit the SWPPP:

1. Annually before July 15th
2. Whenever:
 - 2.1. Changes in work activities could affect the discharge of pollutants

- 2.2. Water pollution control practices are added by Contract Change Order
- 2.3. Water pollution control practices are added at your discretion
- 2.4. Changes in the quantity of disturbed soil are substantial
- 2.5. Objectives for reducing or eliminating pollutants in stormwater discharges have not been achieved
- 2.6. You receive a written notice of a permit violation for the project from the RWQCB or any other regulatory agency

Allow the same review time for amendments to the SWPPP as for the original SWPPP.

Training Records

Submit water pollution control training records for all employees and subcontractors who will be working at the job site. Include the training subjects, training dates, ongoing training, and tailgate meetings with your submittal. Submit records for:

1. Existing employees within 5 business days of obtaining SWPPP approval
2. New employees within 5 business days of receiving the training
3. A subcontractor's employees at least 5 business days before the subcontractor starts work

Contractor-Support Facility

At least 5 business days before operating any Contractor-support facility, submit:

1. A plan showing the location and quantity of water pollution control practices associated with the Contractor-support facility
2. A copy of the notice of intent approved by the RWQCB and the SWPPP approved by the RWQCB if you will be operating a batch plant or a crushing plant under the General Industrial Permit

Annual Certification

Submit an annual certification of compliance as described in the Department's Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Plan (WPCP) Preparation Manual before July 15th of each year.

Site Inspection Reports

The water pollution control (WPC) manager must submit the following within 24 hours of completing a weekly inspection:

1. Completed Stormwater Site Inspection Report form.
2. Best management practices (BMP) status report. The WPC manager must oversee the preparation of the report. The report must include:
 - 2.1. Location and quantity of installed water pollution control practices
 - 2.2. Location and quantity of disturbed soil for active and inactive areas

Visual Monitoring Reports

Submit a visual monitoring report for:

1. Each storm event. Include:
 - 1.1. Date, time, and rain gauge reading
 - 1.2. Visual observations:
 - 1.2.1. Within 2 business days before the storm for:
 - 1.2.1.1. Spills, leaks, and uncontrolled pollutants in drainage areas
 - 1.2.1.2. Proper implementation of water pollution control practices
 - 1.2.1.3. Leaks and adequate freeboard in storage areas
 - 1.2.2. Every 24 hours during the storm for:
 - 1.2.2.1. Effective operation of water pollution control practices
 - 1.2.2.2. Water pollution control practices needing maintenance and repair
 - 1.2.3. Within 2 business days after a qualifying rain event for:
 - 1.2.3.1. Stormwater discharge locations
 - 1.2.3.2. Evaluation of design, implementation, effectiveness, and locations of water pollution control practices including locations where additional water pollution control practices may be needed
2. Nonstormwater discharges during each of the following periods:
 - 2.1. January through March
 - 2.2. April through June
 - 2.3. July through September
 - 2.4. October through December

Use the Stormwater Site Inspection Report form to document visual monitoring. A visual monitoring report must include:

1. Name of personnel performing the inspection, inspection date, and date the inspection report is completed
2. Storm and weather conditions
3. Location of any:
 - 3.1. Floating and suspended material, sheen on the surface, discoloration, turbidity, odor, and source of observed pollutants for flowing and contained stormwater systems
 - 3.2. Nonstormwater discharges and their sources
4. Corrective action taken

Retain visual monitoring reports at the job site as part of the SWPPP.

Sampling and Analysis

Whenever sampling is required, submit a printed copy and electronic copy of water quality analysis results, and quality assurance and quality control reports within 48 hours of field sampling, and within 30 days of laboratory analysis. Electronic copies must be in one of the following formats: (1) xls, (2) .txt, (3) .cvs, (4) .dbs, or (5) .mdb. Include an evaluation of whether the downstream samples show levels of the tested parameter that are higher than the control sample. The evaluation must include:

1. Sample identification number
2. Contract number
3. Constituent
4. Reported value
5. Analytical method
6. Method detection limit
7. Reported limit

Numeric Action Level Exceedance Reports

Whenever a NAL is exceeded for a risk level 2 or risk level 3 project, notify the Engineer and submit a NAL exceedance report within 48 hours after conclusion of a storm event. The report must include:

1. Field sampling results and inspections, including:
 - 1.1. Analytical methods, reporting units, and detection limits
 - 1.2. Date, location, time of sampling, visual observations, and measurements
 - 1.3. Quantity of precipitation from the storm event
2. Description of BMP and corrective actions taken to manage NAL exceedance

Numeric Effluent Limit Violation Reports

Whenever a NEL is exceeded for a risk level 3 project, notify the Engineer and submit a NEL violation report within 6 hours. The report must include:

1. Field sampling results and inspections, including:
 - 1.1. Analytical methods, reporting units, and detection limits
 - 1.2. Date, location, time of sampling, visual observation and measurements
 - 1.3. Quantity of precipitation from the storm event
2. Description of BMP and corrective actions taken to manage NEL exceedance

Rain Event Action Plan

For a risk level 2 or risk level 3 project, submit a REAP whenever the National Weather Service is predicting a storm event with at least 50 percent probability of precipitation within 72 hours.

The WPC manager must submit the REAP at least 48 hours before a forecasted storm event.

The REAP must include:

1. Site location

2. Project risk level
3. Contact information including 24-hour emergency phone numbers for:
 - 3.1. WPC manager
 - 3.2. Erosion and sediment control providers or subcontractors
 - 3.3. Stormwater sampling providers or subcontractors
4. Storm information
5. Description of:
 - 5.1. Construction phase, including active and inactive areas
 - 5.2. Active work areas and activities
 - 5.3. Subcontractors and trades on the job site
 - 5.4. Prestorm activities including:
 - 5.4.1. Responsibilities of the WPC manager
 - 5.4.2. Responsibilities of the crew and crew size
 - 5.4.3. Stabilization practices for active and inactive disturbed soil areas
 - 5.4.4. Stockpile management practices
 - 5.4.5. Corrective actions taken for deficiencies identified during prestorm visual inspections
 - 5.5. Activities to be performed during storm events, including:
 - 5.5.1. Responsibilities of the WPC manager
 - 5.5.2. Responsibilities of the crew and crew size
 - 5.5.3. BMP for maintenance and repair
6. Flood contingency measures

Storm Water Annual Report

Submit 2 copies of a storm water annual report that covers the preceeding period from July 1st to June 30th. The report must be submitted before July 15th if construction occurs from July 1st to June 30th or within 15 days after contract acceptance if construction ends before June 30th. Allow 10 days for the Engineer's review. The Engineer provides comments and specifies the date when the review stopped if revisions are required.

Obtain approval for the format of the storm water annual report. The report must include:

1. Project information such as description and work locations
2. Stormwater monitoring information, including:
 - 2.1. Summary and evaluation of sampling and analysis results and laboratory reports
 - 2.2. Analytical methods, reporting units, and detections limits for analytical parameters

- 2.3. Summary of corrective actions taken
- 2.4. Identification of corrective actions taken and compliance activities not implemented
- 2.5. Summary of violations
- 2.6. Names of individuals performing stormwater inspections and sampling
- 2.7. Logistical information for inspections and sampling, including location, date, time, and precipitation
- 2.8. Visual observations and sample collection records
3. Documentation of training for individuals responsible for:
 - 3.1. Permit compliance
 - 3.2. BMP installation, inspection, maintenance, and repair
 - 3.3. Preparing, revising, and amending the SWPPP

Submit a revised storm water annual report within 5 business days of receiving the Engineer's comments. The Engineer's review resumes when a complete report has been resubmitted.

When the storm water annual report is approved, submit 1 electronic copy and 2 printed copies of the report signed by the WPC manager.

Information After Storm Event

Within 48 hours after the conclusion of a storm event resulting in a discharge, after a nonstormwater discharge, or after receiving a written notice or an order from the RWQCB or another regulatory agency, the WPC manager must submit the following information:

1. Date, time, location, and nature of the activity and the cause of the notice or order
2. Type and quantity of discharge
3. Water pollution control practices in use before the discharge or before receiving the notice or order
4. Description of water pollution control practices and corrective actions taken to manage the discharge or cause of the notice

Quality Control and Assurance

Training

Employees must receive initial water pollution control training before starting work at the job site.

For your project managers, supervisory personnel, subcontractors, and employees involved in water pollution control work:

1. Provide stormwater training in the following subjects:
 - 1.1. Water pollution control rules and regulations
 - 1.2. Implementation and maintenance for:
 - 1.2.1. Temporary soil stabilization
 - 1.2.2. Temporary sediment control

- 1.2.3. Tracking control
 - 1.2.4. Wind erosion control
 - 1.2.5. Material pollution prevention and control
 - 1.2.6. Waste management
 - 1.2.7. Nonstormwater management
2. Conduct weekly training meetings covering:
 - 2.1. Deficiencies and corrective actions for water pollution control practices
 - 2.2. Water pollution control practices required for work activities during the week
 - 2.3. Spill prevention and control
 - 2.4. Material delivery, storage, usage, and disposal
 - 2.5. Waste management
 - 2.6. Nonstormwater management procedures

Training for personnel who collect water quality samples must include:

1. CSMP review
2. Health and safety review
3. Sampling simulations

Water Pollution Control Manager

General

The WPC manager must be a QSD. Assign 1 WPC manager to implement the SWPPP. You may assign a QSD other than the WPC manager to develop the SWPPP.

Qualifications

A QSD must:

1. Have completed stormwater management training described in the Department's Web site for the Division of Construction, Storm Water and Water Pollution Control Information
2. Be one or more of the following:
 - 2.1. California registered civil engineer
 - 2.2. California registered professional geologist or engineering geologist
 - 2.3. California licensed landscape architect
 - 2.4. Professional hydrologist registered through the American Institute of Hydrology
 - 2.5. Certified Professional in Erosion and Sediment Control (CPESC)TM registered through Enviro Cert International, Inc.
 - 2.6. Certified Professional in Storm Water Quality (CPSWQ)TM registered through Enviro Cert International, Inc.

- 2.7. Professional in erosion and sediment control registered through the National Institute for Certification in Engineering Technologies (NICET)
3. Have completed SWRCB approved QSD training and passed the QSD exam

Responsibilities

The WPC manager must:

1. Be responsible for water pollution control work
2. Be the primary contact for water pollution control work
3. Oversee:
 - 3.1. Maintenance of water pollution control practices
 - 3.2. Inspections of water pollution control practices identified in the SWPPP
 - 3.3. Inspections and reports for visual monitoring
 - 3.4. Preparation and implementation of REAPs
 - 3.5. Sampling and analysis
 - 3.6. Preparation and submittal of:
 - 3.6.1. NAL exceedance reports
 - 3.6.2. NEL violation reports
 - 3.6.3. SWPPP annual certification
 - 3.6.4. Annual reports
 - 3.6.5. BMP status reports
4. Oversee and enforce hazardous waste management practices including spill prevention and control measures
5. Have authority to mobilize crews to make immediate repairs to water pollution control practices
6. Ensure that all employees have current water pollution control training
7. Implement the approved SWPPP
8. Amend the SWPPP if required
9. Be at the job site within 2 hours of being contacted
10. Have the authority to stop construction activities damaging water pollution control practices or causing water pollution

Sampling and Analysis

Assign trained personnel to collect water quality samples. Document the personnel and training in the SAP.

Samples taken by assigned field personnel must comply with the equipment manufacturer's instructions for collection, analytical methods, and equipment calibration.

Samples taken for laboratory analysis must comply with water quality sampling procedures and be analyzed by a State-certified laboratory under 40 CFR part 136, Guidelines Establishing Test Procedures for the Analysis of Pollutants.

Whenever downstream samples show increased levels of pollutants, assess water pollution control practices, site conditions, and surrounding influences to determine the probable cause for the increase.

For a risk level 2 or risk level 3 project, obtain samples of pH and turbidity by the test methods shown in the following table:

Parameter	Test method	Detection limit (min)	Unit
pH	Field test with calibrated portable instrument	0.2	pH units
Turbidity	Field test with calibrated portable instrument	1	NTU

Whenever the turbidity NEL is exceeded for a risk level 3 project, obtain samples and analyze the suspended sediment concentration by the test method shown in the following table:

Parameter	Test method	Detection limit (min)	Unit
Suspended sediment concentration	ASTM D 3977	5	Mg/L

For a risk level 3 project, obtain samples of pH and turbidity from representative and accessible locations upstream of the discharge point and downstream of the discharge point.

For multiple discharge points, obtain samples from a single upstream and a single downstream location.

Numeric Action Levels

For a risk level 2 or risk level 3 project, NALs must comply with the values shown in the following table:

Numeric Action Levels

Parameter	Test method	Detection limit (min)	Unit	Value
pH	Field test with calibrated portable instrument	0.2	pH	Lower NAL = 6.5 Upper NAL = 8.5
Turbidity	Field test with calibrated portable instrument	1	NTU	250 NTU max

The storm event daily average must not exceed the NAL for pH.

The storm event daily average must not exceed the NAL for turbidity.

Numeric Effluent Limits

For a risk level 3 project, NELs must comply with the values shown in the following table:

Numeric Effluent Limits

Parameter	Test method	Detection limit (min)	Unit	Value
pH	Field test with calibrated portable instrument	0.2	pH	Lower NEL = 6.0 Upper NEL = 9.0
Turbidity	Field test with calibrated portable instrument	1	NTU	500 NTU max

The storm event daily average for storms up to the 5-year, 24-hour storm must not exceed the NEL for turbidity.

The daily average sampling results must not exceed the NEL for pH.

MATERIALS

Not Used

CONSTRUCTION

General

Manage work activities to reduce the discharge of pollutants to surface waters, groundwater, and municipal separate storm sewer systems.

Retain a printed copy of the approved SWPPP at the job site.

Install facilities and devices used for water pollution control practices before performing work activities. Install soil stabilization materials for water pollution control practices in all inactive areas or before storm events.

Repair or replace water pollution control practices within 24 hours of discovering any damage, unless a longer period is authorized.

The Department does not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or your negligence.

You may request changes to the water pollution control work or the Engineer may order changes to water pollution control work. Changes may include additional or new water pollution control practices. Additional water pollution control work is paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

You may request or the Engineer may order laboratory analysis of stormwater samples. If ordered, laboratory analysis of stormwater samples is paid for as extra work under Section 4-1.03D, "Extra Work," of the Standard Specifications.

Continue SWPPP implementation during any suspension of work activities.

Monitoring

Monitor the National Weather Service's forecast on a daily basis. For the National Weather Service's forecast, go to the Web site for the National Weather Service.

Obtain, install, and maintain a rain gauge at the job site. Observe and record daily precipitation.

Inspections

Use the Stormwater Site Inspection Report form for documenting site inspections.

The WPC manager must oversee:

1. Inspections of water pollution control practices identified in SWPPP:
 - 1.1. Before a forecasted storm event
 - 1.2. After a qualifying rain event that produces site runoff
 - 1.3. At 24-hour intervals during extended storm events
 - 1.4. On a predetermined schedule of at least once a week
2. Daily inspections of:
 - 2.1. Storage areas for hazardous materials and waste
 - 2.2. Hazardous waste disposal and transporting activities

- 2.3. Hazardous material delivery and storage activities
- 3. Inspections of:
 - 3.1. Vehicle and equipment cleaning facilities:
 - 3.1.1. Daily if vehicle and equipment cleaning occurs daily
 - 3.1.2. Weekly if vehicle and equipment cleaning does not occur daily
 - 3.2. Vehicle and equipment maintenance and fueling areas:
 - 3.2.1. Daily if vehicle and equipment maintenance and fueling occurs daily
 - 3.2.2. Weekly if vehicle and equipment maintenance and fueling does not occur daily
 - 3.3. Vehicles and equipment at the job site for leaks and spills on a daily schedule. Verify that operators are inspecting vehicles and equipment each day of use.
 - 3.4. Demolition sites within 50 feet of storm drain systems and receiving waters daily.
 - 3.5. Pile driving areas for leaks and spills:
 - 3.5.1. Daily if pile driving occurs daily
 - 3.5.2. Weekly if pile driving does not occur daily
 - 3.6. Temporary concrete washouts:
 - 3.6.1. Daily if concrete work occurs daily
 - 3.6.2. Weekly if concrete work does not occur daily
 - 3.7. Paved roads at job site access points for street sweeping:
 - 3.7.1. Daily if earthwork and other sediment or debris-generating activities occur daily
 - 3.7.2. Weekly if earthwork and other sediment or debris-generating activities do not occur daily
 - 3.7.3. Within 24 hours of precipitation forecasted by the National Weather Service
 - 3.8. Dewatering work:
 - 3.8.1. Daily if dewatering work occurs daily
 - 3.8.2. Weekly if dewatering work does not occur daily
 - 3.9. Temporary active treatment system:
 - 3.9.1. Daily if temporary active treatment system activities occur daily
 - 3.9.2. Weekly if temporary active treatment system activities do not occur daily
 - 3.10. Work over water:
 - 3.10.1. Daily if work over water occurs daily
 - 3.10.2. Weekly if work over water does not occur daily

Deficiencies

Whenever you or the Engineer identify a deficiency in the implementation of the approved SWPPP, correct the deficiency:

1. Immediately, unless a later date is authorized
2. Before precipitation occurs

The Department may correct the deficiency and deduct the cost of correcting the deficiency from payment if you fail to correct the deficiency by the agreed date or before the onset of precipitation.

Rain Event Action Plan

For a risk level 2 or risk level 3 project, have the REAP at the job site at least 24 hours before a forecasted storm event. The WPC manager must submit the REAP on the following forms:

1. Rain Event Action Plan Highway Construction Phase
2. Rain Event Action Plan Plant Establishment Phase
3. Rain Event Action Plan For Inactive Project

Retain a printed copy of each REAP at the job site as part of the SWPPP.

Implement the REAP, including mobilizing crews to complete activities, within 24 hours before precipitation occurs.

Sampling and Analysis

Perform sample collection during:

1. Normal working hours
2. Each qualifying rain event
3. First 2 hours of each storm event

Do not physically collect samples during dangerous weather conditions, such as flooding or electrical storms.

Document sample collection during precipitation.

Whenever downstream samples show increased levels of pH, turbidity, and other constituents, assess water pollution control practices, site conditions, and surrounding influences to determine the probable cause for the increase.

Collect samples:

1. During a storm event for:
 - 1.1. Each nonvisible pollutant source and a corresponding uncontaminated control sample
 - 1.2. All locations identified on the Storm Event Sampling and Analyses Plan form
2. During a qualifying rain event for:
 - 2.1. Each nonvisible pollutant source and a corresponding uncontaminated control sample
 - 2.2. pH, turbidity, and other constituents as required
 - 2.3. At least 3 samples for each day of a qualifying rain event

2.4. All locations identified on the Qualifying Rain Event Sampling and Analyses Plan form

Collect receiving-water samples for a risk level 3 project and whenever a direct discharge to receiving waters occurs and NELs are violated.

Retain documentation of water quality sampling and analysis results with the SWPPP at the job site.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of stormwater samples for nonvisible pollutants if water pollution control practices are not implemented before precipitation or if you fail to correct a water pollution control practice before precipitation.

MEASUREMENT AND PAYMENT

The contract lump sum price for prepare storm water pollution prevention plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in developing and implementing a SWPPP, including providing a WPC manager, conducting water pollution control training, and monitoring, inspecting and correcting water pollution control practices at the job site, as shown on the plans, as specified in the Standard Specifications and these special provisions, and directed by the Engineer.

For projects with 60 working days or less, the Department pays you for prepare stormwater pollution prevention plan as follows:

1. A total of 75 percent of the item total upon approval of the SWPPP
2. A total of 100 percent of the item total upon contract acceptance

If risk level 2 or 3, the Department pays \$500 for each rain event action plan submitted. The contract unit price paid for rain event action plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing REAPs, including preparing and submitting REAP forms, and monitoring weather forecasts, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of rain event action plan. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The Department pays \$2,000 for each storm water annual report submitted. The contract unit price paid for storm water annual report includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and submitting storm water annual reports, including annual certifications, monitoring reports, inspection, and sampling results, and obtaining acceptance of storm water annual reports, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The Department does not adjust payment for an increase or decrease in the quantity of storm water annual report. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The work to complete the final storm water annual report contract item is excluded from Section 7-1.17, "Acceptance of Contract," of the Standard Specifications.

If risk level 2 or 3, the contract unit price paid for storm water sampling and analysis day includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all

the work involved in reporting on stormwater quality per storm events and qualifying rain events, including preparation, collection, analysis of stormwater samples for pH, turbidity, and other constituents, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. A single day of sampling is counted as 1 unit.

The Department does not adjust payment for an increase or decrease in the quantity of storm water sampling and analysis day. Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications does not apply.

The Department does not pay for the preparation, collection, laboratory analysis, and reporting of stormwater samples for nonvisible pollutants if water pollution control practices are not implemented before precipitation or if you fail to correct a water pollution control practice before precipitation.

For each failure to submit a completed storm water annual report, the Department withholds \$10,000. This withhold is in addition to other withholds under Section 9-1.07E(3) "Performance Failure Withholds," of the Standard Specifications.

Each failure to comply with any part of these special provisions and each failure to implement water pollution control practices are considered separate performance failures.

5-1.16 DIFFERING SITE CONDITIONS.

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

The following shall be substituted for Section 5-1.116, "Differing Site Conditions," of the Standard Specifications:

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. 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

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in

conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.17 PRESERVATION OF PROPERTY.

In addition to Section 7-1.11 of the Standard Specifications, the following shall apply:

Any tree, shrub or plant used to replace an injured or damaged tree, shrub or plant not scheduled for removal shall be the same species as the tree, shrub or plant being replaced or shall be a plant species approved by the Engineer. All such replacement planting shall be completed before the start of the plant establishment period or at least 15 working days prior to acceptance of the contract if there is no plant establishment period. The minimum size of the tree or shrub replacement shall be five (5) gallons. Replacement planting shall conform to the provisions in Section 20-4.05, "Planting," of the Standard Specifications.

5-1.18 PROTECTION OF ARCHAEOLOGICAL ARTIFACTS.

In the event that archaeological artifacts or human remains are uncovered during construction activities, the Contractor shall stop work at that location and immediately notify the Engineer.

The Contractor shall dedicate any discovered artifacts, determined as "removable" by a qualified archaeologist, to the appropriate preservation center, or to the County of Nevada.

If buried cultural resources, such as chipped or ground stone, historic debris, building foundations, or human bone, are discovered during ground-disturbing activities, contractors shall stop work within 100 feet of the find.

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

5-1.19 AREAS FOR CONTRACTOR'S USE.

County right-of-way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right-of-way or allow others to occupy the right-of-way for purposes that are not necessary to perform the required work except as provided below.

No area is available within the contract limits for the exclusive use of the Contractor. However, in areas shown on plans, temporary storage of equipment, supplies and materials may be used with prior approval from the Engineer. Space may be limited due to constraints from the project site. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the

County shall not be held liable for any damage to or loss of materials or equipment located within such areas.

The Contractor shall countersign encroachment permits prior to occupying State or County-owned parcels outside the contract limits. The required encroachment permits may be obtained from the Chief Office of Encroachment Permits, Department of Transportation, District 3, and the Department of Public Works, Permit Engineer, Dave Borchert.

Residence trailers will not be allowed within the highway right-of-way, except that one trailer may be placed in the County right-of-way in areas designated on the plans and approved by the Engineer.

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other State or County-owned property that it occupies and shall leave the areas in a presentable condition.

The Contractor shall secure at its own expense any area required for plant sites, storage of equipment or materials or for other purposes if sufficient area is not available to it within the contract limits or at the sites designated on the plans outside the contract limits.

5-1.20 COORDINATION WITH PUBLIC UTILITIES.

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications. During construction of this project, the Contractor will be required to coordinate his work with other utilities occupying the site.

5-1.21 ENVIRONMENTAL STEWARDSHIP

This section includes general specifications for environmental compliance and environmental resource management.

5-1.21A CALIFORNIA RED-LEGGED FROG (CRLF)

The following measures shall implemented to identify and protect the California Red-Legged Frog(CRLF).

1. If CRLF are found at any time during project work, construction will stop, the Contractor will immediately notify the Engineer. The Engineer will immediately contact the US Fish and Wildlife Service (Service) for further guidance.
2. Contractor's first order of work will have all vegetation near the wetland features, and within the Right-Of-Way (defined by existing fence lines), manually clipped by hand. The vegetation removal will be conducted with the presence of a Service approved biologist who will monitor the area for the presence of CRLF.
3. Following manual removal of vegetation , aquatic features near the work area will be fenced at the upstream and downstream limits of the project and away from the stream at least on hundred feet. The fencing shall be buried a minimum of six (6) inches into the ground. Fencing shall be removed once the construction is completed or by October 15 of the construction year, whichever comes first.
4. Tightly woven fiber netting or similar material will be used for sediment fencing or other purposes and no plastic mono filament matting will be used.
5. The project limits will be flagged and/or signed to prevent the encroachment of construction personnel and equipment into any sensitive areas during project work.
6. The project will administer Best Management Practices to protect water quality and control erosion.

7. The project proponent (County) shall submit the name and credentials of the project's biologist(s) to the Service for review and approval at least 15 days prior to the onset of construction activities.
8. Environmental awareness training will be given to construction personnel by a Service approved biologist to brief them on how to recognize CRLF. Construction personnel will also be informed that if a CRLF is encountered in the work area, construction will cease and the Service will be called for guidance before any construction activities are resumed.
9. Construction should be constructed during the dry season. The dry season is generally between April 15th and the first qualifying rain event on or after October 15th, defined as precipitation of more than one half of an inch for 24 hours.

5-1.21B MIGRATORY BIRD TREATY ACT

The following measures shall be implemented to minimize the impact to birds.

1. All potential nesting substrate (e.g. shrubs and trees) that will be impacted by project construction will be removed during the non-nesting season (between September 16 and February 15). If this is not possible and project construction is to begin during the nesting season (February 16 to September 15), all suitable nesting habitat within 100 feet of the limits of work shall be surveyed by a qualified biologist prior to initiating construction related activities. Surveys will be conducted no more than 14 days prior to the start of work. If an active nest is discovered, a 100 foot buffer shall be established in the Biological Study Area (BSA) around the nest tree and delineated using orange construction fence or equivalent. The buffer shall be maintained in place until the end of the breeding season or until the young have fledged, as determined by a qualified biologist.
2. In some instances, the California Department of Fish and Wildlife may approve decreasing the specified buffers with implementation of other avoidance and minimization measures (e.g. having a qualified biologist on-site during construction activities during the nesting season to monitor nesting activity). If no nesting is discovered, construction can begin as planned. Construction beginning during the non-nesting season and continuing into the nesting season shall not be subject to these measures.

5-1.21C CONSERVATION MEASURES FOR WETLANDS, STREAMS AND RIPARIAN VEGETATION

The following measures will be implemented to minimize the project impacts on wetlands, streams and riparian vegetation.

1. Prior to construction or vegetation removal, all wetlands, streams and riparian vegetation as well as the Deer Creek Ditch canal, shall be designated as Environmentally Sensitive Areas (ESAs) on plans and specifications.
2. All work proposed within 50 feet of these features, shall not begin until the ESAs are delineated on the ground with orange safety netting.
3. The ESA fences shall remain in place for the entire duration of construction.
4. No earth moving activities, vehicles, heavy equipment, lay-down areas, or other construction shall be permitted within the ESAs, unless as part of a mitigation plan approved by the appropriate permitting agencies.
5. The boundaries of the ESAs shall be clearly shown on all final plans and specifications.

5-1.21D CONSERVATION MEASURES FOR WATER QUALITY

The following measures will be implemented to maintain water quality.

1. Construction in or near drainages, canals, wetlands, and riparian vegetation shall only occur during the dry season [as it is defined in the California Department of Fish and Wildlife 1600 permit].
2. At no time shall heavy equipment operate in flowing water or saturated soils.
3. Prior to the start of work, including any road grading, install silt-fencing, straw bales, sediment catch basins, straw or coir logs or rolls, or other sediment barriers to keep erodible soils and other pollutants from entering drainages. Before the first heavy rains and prior to removing the barriers, soil or other sediments or debris that accumulates behind the barriers shall be removed and transported away for disposal.
4. Disruption of soils and vegetation near drainages shall be minimized to limit potential erosion and sedimentation; disturbed areas will be graded to minimize surface erosion and siltation; bare soils shall be immediately stabilized and revegetated. Seeded areas shall be covered with broadcast straw or mulch. If straw is used for mulch or for erosion control, utilize only certified weed-free straw to minimize the risk of introduction of noxious weeds, such as yellow star thistle.

5-1.21E CONTRACTOR FURNISHED BIOLOGIST

These special provisions include specifications for providing a Contractor-supplied biologist to monitor construction and other activities to protect regulated species that may be harmed during construction activities. The biologist will need to be approved by the US Fish and Wildlife Service.

1. Submittals

(a) Qualifications

Within 7 days after Contract approval, submit each biologist's name, resume, and statement of qualifications. Allow 7 days for review. If the submittal is incomplete, the Engineer will provide comments. Within 7 days after receiving the Engineer's comments, update and resubmit qualifications data. Do not start construction activities until the Contractor-supplied biologist is authorized.

(b) Protocols

Within 7 days before beginning survey activities, submit protocols for species protection surveys for acceptance.

(c) Pre-Construction Survey Report

Submit a pre-construction survey report within 14 days before starting construction activities.

(d) Initial Monitoring Report

Submit an Initial Monitoring Report that includes, at a minimum, the requirements for Monitoring Report submittals within 48 hours after starting ground-disturbing activities.

(e) Monitoring Report

Submit a Monitoring Report every 5 working days during the monitoring period.

(f) Incident Report

If there is an Incident involving one of the species of concern, submit an Incident Report within 24 hours of the incident.

2. Construction

(a) Pre-construction Survey

Survey the work area for regulated species within 14 days before starting construction activities.

(b) Protective Radius

Upon discovery of a regulated species, stop construction activities within a **250 foot** radius of the discovery. Immediately notify the Engineer. Do not resume activities until the Engineer notifies you.

(c) Monitoring Duties

The biologist must:

1. Monitor for regulated species within the project area.
2. Assure that construction activities do not result in take of regulated species.
3. Assure that construction activities comply with PLACs.
4. Immediately notify the Engineer of any take of regulated species.
5. Prepare, submit, and sign notifications and reports.

(d) Notification and Reporting

All reports must include the following:

1. PLAC requirement implementation
2. Name(s) of the biologist(s) conducting biological activity
3. Date(s) and time(s) of monitoring
4. Locations and activities monitored
5. Representative photographs
6. Findings
7. If regulated species are observed, reports must recommend actions to protect the regulated species
8. Name of the biologist who prepared the report
9. Signature of the biologist certifying the accuracy of the report

The Pre-Construction Survey Report includes one of the following:

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

The Incident Report includes:

1. Description of any take incident
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

The Final Monitoring Report includes:

1. Construction beginning and ending dates
2. Identification of project impacts on the species covered in the plan
3. Species protection measures with protection measure implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. An assessment of the effectiveness of the species protection measures to mitigate project impacts
6. Recommendations to improve efficiency of protection measures to mitigate impacts to regulated species

3. Payment

The Contractor Supplied Biologist will be paid as a lump sum item with no additional payment thereof.

5-1.22 ENVIRONMENTALLY SENSITIVE AREA.

An environmentally sensitive area (ESA) shall consist of an area within and near the limits of construction where access is prohibited or limited for the preservation of archeological site or existing vegetation, or protection of biological habitat as shown on the plans. The Engineer will determine the exact location of the boundaries of the ESA. No work shall be conducted within the ESA.

Attention is directed to Section 7—1.01 "Laws to be Observed," and Section 7—1.04 "Permits and Licenses," of the Standard Specifications regarding State and Federal regulations, permits, or agreements which pertain to an ESA.

Prior to beginning work, the boundaries of the ESA shall be clearly delineated by the placement of temporary fence (Type ESA) in conformance with the provisions in "Temporary Fence (Type ESA)" of these special provisions.

Vehicle access, storage or transport of materials or equipment, or other project related activities are prohibited within the boundaries of the ESA.

The Contractor shall mitigate damage or impacts to the ESA caused by the Contractor's operations, at the Contractor's expense. If the Engineer determines mitigation work will be performed by others, or if mitigation fees are assessed the Department, deductions from moneys due or to become due the Contractor will be made for the mitigation costs.

The cost of installing temporary fence (ESA) and for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.23 LINES AND GRADES.

Section 5-1.07 of the State Standard Specifications is amended to read as follows:

This project will require construction staking to establish the lines and grades required for the completion of the work specified in the Standard Specifications, on the Plans, and in these Special Provisions.

The Contractor shall be responsible to provide all constructions staking as necessary to control lines and grades in conformance with the plans and shall be adequate to accurately locate all design elements of contract work within tolerances set forth in the State Standard Specifications. Any deviation from lines and grades shall require prior approval from Engineer. All construction staking shall be performed by or under direction of a California licensed Land Surveyor. Construction staking shall include the following, as applicable:

1. Clearing limits (as required for demolition, vegetation removal, and other construction staking)
2. Slope and rough grading
3. Finish grading
4. Curbing and flatwork
5. Storm drains and culverts
6. Utilities (electrical, sanitary, water, etc.)
7. Right of way and fencing
8. Any buildings or structures
9. Any other item of work requiring precise location, either horizontally and/or vertically

“Working stakes” or fill-in staking may be set by contractor’s forces.

Contractor shall be responsible for maintenance and integrity of stakes while required for construction during both work and non-work hours. Construction staking lost or damaged off hours shall be replaced by contractor at no expense to County.

Contractor shall supply county for review any Construction Survey data as requested. Such data typically may include: cut sheets, point plots, electronic files and field notes. County reserves right to review and approve said data prior to placement and/or construction, and my confirm accuracy of construction elements with own forces.

Full compensation for conforming to the requirements of this section shall be under the bid item for ‘Construction Staking’ as a lump sum and no additional compensation will be allowed therefor.

5-1.24 QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the contract. You may examine the records and reports of the tests the Agency performs if they are available at job site. Schedule work to allow time for QAP as needed.

5-1.25 NATURALLY OCCURRING ASBESTOS (NOA)

The Northern Sierra Air Quality Management District (NSAQMD) enforces the Statewide Asbestos Airborn Toxic Control Measure (ATCM) for construction and grading operations (California Code of Regulations, Title 17, Section 93105). This ATCM specifies the geologic map (The Chico Quadrangle) to be used in determining its applicability.

The geologic map indicates the presence of ultramafic rock in the project area, so the likelihood of encountering naturally occurring Asbestos (NOA) is high. The ATCM applies to this area, as well as to any other area where ultramafic rock or serpentine is discovered during grading.

The following requirements shall apply to this project:

1. No person shall conduct any road construction or maintenance activities that disturb any area that mees any criterion listed in subsections (b) (1) or (b) (2) unless all of the following conditions are met.
 - (A) The Air Pollution Control Office (APCO) is notified in writing at least fourteen (14) days before the beginning of the activity or in accordance with a procedure approved by the district.
 - (B) All of the following dust control measures are implemented during any road construction or maintenance activity:
 1. Unpaved areas subject to vehicle traffic must be stabilized by being kept adequately wetted, treated with a chemical dust suppressant, or covered with material that contains less than 0.25 percent asbestos.
 2. The speed of any vehicles and equipment traveling across unpaved areas must be no more than fifteen (15) miles per hour unless the road surface and surrounding area is

sufficiently stabilized to prevent vehicles and equipment traveling more than 15 miles per hour from emitting dust that is visible crossing the project boundaries.

3. Storage piles and disturbed areas not subject to vehicular traffic must be stabilized by being kept adequately wetted, treated with a chemical dust suppressant, or covered with material that contains less than 0.25 percent asbestos; and
4. Activities must be conducted so that no track-out from any road construction project is visible on any paved roadway open to the public.

(C) Equipment and operations must not cause the emission of any dust that is visible crossing the project boundaries,

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

5-1.20 MATERIAL CONTAINING LEAD

This work shall consist of handling material containing lead in conformance with the Standard Specifications and these Special Provisions. Material within the project limits has been designated or determined to contain aurally deposited lead. Material within the project limits will require special disposal if the material is collected and disposed in a different location. If material within the projects is regarded within the immediate vicinity and not transported elsewhere, then special disposal requirements are not necessary.

Prior to beginning construction activities, the Contractor shall prepare and implement a project specific document. This document shall be a "Health and Safety Plan (HSP). This document must meet all training and industrial health requirements specified in Title 8 CCR, §1532.1 (the 'Lead in Construction' standard).

The Health and Safety Plan shall contain an element for Lead Compliance. This document shall contain the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning work in areas containing lead.

Prior to performing work in areas containing lead, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor, that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, and washing facilities, required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 3.

DUST CONTROL

Excavation and handling of materials containing lead shall result in no visible dust migration. The Contractor shall have a water truck or tank on the job site at all times while clearing and grubbing and performing earthwork operations in work areas containing lead.

The contract lump sum price paid for Lead Compliance Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in

preparing and implementing the Lead Compliance Plan, including dust control, paying the Certified Industrial Hygienist, and for providing personal protective equipment, training and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 6. BLANK

SECTION 7. BLANK

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 TESTING.

Whenever a reference is made in the specifications to any of the California Test numbers specified below the corresponding ASTM Designation or AASHTO Designation or AASHTO Designation test numbers may be used to determine the quality of materials.

California Test	ASTM Designation	AASHTO Designation
216	D 1557	T 180
231	D 2922	T 238
203	D 422	T 88
204	D 4318	T 89 (a)
	T 90 (b)	
504	C 231	T 152
518	C 138	T 121
521	C 39	T 22
523	C 293 (c)	T 177 (c)
	C 78 (d)	T 97 (d)
533	C 360	--
211	C 131 (e)	T 96 (f)
C 535 (g)	--	

Notes:

- (a) Determining the liquid limit of soils
- (b) Determining the plastic limit of plasticity index of soils
- (c) Flexural strength of concrete (using simple beam with center point loading)
- (d) Flexural strength of concrete (using simple beam with third point loading)
- (e) Resistance to degradation of small-size coarse aggregate by abrasion and impact in the Los Angeles machine
- (f) Resistance to abrasion of small-size coarse aggregate by use of the Los Angeles machine
- (g) Resistance to degradation of large-size coarse aggregate by abrasion and impact in the Los Angeles machine

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS.

The Department maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Apex, Model 921AR (4" x 4")
- B. Avery Dennison, Models C88 (4" x 4"), 911 (4" x 4") and 953 (2.75" x 4.5")
- C. Ray-O-Lite, Model "AA" ARS (4" x 4")
- D. 3M Series 290 (3.5" x 4")
- E. 3M Series 290 PSA, with pressure sensitive adhesive pad (3.5" x 4")

Retroreflective With Abrasion Resistant Surface (ARS)

(for recessed applications only)

- A. Avery Dennison, Model 948 (2.3" x 4.7")
- B. Avery Dennison, Model 944SB (2" x 4")*
- C. Ray-O-Lite, Model 2002 (2.3" x 4.6")
- D. Ray-O-Lite, Model 2004 ARS (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Reflective, 4 inches Round

- A. Apex Universal (Ceramic)
- B. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
- C. Glowlite, Inc. (Ceramic)
- D. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- E. Interstate Sales, "Diamond Back" (Polypropylene)
- F. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
- G. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene
- H. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Vega Molded Products "Temporary Road Marker" (3" x 4")

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932

- B. Bunzl Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281
- D. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line, "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. Garlock Rubber Technologies, Series 2000
- D. P.B. Laminations, Aztec, Grade 102
- E. Swarco Industries, "Director-2"
- F. Trelleborg Industries, R140 Series
- G. 3M, Series 620 "CR", and Series A750
- H. 3M, Series A145, Removable Black Line Mask
(Black Tape: for use only on Asphalt Concrete Surfaces)
- I. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Asphalt Concrete Surfaces)
- J. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Asphalt Concrete Surfaces)
- K. Trelleborg Industries, RB-140
(Black Tape: for use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Avery Dennison, "Hotape"
- B. Flint Trading, "Premark," "Premark 20/20 Flex," and "Premark 20/20 Flex Plus"
- C. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

- A. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66 inches

- A. Bunzl Extrusion, "Flexi-Guide Models 400 and 566"
- B. Carsonite, Curve-Flex CFRM-400
- C. Carsonite, Roadmarker CRM-375
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66

Special Use Type, 66 inches

- A. Bunzl Extrusion, Model FG 560 (with 18 inches U-Channel base)
- B. Carsonite, "Survivor" (with 18 inches U-Channel base)
- C. Carsonite, Roadmarker CRM-375 (with 18 inches U-Channel base)
- D. FlexStake, Model 604

- E. GreenLine Models HWDU and CGD (with 18 inches U-Channel base)
- F. Impact Recovery Model D36, with #105 Driveable Base
- G. Safe-Hit with 8 inches pavement anchor (SH248-GP1)
- H. Safe-Hit with 15 inches soil anchor (SH248-GP2) and with 18 inches soil anchor (SH248-GP3)

Surface Mount Type, 48 inches

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM
- D. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
- E. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 36 inches

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Bunzl Extrusion, Flexi-Guide Models FG300PE and FG300UR
- C. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- D. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
- I. Repo, Models 300 and 400
- J. Safe-Hit, Guide Post, Model SH236SMA
- K. Three D Traffic Works "Channelflex" ID No. 522053W

Lane Separation System

- A. Bunzl "Flexi-Guide (FG) 300 Curb System"
- B. Qwick Kurb, "Klemmfix Guide System"
- C. Recycled Technology, Inc. "Safe-Lane System"

CONICAL DELINEATORS, 42 inches

(For 28 inch Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Radiator Specialty Company "Enforcer"
- D. Roadmaker Company "Stacker"
- E. TrafFix Devices "Grabber"
- F. Three D Traffic Works "Ringtop" TD7000, ID No. 742143

OBJECT MARKERS

Type "K", 18 inches

- A. Bunzl, Model FG318PE
- B. Carsonite, Model SMD 615
- C. FlexStake, Model 701 KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Model SH718SMA

Type "K-4" / "Q" Object Markers, 24 inches

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Bunzl Extrusion, Model FG324PE
- C. Carsonite, Super Duck II
- D. FlexStake, Model 701KM

- E. Repo, Models 300 and 400
- F. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- G. The Line Connection, Model DP21-4Q
- H. Three D Traffic Works "Q" Marker, ID No. 531702W

**CONCRETE BARRIER MARKERS AND
TEMPORARY RAILING (TYPE K) REFLECTORS**

Impactable Type

- A. ARTUK, "FB"
- B. Bunzl Extrusion, Models PCBM-12 and PCBM-T12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100
- E. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
- F. Three D Traffic Works "Roadguide" Model TD 9304

Non-Impactable Type

- A. ARTUK, JD Series
- B. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
- C. Vega Molded Products, Models GBM and JD
- D. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARD RAIL POST MARKERS

(For use to the left of traffic)

- A. Bunzl Extrusion, "Mini" (3" x 10")
- B. Creative Building Products, "Dura-Bull, Model 11201"
- C. Duraflex Corp., "Railrider"
- D. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16 inches

(For use to the right of traffic)

- A. Bunzl Extrusion, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (10 inches x 14 inches x 22 inches)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 3" x 12" reflective element at 48 inches above roadway)

- A. Bunzl Extrusion, PCBM S-36

GUARD RAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway) Wood Post Type, 27 inches

- A. Bunzl Extrusion, FG 427 and FG 527
- B. Carsonite, Model 427
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. Safe-Hit, Model SH227GRD
- F. Three D Traffic Works "Guardflex" TD9100

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. Avery Dennison T-6500 Series (For rigid substrate devices only)
- B. Avery Dennison WR-6100 Series
- C. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- D. Reflexite, PC-1000 Metalized Polycarbonate
- E. Reflexite, AC-1000 Acrylic
- F. Reflexite, AP-1000 Metalized Polyester
- G. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
- H. 3M, High Intensity

Traffic Cones, 13 inches Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 4 inch x 6 inch Sleeves

- A. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- B. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
- C. 3M Series 3840
- D. Avery Dennison S-9000C

Barrels and Drums

- A. Avery Dennison WR-6100
- B. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
- C. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
- D. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. American Decal, Adcolite
- B. Avery Dennison, T-1500 and T-1600 series
- C. 3M Engineer Grade, Series 3170

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

- A. Avery Dennison, T-2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

- A. Avery Dennison, T-5500 and T-5500A Series
- B. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
- C. 3M Series 3870

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-6500 Series
- B. Nippon Carbide Industries, Crystal Grade, 94000 Series
- C. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
- D. Nippon Carbide Industries, Model No. 94844 Fluorescent Yellow Green

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

- A. Avery Dennison, WU-6014
- B. Novabrite LLC, "Econobrite"
- C. Reflexite "Vinyl"
- D. Reflexite "SuperBright"
- E. Reflexite "Marathon"
- F. 3M Series RS34 Orange and RS20 Fluorescent Orange

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M LDP Series 3924 Fluorescent Orange
- B. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. Avery Dennison, T-7500 Series
- B. Avery Dennison, T-7511 Fluorescent Yellow
- C. Avery Dennison, T-7513 Fluorescent Yellow Green
- D. Avery Dennison, W-7514 Fluorescent Orange
- E. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
- F. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92844 Fluorescent Yellow/Green
- G. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

- A. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
- B. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
- C. 3M VIP Series 3990 Diamond Grade

SPECIALTY SIGNS

- A. Hallmark Technologies, Inc., All Sign STOP Sign (All Plastic), 30 inches
- B. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP)

- A. Fiber-Brite
- B. Sequentia, "Polyplate"
- C. Intoplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48 inches or less)

Aluminum Composite

- A. Alcan Composites "Dibond Material, 0.08 inch" (for temporary construction signs only)
- B. Mitsubishi Chemical America, Alpolic 350 (for temporary construction signs only)

SECTION 8-2. CONCRETE

8-2.01 MINOR CONCRETE.

Section 90-10.02B, "Aggregate," of the Standard Specifications is amended by adding the following;

If aggregate is found to be "deleterious" or Potentially deleterious" when tested in accordance with ASTM Designation: C 289, mineral admixtures Class N or Class F will be required in the manufacture of concrete containing such aggregate. The use of mineral admixture shall conform to the requirements in Section 90-4.08, "Required Use of Mineral Admixtures."

SECTION 9. DESCRIPTION OF WORK

The project in general shall address roadway safety improving shoulder widths providing a Class II bike lane, curve realignment enhancing sight line visibility. Work shall include road reconstruction, widening, asphalt concrete paving, culvert installation, concrete headwall, striping, driveway improvements and other such items that are required by plans, Standard Specifications or these Special Provisions shall be performed.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK.

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

Upon completion of the Contractor's daily operations which obliterate pavement delineation (land lines, either pavement markers or painted lane lines or both), such pavement delineation shall be replaced by temporary delineation. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than four (4) inches long nor less than four (4) inches wide spaced no more than twelve (12) feet apart on curves nor more than twenty-four (24) feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instructions. Temporary delineation shall be the same color as the permanent delineation. Full compensation for temporary delineation shall be considered as included in the prices paid for the contract items of work that obliterated the existing delineation and no separate payment will be made therefore.

10-1.02 PROGRESS SCHEDULE.

A progress schedule shall be submitted to the Engineer in accordance with Section 8-1.04, "Progress Schedule," of the State Standard Specifications. The schedule shall be prepared using the critical path method (CPM) format.

RETENTION

The Department will retain an amount equal to 5 percent of the estimated value of the work performed during each estimate period in which the Contractor fails to submit an acceptable schedule conforming to the requirements of these special provisions as determined by the Engineer. Schedule retentions will be released for payment on the next monthly estimate for partial payment following the date that acceptable schedules are submitted to the Engineer or as otherwise specified herein. Upon completion of all contract work and submittal of the final update schedule and certification, any remaining retained funds associated with this section, "Progress Schedule (Critical Path Method)", will be released for payment. Retentions held in conformance with this section shall be in addition to other retentions provided for in the contract. No interest will be due the Contractor on retention amounts.

PAYMENT

Full compensation for the required schedules and software shall be considered as included in the contract prices paid for the various items of work involved, and no additional compensation will be allowed therefor.

10-1.03 OBSTRUCTIONS.

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 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 Numbers
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Underground Service Alert-Southern California (USA)	(800) 422-4133 (800) 227-2600

10-1.04 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these special provisions.

Dust control shall be provided by the Contractor on a daily basis including weekends and holidays. Water shall be applied as provided in Section 17, "Watering," of the Standard specifications and these Special Provisions.

The application of water shall be subject to control by the Engineer at all times and shall be applied in the amounts at the locations and at the times designated by the Engineer.

Full compensation for applying water will be considered as included in other items of work and no separate payment will be made therefore.

10-1.05 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public convenience", 7-1.09, "Public Safety", and 12, "Construction Area Traffic control Devices", of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from its responsibility as provided in said Section 7-1.09.

Illuminated traffic cones when used during the hours of darkness shall be affixed or covered with reflective cone sleeves as specified in Section 12-3.10, "Traffic Cones," of the Standard Specifications, except the sleeves shall be 7-inches long.

Lane closures shall conform to the provisions in the section of these special provisions entitled "Traffic Control System for Lane Closure."

Personal vehicles of the Contractor's employees shall not be parked on the traveled way, including any section closed to public traffic.

The Contractor shall notify County of his/her intent to begin work at least 72 hours before work is begun. The Contractor shall notify all local emergency services at least 10 days prior to any road closure. The Contractor shall cooperate with County relative to handling traffic through the area and shall make his/her own arrangements relative to keeping the working area clear of parked vehicles.

The Contractor shall provide access for emergency vehicles at all times during the construction of this road.

Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25-feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

A minimum of one traffic lane, not less than 12 feet wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than two such lanes shall be open to public traffic.

During hauling and excavation operations, the road may be closed and public traffic stopped for periods not to exceed 20 minutes. During those closure periods, the Contractor shall place signs warning traffic of 20-minute delays. After each closure, all accumulated traffic shall be allowed to pass through the work before another closure is made.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays after 3:00 p.m. on Fridays and the day preceding designated legal holidays and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his/her written approval. All other modifications will be made by contract change order.

10-1.06 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in accordance with Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" elsewhere in these Special Provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from its responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

During the hours of darkness, as defined in Division 1, Section 280, of the Vehicle Code, portable signs shall be, at the option of the Contractor, either illuminated signs in conformance with the provisions in Section 12-3.06B, "Portable signs", of the Standard Specifications; or Reflexite vinyl microprism reflective sheeting signs; or 3M high intensity reflectorized sheeting on aluminum substrate signs or Seibulite Brand Ultralite Grade Series, encapsulated lens retroreflective sheeting signs; or equal.

If any component in the traffic control system is displaced or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the County road right-of-way.

The first paragraph of Section 12-2.02 "Flagging Costs" is deleted.

Full compensation for providing the traffic control system including all flagging costs shall be borne by the contractor and considered as included in the lump sum price paid under traffic control and no additional compensation will be allowed therefore.

10-1.07 TEMPORARY EROSION CONTROL AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

This project disturbs more than 1.0 acre of land and therefore will require a Storm Water Pollution Prevention Plan (SWPPP) and coverage under Construction General Permit, Order No. 2009-0009-DWQ, and NPDES No. CAS0000021, as administered by the State Water Resource Control Board (SWRCB) and Central Valley Regional Water Quality Control Board (RWQCB).

Contractor shall be responsible for preparation of SWPPP, file application for Notice of Intent (NOI), installation and maintenance of erosion/pollution control measures, and inspection. County shall initiate application as Legally Responsible Person (LRP), pay application fees, and upon acceptance of project, assume maintenance and inspection of pollution control measures. County will file Notice of Termination (NOT) upon completion of SWPPP. Contractor's personnel involved with preparation SWPPP, installation and inspection shall be properly certified as either a Qualified SWPPP Developer (QSD) or Qualified SWPPP Practitioner (QSP) as applicable.

Contractor shall be responsible for any fees or penalties assessed by either SWRCB or RWQCB, prior to acceptance of project.

Upon request, the County will provide to the contractor the necessary AutoCad drawings for filing the SWPPP application.

Full compensation for SWPPP preparation, NOI application (except fees), erosion/pollution control installation, all materials, maintenance, inspection, monitoring, and testing (as required) shall be considered as included in the lump sum price paid for "Storm Water Pollution Prevention Plan" and no additional compensation will be allowed therefore.

10-1.08 PROJECT MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

Full compensation for "Project Mobilization" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

10-1.09 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these Special Provisions.

All vegetation shall be cleared and grubbed within the excavation and embankment slope lines.

All existing vegetation, outside the areas to be cleared and grubbed, shall be protected from injury or damage resulting from the Contractor's operations.

All activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Relocation of signs and mailboxes as required shall be included in clearing and grubbing.

It is the responsibility of the Contractor to verify trees and stumps that will be located within the clearing limits.

Existing roadway obliteration outside and within the new roadway prism shall include removal and disposal of all asphalt. Pulverized asphalt may be incorporated into roadway embankment material but only under areas to be paved.

Nothing herein shall be construed as relieving the Contractor of its responsibility for final cleanup of the highway.

Full compensation for all labor, material, tools and equipment for doing all work required under clearing and grubbing, including obliteration of existing roadways, removal and disposal of tree stumps, existing structures, existing culverts, removed fencing and other items, relocated mailboxes and signs shall be considered included in the contract price for clearing and grubbing and no additional compensation will be allowed.

10-1.10 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

10-1.10A RELOCATE SIGNS

Existing roadside signs and new signs to be installed shall be located and relocated at locations shown on the plans or as directed by the Engineer and shall conform to the provisions of Section 56-2, "Roadside Signs," of the Standard Specifications and these Special Provisions.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work in relocating signs in accordance with the Standard Specifications and these Special Provisions shall be included in the contract lump sum price paid for clearing and grubbing, and no additional compensation will be allowed.

10-1.11 INSTALL SIGNS

New signs to be installed shall be placed at locations shown on the plans or as directed by the Engineer and shall conform to the provisions of Section 56-2, "Roadside Signs," of the Standard Specifications and these Special Provisions.

All replaced signs installed with this project shall meet the requirements of high performance retroreflective sheeting ASTM D4956-13 Type XI. All replaced warning sign panels shall utilize fluorescent yellow or fluorescent orange backgrounds.

The contract price paid for install signs shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work and no additional compensation will be allowed.

10-1.12 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

This work "earthwork" shall consist of excavating, backfilling, grading, scarifying, watering, compacting, constructing embankments, rock dissipaters, disposing of surplus material, obliterating roads, oversize rock and unsuitable material as shown on the plans and specified herein.

The two and one-half (2.5) feet requirement in the second paragraph of Section 19-5.03, "Relative Compaction (95 percent)," of the Standard Specifications shall be modified to require ninety-five percent (95%) relative compaction for a minimum depth of one (1.0) foot below subgrade for the width between the outer edges of shoulders whether in excavation or embankment.

All fill material other than the material 1.0 foot below subgrade shall be compacted to ninety percent (90%) relative compaction.

Excavated material surplus to the needs of constructing embankments shall be transported to disposal site outside the "Highway Right-of-Way" chosen by the Contractor. The Contractor shall make its own determination as to the quantity of surplus materials involved and shall satisfy itself that there is sufficient material available for the completion of backfill or embankments before disposing of any material offsite. Any shortage of material caused by premature disposal of any excavated material by the Contractor, shall be replaced by the Contractor and no compensation will be allowed the Contractor for such replacement.

Trench excavation, sloping, shoring and protection shall be maintained in accordance with OSHA requirements.

No overhaul will be paid for. No mass diagram has been prepared for this project.

No extra payment will be made for rock excavation whether requiring blasting or not.

No ponding or jetting will be allowed.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in performing excavation and backfill in accordance with the plans, Standard Specifications, these Special Provisions and as directed by the Engineer including excavation, removal and disposal of asphalt concrete, ditch excavation, backfill around structures, construction of embankments, rock dissipaters, compaction, disposal of surplus material and oversize rock, watering, dust control, removal and disposal of unsuitable material encountered in excavation and finished subgrade preparation including watering, compacting and finish grading, shall be included in the contract unit price for Earthwork and no separate payment will be made therefore.

10-1.13 IMPORTED BORROW

Imported borrow shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

Imported borrow shall consist of material required to be imported for construction of roadway fills. Contractor shall make arrangements for obtaining imported borrow with an R-value of at least 50. The Contractor shall notify the Engineer sufficiently in advance of opening any borrow site so that adequate time will be allowed for testing material.

The Contractor shall satisfy itself that there is sufficient space available in fill locations for placing any excavated material before placing imported borrow. Any excess excavation which develops as a result of placing imported borrows in advance of completing excavations shall be disposed of at the Contractor's expense in accordance with the provisions in Section 19, "Earthwork," of the Standard Specifications. A corresponding reduction in the quantity of imported borrow to be paid for will be made for which the Contractor will have no claim for compensation. The contract unit price paid for Imported Borrow shall include furnishing all labor, materials, tools, equipment and incidentals doing all work involved in performing imported borrow, complete in place and no separate payment will be made therefore.

10-1.14 CLASS 2 AGGREGATE BASE

Class 2 aggregate base (3/4-inch maximum) shall conform to the provisions in Section 26, "Aggregate Bases," of the California Department of Transportation's (CALTRANS) Standard Specifications for Class 2 aggregate base; and these Special Provisions.

The coarse aggregate (material retained on the No. 4 sieve) shall contain at least 50 percent by weight of crushed pieces having 2 or more freshly fractured faces with the area of each fracture being at least equal to 75 percent of the smallest midsectional area of the piece. When two fractured faces are adjacent, the angle between the planes of the fractures must be at least 30 degrees to count as two fractured faces. The amount of flat or elongated particles shall not exceed 30 percent. A flat particle is one having a ratio of width to thickness greater than 3, and a prolonged particle is one having a ratio of length to width greater than 3. The coarse aggregate shall consist of angular fragments reasonable uniform in density and quality. The specific gravity (bulk saturated surface dry) as determined by California Test 206 shall be at a minimum 2.58 on an average with no more than 15 percent by weight consisting of particles with a bulk specific gravity below 2.50.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in placing and compacting Class 2 aggregate base shall be included in the contract unit price for Class 2 aggregate base; and no additional compensation will be allowed.

10-1.15 ASPHALT CONCRETE

Asphalt concrete shall be as follows:

<u>USE</u>	<u>TYPE</u>
0.15-foot or 0.17-foot Asphalt Concrete Wearing Course	1/2-inches Maximum, Medium Grade Type B with bonding fibers

The fiber reinforced asphalt concrete mix shall conform to Sections 39 and 92 of the Standard Specifications and Section 10-1.07, "Pavement Reinforcing Fiber," of these Special Provisions. Asphalt cement shall be grade PG 64-16.

Paving shall be accomplished using a shoulder paving machine or paving machine capable of paving widths required for this project.

The Contractor shall submit an asphalt concrete mix design with substantiating laboratory test results to the Engineer at least two weeks prior to paving operations. The testing laboratory as selected by the Contractor shall be under the direction of a California registered Civil Engineer and subject to approval by the County. The Contractor's submittal shall as a minimum consist of Items 1 through 4 below. However, submittal of items 2 through 4 may be waived at the Engineer's option if the Contractor's mix design is satisfactory and has been approved by County.

1. Proposed gradation of mix and Contractor's bin percentages used to obtain this gradation.
2. Completed worksheets for asphalt concrete mix design in accordance with procedures specified by California Test No. 367.
3. Results for the following tests of the mix incorporating the asphalt binder and aggregate proposed for use:
 - a. Stability of specimen (Ca. Test No. 366) at optimum bitumen content.
 - b. Swell test of specimen (Ca. Test No. 305) at optimum bitumen content.
 - c. Moisture vapor susceptibility of specimen (Ca. Test No. 307) at optimum bitumen content.
4. Results for the following tests of the aggregate proposed for use:
 - a. Sand equivalent (Ca. Test No. 217) of combined aggregate.
 - b. Percentage of crushed particles (Ca. Test No. 205).
 - c. Aggregate wear - 500 rev. (Ca. Test No. 211).
 - d. K_c and K_f factors (Ca. Test No. 303).

The Engineer will review the submittal; and, if acceptable, will give approval of the mix design within 5 working days thereafter. The Contractor shall not proceed with paving operations until the mix design is approved for this project. CALTRANS preapproved mix designs are acceptable. The percentage of bitumen to be used in the asphalt concrete mix will be as designated by the Engineer.

The contract unit price paid for asphalt concrete shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in the paving operations, including the paving of driveways and no additional compensation will be allowed.

10-1.16 EROSION CONTROL HYDROSEED

Hydroseed erosion control shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these Special Provisions.

The work shall consist of applying three separate applications of erosion control materials to embankment slopes, excavation slopes and all other ground disturbed or exposed as a result of this project as designated by the Engineer.

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

SEED – Seeding mixtures and rates shall be as follows, and application is determined by the specific project soil condition and location as indicated.

		<u>Pounds Per Acre</u>
_____	1. Serpentine Soil Site - if applicable: Zorro Fescue Rose Clover California Poppy	10 20 <u>8</u> TOTAL 38
_____	2. Tough, droughty, shallow soil – south or west slope: Zorro Fescue Rose Clover Idaho Fescue Cal Brome Ettlin’s Wildflower Mix	8 12 10 10 <u>10</u> TOTAL 50
<u>X</u> _____	3. Cut and fill banks, better site, deeper soil, south or west slopes above 2,000 feet: Berber or Palestine orchard grass Slender Wheatgrass Sub Clover Zorro Fescue Ettlin’s Wildflower Mix	10 15 10 5 <u>10</u> TOTAL 50
_____	4. Cut and fill banks, average depth soil, below 2,000 feet: Blando Brome Rose Clover	16 12

	Sub Clover	12
	Ettlin's Wildflower Mix	<u>10</u>
	TOTAL	50
_____	5. Cut and fill banks, better site, deeper soil, north and east slopes above 2,000 feet:	
	Slender Wheatgrass	12
	Cal Barley	10
	Cal Brome	10
	Blue Wildrye	10
	Zorro Fescue	4
	Rose Clover	7
	Ettlin's Wildflower Mix	<u>10</u>
	TOTAL	63
_____	6. Roadside Shoulders below 2,500 feet:	
	Zorro Fescue	10
	Rose Clover	8
	Sub Clover	8
	Sheep Fescue	<u>20</u>
	TOTAL	46
_____	7. Roadside Shoulders above 2,500 feet:	
	Zorro Fescue	8
	Rose Clover	6
	Small Burnett	10
	Birdsfoot Trefoil	7
	Sheep Fescue	<u>15</u>
	TOTAL	46

All legume seed shall be pellet-inoculated as provided in Section 20-2.10, "Seed", of the Standard Specifications, except that the inoculation shall be as provided in Bulletin 842 "Range-Legume Inoculation and Nitrogen Fixation by Root-Nodule Bacteria" of the University of California Division of Agricultural Sciences. Legume seed shall be sown within 90 days of inoculation or shall be reinoculated prior to application.

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

If hydro-seeding equipment is used to apply legume seed the inoculation rates shall be four times that required for dry seeding. Seed rates shall be increased by 25 percent and the mixture shall be applied within 30 minutes after the seed has been added to the mixture.

Written evidence by label or letter for seed in Section 20-2.10, "Seed," of the Standard Specifications shall be from the vendor or vendors supplying applicable materials.

The requirements in the last paragraph of Section 20-2.10, "Seed," of the Standard Specifications shall not apply.

Seed shall be mixed and weighed on the project site in the presence of the Engineer.

FIBER -- Fiber shall conform to the requirements in Section 20-2.07, "Fiber," of the Standard Specifications except as follows: Fiberization shall be the result of either a chemical or mechanical process.

STABILIZING EMULSION -- Stabilizing emulsion shall conform to the requirements in Section 20-2.11, "Stabilizing Emulsion", of the Standard Specifications except that the stabilizing emulsion shall be an organic derivative, such as a gum or a semi-refined seaweed extract or other similar product or processed organic adhesive used as a soil binder.

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer of the emulsion, but shall not exceed 12 gallons of water to each pound of stabilizing emulsion solids specified.

Netting may be substituted for stabilizing emulsion, where approved by the Engineer.

Straw may be uniformly spread and incorporated into the soil, as provided in Section 20-3.03, "Applying and Incorporating Straw", in lieu of applying stabilizing emulsion, where approved by the Engineer.

APPLICATION -- Erosion control shall be applied in three separate applications. The applications shall be applied in the following order and at the following rates:

<u>Application</u>	<u>Rate (Slope Measurement)</u>
1. Seed	SEE TABLE BELOW
2. Straw	4,000 lbs./acre
3. Commercial Fertilizer (Ammonia Phosphate 16-20-0 Fiber Stabilizing Emulsions (solids)	500 lbs./acre 500 lbs./acre 200 lbs./acre

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

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in providing erosion control shall be included in the contract lump sum price paid under Erosion Control.

10-1.18 PAINT THERMOPLASTIC TRAFFIC STRIPES AND PAVEMENT MARKINGS

Painting thermoplastic stripes (traffic lines) and pavement markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Standard Specifications and these Special Provisions.

Attention is directed to Section 84-2.02, "Materials." The Contractor will be required to satisfy all local, State and Federal pollution control regulations in affect at the time of application.

Contractor shall supply the County with a certificate of compliance.

Striping shall be applied by extruder method at a thickness of 0.060 inch.

The Contractor shall place throughout the project 6-inch white edge lines indicating bike lane limit, all other striping and markers as shown in the plans and shall restripe or restore all existing striping covered or damaged by its operations in accordance with CALTRANS' Standard Plans and as directed by the Engineer.

Pavement Markings shall include stop bars, crosswalks and words on the various road locations throughout the project.

Section 84-2.06, "Payment" of the Standard Specifications is amended to read:

The contract lump sum price paid for thermoplastic traffic stripes and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all of the work involved in the placing of traffic stripes (regardless of the number, widths and patterns of individual stripes involved in each stripe) and pavement markings including any necessary cat tracks, dribble lines, layout work and sweeping required, pavement markers, and removal and disposal of all temporary striping or markings required, complete in place, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

10-1.19 PAINT THERMOPLASTIC TRAFFIC STRIPES(RECESSED) AND PAVEMENT MARKINGS

Painting thermoplastic stripes (traffic lines) and pavement markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings" of the Standard Specifications and these Special Provisions.

Attention is directed to Section 84-2.02, "Materials." The Contractor will be required to satisfy all local, State and Federal pollution control regulations in affect at the time of application.

Contractor shall supply the County with a certificate of compliance.

Recessed thermoplastic shall be placed at a thickness of 0.040 inch.

Thermoplastic material shall be free of lead and chromium and shall conform to the requirements in either State Specification PTH-02ALKYD or PTH-02HYDRO.

Packages of thermoplastic material shall be clearly labeled with 'For Recessed Application'.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings(recessed) shall conform to the requirements in ASTM Designation: D 6359-99. While thermoplastic traffic stripes and pavement markings(recessed) shall have a minimum initial retroreflectivity of $250 \text{ med m}^{-2} \times 10^7$.

Recesses shall be constructed in the pavement using power-operated, mechanical equipment capable of grinding the pavement without damage to the surfacing to remain in place. The method of recess construction shall be selected by the Contractor. Recesses for double traffic stripes shall be constructed in a single pass. Recesses shall be constructed 0.3 inches in depth to accommodate thermoplastic.

Residue produced from the recess construction shall be removed from the roadbed by use of vacuum equipment attached to the recess equipment. Residue from removal operations shall not be permitted to flow across the pavement nor to flow into gutters or other drainage facilities. Residue shall be removed

from pavement surfaces concurrently with recess construction process and before the residue is blown by action of traffic or wind.

The removed residue shall be disposed of in conformance with Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Thermoplastic traffic stripe and pavement parking shall be applied before the end of the same work shift when the recesses are constructed. Recesses shall be dry and free of debris. A primer shall be applied to the recesses in conformance with the provisions in Section 84-2.04, "Application" of the Standard Specifications before the application of the thermoplastic material.

Thermoplastic traffic stripe and pavement marking (recessed) will be measured in the same manner specified for thermoplastic traffic stripe.

Section 84-2.06, "Payment" of the Standard Specifications is amended to read:

The contract lump sum price paid for thermoplastic traffic stripes (recessed) and pavement markings shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all of the work involved in the placing of traffic stripes (regardless of the number, widths and patterns of individual stripes involved in each stripe) and pavement markings including any necessary cat tracks, dribble lines, layout work and sweeping required, pavement markers, and removal and disposal of all temporary striping or markings required, complete in place, as shown on the Plans, as specified in these Specifications and the Special Provisions, and as directed by the Engineer.

10-1.19 RELOCATE MAILBOX

Existing mailboxes shall be removed and reset in accordance with the locations shown on the plans or as directed by the Engineer.

During construction operations, the mailboxes shall be moved as necessary to clear the way for the Contractor's operations, but at all times shall be accessible for delivery. During construction, the mailboxes shall either be installed on posts set in the ground or they may be installed on temporary supports approved by the Engineer.

All mailboxes clustered onto a group mounting shall be considered a single mailbox for payment purposes. All new or relocated mailboxes, (see Exhibit "A") shall meet current U.S. Postal Service standards for traffic safe installations.

When construction is complete the mailboxes shall be installed in final position set in minor concrete as directed by the Engineer.

Newspaper boxes attached to existing mailbox posts shall be removed and fastened to the new mailbox posts and no separate payment will be made therefore.

Full compensation for disposing of existing posts and mounts, moving and maintaining the boxes, regardless of the number of moves required, and for furnishing new posts, concrete and hardware shall be considered as included in the contract lump sum price paid for "Clearing and Grubbing" and no additional compensation will be allowed therefore.

10-1.20 FENCES

Fence construction shall conform to Sections 80 and 15-2.05B, "Fences," of the Standard Specifications, Standard Plan A86, these Special Provisions and as shown on the plans.

All fences shall be replaced promptly and with like material using new material shall blend with the remaining existing fence as much as possible.

If live stock or pets are present, the Contractor shall construct a temporary fence to contain the animals or otherwise make arrangements, satisfactory to the property owner and County's Engineer, to relocate the animals during the course of construction. The location of right-of-way shall be provided by County. The Contractor shall be responsible for all surveying required to properly locate all fencing.

The contract unit price paid for "Fences" shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all of the work involved including gates and disposal of old fencing and no additional compensation will be allowed.

10-1.21 ROCK SLOPE PROTECTION

Rock slope protection shall conform to Section 72-2, "Rock Slope Protection," of the Standard Specifications and these Special Provisions.

Rock slope protection in drainage area shall be Class No. 1 and Class No. 2 backing material using Method B placement as shown on the plans.

Full compensation for furnishing all labor, materials including fabric, tools, equipment and incidentals and for doing all the work involved in installing complete in place rock slope protection in accordance with the Plans, Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract unit price paid under Rock Slope Protection and no additional compensation will be allowed.

10-1.22 CULVERT PIPE

Culvert pipe shall conform to the provisions in Section 64, "Plastic Pipe," or Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these Special Provisions.

All corrugated metal pipe shall be corrugated steel pipe, 12 gauge. All plastic pipe shall be Type S.

All culvert joints are to be standard joints.

Existing culverts identified to be replaced are to be removed and salvaged.

Full compensation for furnishing all labor, materials, tools, equipment and doing all the work involved in placing culvert pipe, including required excavation salvage removal, backfill and trench resurfacing, shall be considered as included in the contract price paid per lineal foot of corrugates metal or Type S HDPE pipe and no additional compensation will be allowed.

10-1.23 OUTLET STRUCTURE

Outlet structures, consisting of reinforced concrete footings, headwalls and wingwalls shall conform to the provisions in Section 51, "Concrete Structures," and Section 52, "Reinforcement," of the Standard Specifications and these Special Provisions.

All concrete in these structures shall be considered minor concrete and shall conform to Section 90 of the Standard Specifications.

Full compensation for furnishing all labor, materials, including concrete reinforcing steel, tools, equipment, incidentals and for doing all the work involved in outlet structures as shown on the plans, Standard Specifications, these Special Provisions and as directed by the Engineer.

10-1.24 DRAIN INLET

Drain inlet shall conform to the provisions in Section 66, “Corrugated Metal Pipe,” of the Standard Specifications, the Special Provisions and as shown on the plans.

All concrete shall be considered minor concrete and shall conform to Section 90 of the Standard Specifications. All backfill shall be Class 2 aggregate base (3/4-inch maximum.)

The contract unit price paid for drain inlet shall include full compensation for furnishing all labor, materials, tools, equipment, grates and miscellaneous metal and incidentals for doing all work involved, including excavation and backfill and no additional compensation will be allowed.

10-1.25 DELETED

10-1.26 ASPHALT CONCRETE DIKE (TYPE A)

Asphalt concrete dike (Type A) shall conform to Section 39, “Asphalt Concrete,” of the Standard Specifications, these Special Provisions and shall meet the requirements of CalTrans Standard Asphalt Concrete Dike Type A, as shown on Standard Drawing A-87B of the CalTrans Standard Plans.

Aggregate for asphalt concrete dikes shall conform to the 3/8-inch maximum grading as specified in Section 39-2.02, “Aggregate,” of the Standard Specifications.

Minimum asphalt binder content shall be at least 6.4 percent.

Asphalt concrete dike shall be measured and paid by the lineal foot which shall include full compensation for furnishing all labor, materials (including asphalt concrete), tools, equipment and incidentals and for doing all the work involved in completing asphalt concrete dike complete, in place, in accordance with plans and specifications and as directed by the Engineer and no additional compensation will be allowed therefore.

10-1.27 ASPHALT CONCRETE (PAVED DITCHES AND SWALES)

Asphalt concrete, miscellaneous paving shall conform to Section 39, “Asphalt Concrete,” of the Standard Specifications. Paved ditches and ditch and culvert transitions shall be considered miscellaneous paving. Shoulder and driveway paving will be paid under Section 10-1.10, “Asphalt Concrete.”

Minimum asphalt binder content must be **6.4** percent for 3/8-inch aggregate and **5.7**percent for 1/2-inch aggregate.

The price per linear foot paid for placing asphalt concrete paved ditches, swales and transition paving shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including the asphalt and for doing all the work involved in accordance with the plans, specifications and as directed by the Engineer and no additional compensation will be allowed.

Any other miscellaneous paving costs will be determined by using the cost ratio of a lineal foot of a paved ditch or swale section divided by the square feet of the paved ditch.

10-1.28 ASPHALT CONCRETE OVERSIDE DRAINS

Construct asphalt concrete overside drains and shall conform to provisions in Section 69, "Overside Drains," of the Standard Specifications and Standard Plan D-87-D.

Minimum asphalt binder content must be **6.4** percent for 3/8-inch aggregate and **5.7** percent for 1/2-inch aggregate.

The contract unit price paid for each asphalt concrete overside drain shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved and no additional compensation will be allowed.

10-1.29 ASPHALT CONCRETE (PAVED DRIVEWAYS)

Asphalt concrete, miscellaneous paving shall conform to Section 39, "Asphalt Concrete," of the Standard Specifications. Paved driveway aprons shall be considered miscellaneous paving. Shoulder and driveway paving will be paid under Section 10-1.10, "Asphalt Concrete."

The price per square foot paid for placing asphalt concrete paved driveways paving shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including the asphalt and for doing all the work involved in accordance with the plans, specifications and as directed by the Engineer and no additional compensation will be allowed.

10-1.30 GRINDING

Grinding shall conform to Section 42.2 "Grinding" of the Standard Specifications and these Special Provisions.

Contractor shall grind existing pavement at beginning and end of each road section to be overlaid to facilitate smooth paving transition. Contractor shall grind existing pavement adjacent to all concrete bridge decks. Grinding transition shall be ten feet in length and transition from the overlay depth to zero.

Full compensation for furnishing all labor, materials, tools and equipment for doing all the work involved in grinding will be included in other items of work and no separate payment will be made therefore.

10-1.31-1/2-INCH TO 3-INCH CLEAN CRUSHED ROCK SUB-BASE

Rock sub-base shall conform to Section 72-2, "Rock Slope Protection," of the Standard Specifications and these Special Specifications.

Sub-base in drainage area shall be clean, crushed, 2-inch to 3-inch, angular rock.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in installing complete in place rock sub-base in accordance with the Plans, Standard Specifications and these Special Provisions, and as directed by the Engineer shall be included in the contract unit price paid under 2-inch - 3-inch clean crushed rock sub-base and no additional compensation will be allowed.

The quantities of the above item of work as set forth on the bidding sheet are for bidding comparison purposes only does not represent an actual quantity estimate. The actual quantity may be greatly increased or decreased or reduced to zero. This bid item is not subject to the provisions of Section 4.013 "Increased or Decreased Quantities" provisions of the Standard Specifications and therefore shall not constitute a basis for claim by the Contractor for extra payment or damages regardless of the actual quantity constructed.

The use of the above item of work is not shown on the plans and will be as directed in writing by the Engineer.

10-1.32 FABRIC

Fabric shall conform to Section 88, "Engineering Fabrics," of the Standard Specifications. Fabric shall be Tensar Geogrid BX1200 or approved equal.

The price per square foot paid for placing fabric shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including the fabric and for doing all the work involved in accordance with the plans, specifications and as directed by the Engineer and no additional compensation will be allowed.

The quantities of the above item of work as set forth on the bidding sheet are for bidding comparison purposes only does not represent an actual quantity estimate. The actual quantity may be greatly increased or decreased or reduced to zero. This bid item is not subject to the provisions of Section 4.013 "Increased or Decreased Quantities" provisions of the Standard Specifications and therefore shall not constitute a basis for claim by the Contractor for extra payment or damages regardless of the actual quantity constructed.

The use of the above item of work is not shown on the plans and will be as directed in writing by the Engineer.

10-1.33 ROCK EXCAVATION

Rock excavation is defined as all that excavation that cannot be accomplished with, at a minimum, a caterpillar D8-H bulldozer with rippers or equivalent. During trenching operations, rock excavation is defined as all that excavation that cannot be accomplished with a backhoe with a minimum factory rating of 125 SAE net HP weighing 46,100 pounds equipped with a minimum bucket size of 20-inches. The bucket shall be suitable for rock excavation.

The Contractor shall furnish the above specified equipment in order to demonstrate the nature of the rock. The Engineer shall be the sole judge as to what excavation is determined to be rock excavation and his or her decision shall be final and binding.

The Engineer will cross section the area determined to require rock excavation after all possible above defined excavation has been removed by the Contractor.

Rock excavated material surplus to the needs of constructing embankments and that suitable as 1 ton rock used for bank stabilization shall be transported to disposal site outside the "Highway right-of-way" chosen by contractor. The Contractor shall make its own determination as to the quantity of surplus materials involved and shall satisfy itself that there is sufficient material available for the completion of backfill or embankments before disposing of any material off-site.

The quantities of the above item of work as set forth on the bidding sheet are for bidding comparison purposes only does not represent an actual quantity estimate. The actual quantity may be greatly increased or decreased or reduced to zero. This bid item is not subject to the provisions of Section 4.013 "Increased or Decreased Quantities" provisions of the Standard Specifications and therefore shall not constitute a basis for claim by the Contractor for extra payment or damages regardless of the actual quantity constructed.

The use of the above item of work is not shown on the plans and will be as directed in writing by the Engineer.

SECTION 11. MODIFIED STANDARD SPECIFICATION SECTIONS

SEE SUPPLEMENTAL INFORMATION CONTRACT BOOK

SECTION 12. DRAWINGS & DETAILS

Newtown Road Class II Bike Lanes Project

VICINITY MAP

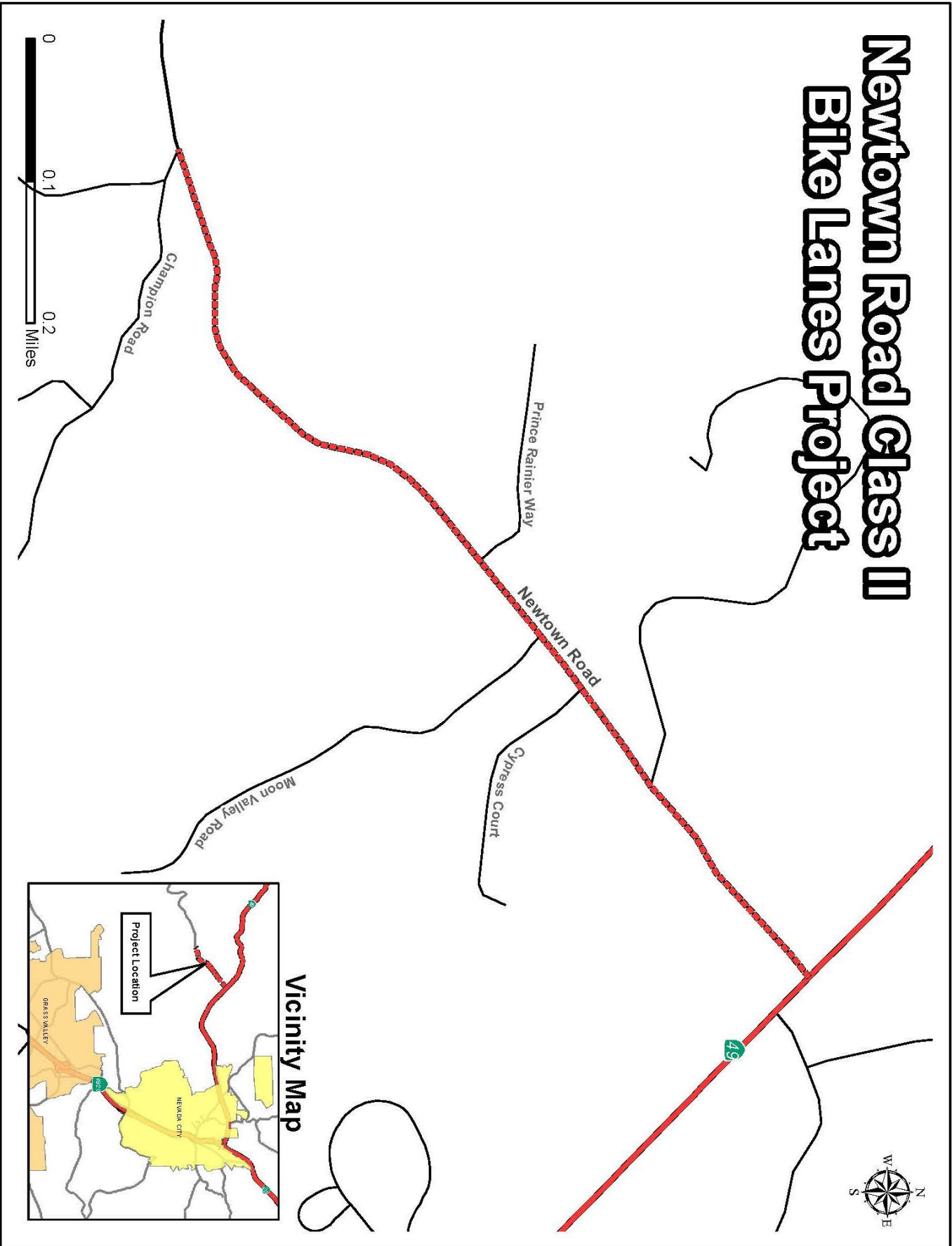
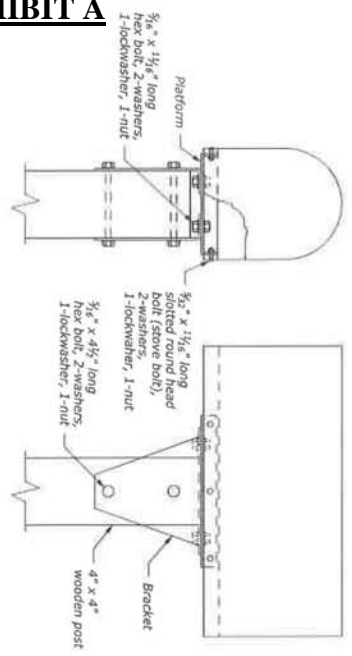


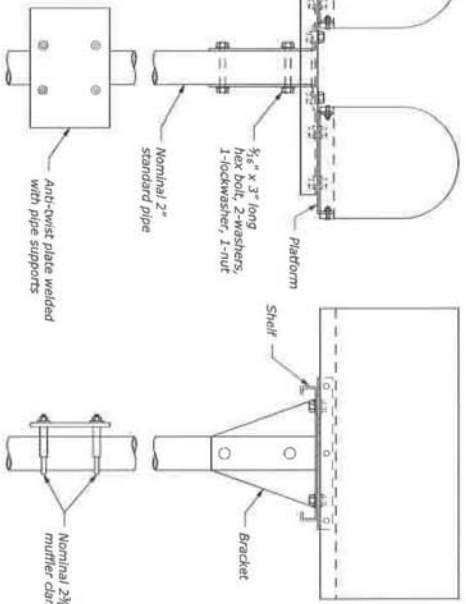
EXHIBIT "A"

STATE	PROJECT	SHEET
		NUMBER

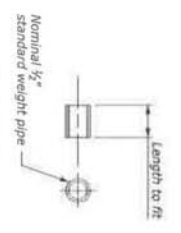
NOTE:
 1. Spacing between multiple mailboxes and height of mailbox above ground level are as established by the U.S. Postal Service. H is usually 3'-4" to 4'-0".



SINGLE MAILBOX INSTALLATION

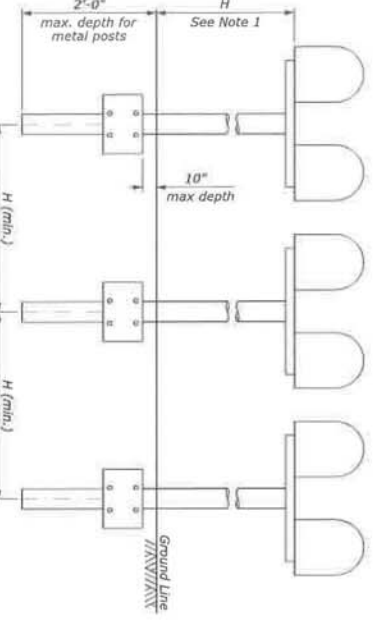


DOUBLE MAILBOX INSTALLATION

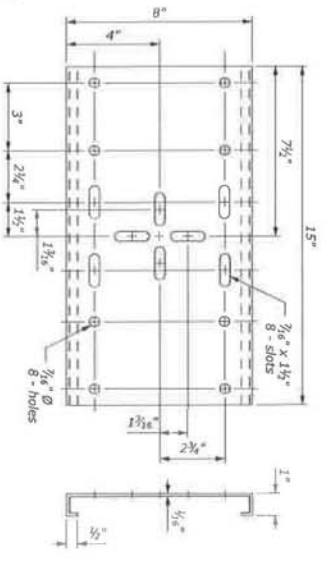


SPACER

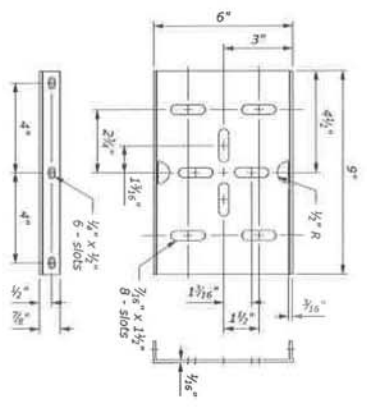
RELOCATE MAILBOX EXHIBIT A



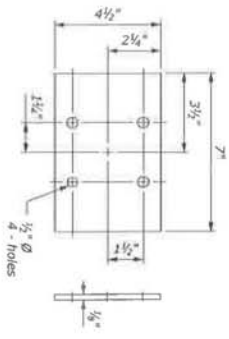
SPACING FOR MULTIPLE INSTALLATION



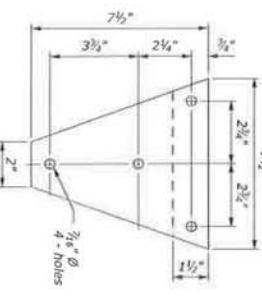
SHELF



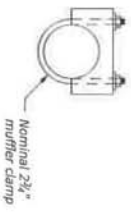
PLATFORM



ANTI-TWIST PLATE



BRACKET



CLAMP

NO SCALE

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION WESTERN REGIONAL LABORS TRAINING DIVISION		DETAIL
U.S. CUSTOMARY DETAIL		
MAILBOX ASSEMBLY		WG46-2
SERIES A		
NOVEMBER 11, 2014	DETAIL APPROVED FOR USE	
CHART 11/2014		

**PROPOSAL TO THE DEPARTMENT OF PUBLIC WORKS
COUNTY OF NEVADA**

CONTRACT NUMBER - 229620
FEDERAL NUMBER - CMLL-5917 (070)

NAME OF BIDDER _____

BUSINESS ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE NUMBER: AREA CODE () _____

CONTRACTOR LICENSE NO. _____

The work for which this proposal is submitted is for construction in accordance with these special provisions (including the payment of not less the State general prevailing wage rates or the Federal minimum wage rates set forth herein), the contract annexed hereto, the project plans described below, including any addenda thereto, and also in accordance with the Department of Transportation Standard Specifications and Plans, dated May 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are entitled:

Newtown Road Class II Bike Lane Project

Bids are to be submitted for the entire work. The amount of the bid for comparison purposes will be the total of all the items.

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department'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. Cent symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

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

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 satisfaction to the County within 8 days, not including Sundays and legal holidays, after the bidder has received notice from the County of Nevada that the contract has been awarded, the County of Nevada 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 such security accompanying this proposal shall operate and the same shall be the property of the County of Nevada.

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 Nevada in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

BID ITEM LIST – CONTRACT NO. 229620 / FEDERAL CONTRACT NO. CMLL-5917(070)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	TOTAL AMOUNT
1.	TRAFFIC CONTROL	LS	1		
2.	CLEARING & GRUBBING	LS	1		
3.	CONTRACTOR SUPPLIED BIOLOGIST	LS	1		
4.	CONSTRUCTION STAKING	LS	1		
5.	EARTHWORK (Final Pay)	CY	1700		
6.	ASPHALT CONCRETE (Type B)	TON	1300		
7.	AGGREGATE BASE (Class 2)	CY	2230		
8.	IMPORTED BORROW	CY	1200		
9.	CULVERT PIPE (36" HDPE)	LF	94		
10.	CULVERT PIPE (24" HDPE)	LF	197		
11.	CULVERT PIPE (18" HDPE)	LF	26		
12.	CULVERT PIPE (15" HDPE)	LF	128		
13.	CULVERT PIPE (12" HDPE)	LF	180		
14.	DRAIN INLET (30")	EA	1		
15.	CONCRETE HEADWALL	EA	2		
16.	AC DIKE (Type A)	LF	1060		
17.	AC PAVED DITCH	LF	1575		
18.	AC PAVED TRAP DITCH	LF	311		
19.	AC "V" DITCH	LF	110		
20.	AC OVERSIDE DRAIN	EA	3		

21.	AC DRIVEWAYS	SF	7220		
22.	ROCK SLOPE PROTECTION (No. 1)	CY	11		
23.	ROCK SLOPE PROTECTION (No. 2)	CY	15		
24.	INSTALL NEW SIGNS	EA	10		
25.	FENCES (WIRE)	LF	410		
26.	FENCES (WOOD 6-FT)	LF	60		
27.	LEAD COMPLIANCE PLAN	LS	1		
28.	THERMOPLASTIC ROAD STRIPING & MARKINGS	LS	1		
29.	EROSION CONTROL (SWPPP)	LS	1		
30.	AC OVERLAY 0.15'	TON	1400		
31.	FABRIC	SF	2000		
32.	2" TO 3" CLEAN CRUSHED ROCK	CY	100		
33.	ROCK EXCAVATION	CY	100		
Construction Total in Figures					
Construction Total in Words					

CONTRACT AWARD WILL BE BASED ON GRAND TOTAL BID

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," of the special provisions.

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 NEVADA
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.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

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.

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.

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

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

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

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

ATTACHMENTS

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

II. NONDISCRIMINATION

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

I. GENERAL

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

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

The 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.

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.

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

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

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

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

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.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

FR-2 The contractor will assist in locating, qualifying, and easing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be famili

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

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days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

part 30.

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

FR-8 J.S.C. 1020 reads as follows:

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set c below will not necessarily result in denial of participation in th

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Female and Minority Goals

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

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 Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1

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

Obtain the County of Nevada's approval for this submitted information before you start work. The County of Nevada credits you for each apprentice or trainee you employ on the work 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. 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. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. 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
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

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

1. It is calculated to:
 - 1.1. Meet the your equal employment opportunity responsibilities
 - 1.2. 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

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

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 allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

<p>Congressional District, if known</p> <p>6. Federal Department/Agency:</p> <p>8. Federal Action Number, if known:</p> <p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>Congressional District, if known</p> <p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p> <p>9. Award Amount, if known:</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) \$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> planned</p> <p>12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>	<p>13. Type of Payment (check all that apply)</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>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>	
(attach Continuation Sheet(s) if necessary)	
<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: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Authorized for Local Reproduction Standard Form - LLL</p>	
<p>Federal Use Only:</p>	

Standard Form LLL Rev. 09-12-97

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 influenced 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.

SF-LLL-Instructions

Rev. 06-04-

90«ENDIF»

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH(\$ _____)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent of the total of the bid.

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

IMPORTANT NOTICE

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

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

License No. _____ Classification(s) _____

ADDENDA - This Proposal is submitted with respect to the changes to the contract included in addenda

number/s _____

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

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

Date: _____



Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

**COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS**

BIDDER'S BOND

We, _____
_____ as Principal, and

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for _____

(Copy here the exact description of work, including location as it appears on the proposal)

for which bids are to be opened at _____ on _____
(Insert place where bids will be opened) (Insert date of bid opening)

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

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

Dated: _____, 20 ____ .

Principal

Surety
By _____
Attorney-in-fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On this _____ day of _____ in the year 20____
before me

_____, personally appeared _____,

Attorney-in-fact

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____, and acknowledged 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

Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM

LOCAL AGENCY: _____ LOCATION: _____

PROJECT DESCRIPTION: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID DATE: _____

BIDDER'S NAME: _____

CONTRACT DBE GOAL: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED (or contracted if the bidder is a DBE)	DBE CERT NO. AND EXPIRATION DATE	NAME OF EACH DBE (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE

For Local Agency to Complete:

Local Agency Contract Number: _____
 Federal-aid Project Number: _____
 Federal Share: _____
 Contract Award Date: _____

Local Agency certifies that all DBE certifications have been verified and information is complete and accurate.

 Print Name Signature Date
 Local Agency Representative

Total Claimed DBE Participation	\$ _____
	_____ %

 Signature of Bidder

 Date (Area Code) Tel. No.

 Bidder's Contact (Please Type Name)

**INSTRUCTIONS - LOCAL AGENCY BIDDER
DBE COMMITMENT (CONSTRUCTION CONTRACTS)****ALL BIDDERS:**

PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

IMPORTANT: Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

Local agencies should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

2012

Page 15-1
June 29,

EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

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

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

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

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

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty

whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

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

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

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

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

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

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

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

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

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

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

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

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

EXHIBIT 17-F FINAL REPORT

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
**FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
 (DBE), FIRST-TIER SUBCONTRACTORS**

ADA Notice
 For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE				
PRIME CONTRACTOR			BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$					
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS						DATE WORK COMPLETE	DATE OF FINAL PAYMENT
				NON-DBE	DBE	BA UDBE	APA UDBE	NA UDBE	W UDBE		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
				\$	\$	\$	\$	\$	\$		
ORIGINAL COMMITMENT \$ _____			TOTAL	\$	\$	\$	\$	\$	\$	BA- Black American APA- Asian-Pacific Islander NA-Native American W-Woman	

List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) and underutilized DBEs (UDBEs) regardless of tier, whether or not the firms were originally listed for goal credit.
 If actual UDBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE		BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT			
RESIDENT ENGINEER'S SIGNATURE		BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:
 Copy Distribution-Local Agency contracts:

Original - District Construction
 Original - District Local Assistance Engineer
 (submitted with the Report of Expenditure)

Copy- Business Enterprise Program
 Copy- District Local Assistance Engineer

Copy- Contractor
 Copy- Local Agency file

Copy Resident Engineer

FINAL REPORT – UTILIZATION OF DISADVANTAGED BUSINESS
 ENTERPRISES (DBE), FIRST-TIER SUBCONTRACTORS
 CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, Black American	BA UDBE
If program status shows DBE, Asian-Pacific Islander	APA UDBE
If program status shows DBE, Native American	NA UDBE
If program status shows DBE, Woman	W UDBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

EXHIBIT 17-O DBE CERTIFICATION STATUS

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE
 CP-CEM-2403(F) (New. 10/99)

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS	ESTIMATED CONTRACT AMOUNT	

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit. Attach DBE certification/Decertification letter in accordance with the Special Provisions

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE <small>Letter attached</small>
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
-------------------------------------	-------	-----------------------	------

TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
-------------------	-----------------------	------

DISTRIBUTION Original copy -DLAE
 Copy -1) Business Enterprise Program 2) Prime Contactor 3) Local Agency 4) Resident Engineer

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal.

Photocopy this form for additional firms.

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

Distribution: 1) Original - Local Agency File

EXHIBIT 12-B BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

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

Distribution: 1) Original – Local Agency File

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS
CONTRACT NO. 229620 FEDERAL CONTRACT NO. CMLL-5917 (070)

THIS AGREEMENT, made and concluded, in duplicate, between the County of Nevada thereof, party of the first part, and _____ Contractor, party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County of Nevada, the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, dated May 2006 the Standard Specifications, dated May 2006 and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are entitled:

COUNTY OF NEVADA;
DEPARTMENT OF PUBLIC WORKS
SPECIAL PROVISIONS, BIDDING AND CONTRACT DOCUMENTS FOR
Newtown Road Class II Bike Lane Project

IN

NEVADA COUNTY

The project plans for the work to be done were approved _____ and are entitled:

COUNTY OF NEVADA;
DEPARTMENT OF PUBLIC WORKS
PROJECT PLANS FOR

Newtown Road Class II Bike Lane Project

IN

NEVADA COUNTY

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices 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 nature of the work aforesaid, or from the action 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 the NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS, 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 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 under them, to wit:

BID ITEM LIST – CONTRACT NO. 229620 / FEDERAL CONTRACT NO. CMLL-5917(070)

ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	TOTAL AMOUNT
	BASE BID				
1.	TRAFFIC CONTROL	LS	1		
2.	CLEARING & GRUBBING	LS	1		
3.	CONTRACTOR SUPPLIED BIOLOGIST	LS	1		
4.	CONSTRUCTION STAKING	LS	1		
5.	EARTHWORK (Final Pay)	CY	1700		
6.	ASPHALT CONCRETE (Type B)	TON	1300		
7.	AGGREGATE BASE (Class 2)	CY	2230		
8.	IMPORTED BORROW	CY	1200		
9.	CULVERT PIPE (36" HDPE)	LF	94		
10.	CULVERT PIPE (24" HDPE)	LF	197		
11.	CULVERT PIPE (18" HDPE)	LF	26		
12.	CULVERT PIPE (15" HDPE)	LF	128		
13.	CULVERT PIPE (12" HDPE)	LF	180		
14.	DRAIN INLET (30")	EA	1		
15.	CONCRETE HEADWALL	EA	2		
16.	AC DIKE (Type A)	LF	1060		
17.	AC PAVED DITCH	LF	1575		
18.	AC PAVED TRAP DITCH	LF	311		
19.	AC "V" DITCH	LF	100		
20.	AC OVERSIDE DRAIN	EA	3		
21.	AC DRIVEWAYS	SF	7220		
22.	ROCK SLOPE PROTECTION (No. 1)	CY	11		
23.	ROCK SLOPE PROTECTION (No. 2)	CY	15		

24.	INSTALL NEW SIGNS	EA	10		
25.	FENCES (WIRE)	LF	410		
26.	FENCES (WOOD 6-FT)	LF	60		
27.	LEAD COMPLIANCE PLAN	LS	1		
28.	THERMOPLASTIC ROAD STRIPING & MARKINGS	LS	1		
29.	EROSION CONTROL (SWPPP)	LS	1		
30.	AC OVERLAY 0.15'	TON	1400		
31.	FABRIC	SF	2000		
32.	2" TO 3" CLEAN CRUSHED ROCK	CY	100		
33.	ROCK EXCAVATION	CY	100		
Construction Total in Figures					
Construction Total in Words					

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

APPROVED:

**STATE OF CALIFORNIA
COUNTY OF NEVADA**

Date: _____

By _____
Chair, Board of Supervisors

Date: _____

By _____
Contractor

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

License No. _____

Federal Employer Identification

Number _____

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The County of _____, acting by and through the Department of Public Works, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _____ SS

On this _____ day of _____ in the year 20 ____ before me _____, personally appeared _____, personally known to me (or proved to me

Attorney-in-fact

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged 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

COUNTY OF NEVADA
DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the County of _____, 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:

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 City / County of _____ in the sum of \$ _____ dollars (\$ _____), to be paid to said City / 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 City / County of _____, 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 claims 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.

FEDERAL MINIMUM WAGE RATES

See the Federal Website, <http://www.wdol.gov/> for current rates. Rates that are current at the time of bid will be attached and included in the contract.