

**COUNTY OF NEVADA  
STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS**

**Book 1 of 2**

**BIDDING DOCUMENTS, SPECIFICATIONS AND  
CONTRACT DOCUMENTS  
FOR**

**Road Safety Signing Audit and Sign Installation Project - Phase 2  
FEDERAL NO.: HRRRL-5917 (093)  
COUNTY CONTRACT NO.: 225032**

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**For use in Connection with Standard Specifications and Standard Plans Dated  
May 2015 of the California Department of Transportation, and the  
Labor Surcharge and Equipment Rental Rates  
in effect on the date the work is accomplished.**

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**Bids Due:3:00 P.M., May 6, 2019**



# IMPORTANT SPECIAL NOTICE

- Attention is directed to Section 1-1.01, “General,” of the Amendments to the Standard Specifications, Dated May 2015, 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.”
- 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.**



*Patrick Perkins*

REGISTERED CIVIL ENGINEER

COUNTY OF NEVADA  
DEPARTMENT OF PUBLIC WORKS  
**NOTICE TO BIDDERS**  
**CONTRACT NO. - 225032**  
**FEDERAL NO. – HRRRL-5917 (093)**

Sealed bids for the work on the plans entitled:

**NEVADA COUNTY DEPARTMENT OF PUBLIC WORKS Road Safety Signing Audit and Sign Installation Project - Phase 2**

will be received at  
County of Nevada, Purchasing Division  
c/o the Auditor Controller's Office  
950 Maidu Avenue, 2<sup>nd</sup> Floor, Suite 230  
Nevada City, California, 95959

until **3:00 p.m. May 6, 2019**; Attention: at which time they will be publicly opened and read.

**DESCRIPTION OF WORK:**

The project in general will remove, install and replace various road signs along twenty six (26) Nevada County roads. Those roads are: Tyler Foote Crossing Road, Oak Tree Road, Newtown Road, Lake Vera-Purdon Road, Red Dog Road, Gracie Road, Banner Lava Cap Road, Idaho-Maryland Road, Brunswick Road, East Bennet Road, You Bet Road, Empire Street, Rattlesnake Road, Allison Ranch Road, Auburn Road, Ridge Road, Rough and Ready Highway, Alta Street, Mooney Flat Road, Ball Street, Francis Drive, Lawrence Way, Gary Way, Lime Kiln Road, Wolf Road, and Garden Bar Road. The project will involve removal of existing posts and signs, installing new posts and signs, and replacing existing signs on existing posts. It will be required to perform traffic control, trim trees and deliver the removed signs and posts to the Nevada County Corporation Yard 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 \$913,000.00.

**WORKING DAYS:**

The project has 75 working days.

**PRE-BID MEETING:** There is no pre-bid meeting scheduled for this project.

The DBE contract goal is 11.0 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 and a combination of classes required by the categories and types of work included in this contract at the time the bid is submitted. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Inquiries or or- questions concerning this project shall be submitted online via Public Purchase in the Question/Answer section of the bid on or before the bid opening date. County makes no assurances that questions received within ten (10) days of the bid opening date will be answered prior to bid opening.

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](http://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](http://www.mynevadacounty.com/nc/igs/purchasing). Potential offerors must register with the county in order to be notified of addenda and other notices. To register, please go to:

<http://www.publicpurchase.com/gems/Nevadacounty.ca/buyer/public/home> for assistance registering please call Desiree Belding, Deputy Purchasing Agent at 530-265-1557

Official copies of the contract documents for bidding may be downloaded free of charge at the following link: [www.mynevadacounty.com/purchasing](http://www.mynevadacounty.com/purchasing). Alternately, these documents may be purchased for approximately \$35.00 (\$40.00 if mailed) in person at the Purchasing Division, 950 Maidu Ave, Nevada City, Ca

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/Public-Works/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](http://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.

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The County of Nevada reserves the right to reject any or all bids,

COUNTY OF NEVADA

BOARD OF SUPERVISORS  
STATE OF CALIFORNIA

Dated:

4/9/2019

By:

hjh

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

**Special Provisions**

For

**Road Safety Signing Audit and Sign Installation Project - Phase 2**

County Contract No. 225032  
Federal Contract No. HRRRL-5917(093)

**SECTION 1. GENERAL PROVISIONS**

The work embraced herein shall be done in accordance with the Standard Specifications dated May 2015 and the Standard Plans dated May 2015, 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 5-1.02, "Contract components," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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. BIDDING

### **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 Non-Collusion Affidavit is included in the Bid book. Signing the Bid book shall also constitute signature of the Non-Collusion 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.

Add to section 2-1.01 General:

### **2-1.01 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.

### **2-1.12 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 **11 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](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.

### **2-1.43 BID OPENING**

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

### **2-1.50 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.

## **SECTION 3. CONTRACT AWARD AND EXECUTION**

Add to Section 3-1.01 General:

The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," 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:

County of Nevada  
Department of Public Works  
950 Maidu Avenue, 1<sup>st</sup> Floor, Suite 170  
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, 1<sup>st</sup> Floor, Nevada City, CA 95959.

### **3-1.04 CONTRACT AWARD.**

**Replace section 3-1.04 with:**

Submit any bid protests to the Nevada County Public Works Department.

If the Department awards the contract, the award is made to the lowest responsible bidder within 90 days after bid opening. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. All bids will be compared on the basis of the Combined Engineer's Estimate of the quantities of work to be done. The right is reserved to reject any and all proposals.

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the County so that it is received within **10 days** 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:

County of Nevada  
Department of Public Works  
950 Maidu Avenue 1<sup>st</sup> Floor, Suite 170  
Nevada City, CA 95959

Exhibit 15-G Construction Contract DBE Commitment form is included in the Bid book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

The successful bidder's Exhibit **15-G** Construction Contract DBE Commitment form should include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful bidder certified as a DBE should describe the work it has committed to performing with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful bidder is encouraged to submit a copy of the joint venture agreement. Exhibit 15-G Construction Contract DBE Commitment form shall be completed and returned to Nevada County Department of Public Works by the successful bidder with the executed contract and contract bonds.

### **3-1.05 CONTRACT BONDS (PUB CONT CODE 10221 AND 10222).**

#### **Replace section 3-1.05 with:**

Contractor shall provide, at the time of the execution of the agreement or contract for work, and at his own expense, a surety bond ("Performance Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the faithful performance of said agreement within the time prescribed, in a manner satisfactory to the Engineer, and that all materials and workmanship will be free from original or developed defects. This Performance Bond must remain in effect until the end of all warranty periods set forth in the Specifications.

Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond ("Payment Bond") in an amount equal to at least 100 percent (100%) of the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said agreement. This Payment Bond shall be maintained by the Contractor in full force and effect until the work is accepted by the State and until all claims for materials and labor are paid, and shall otherwise comply with Civil Code. Sureties on each of said bonds shall be satisfactory to the County Attorney.

Should any bond become insufficient, the Contractor shall renew the bond within ten (10) working days after receiving notice from the Engineer.

Should any Surety at any time be unsatisfactory to the County, notice will be given the Contractor to that effect. No further payments shall be deemed due or will be made under said agreement until a new Surety shall qualify and be accepted by the County.

Changes in said agreement of extensions of time, made pursuant to the agreement, shall in no way release the Contractor or Surety from its obligations. Notice of such changes or extensions shall be waived by the Surety.

#### **Delete section 3-1.08.**

#### **Delete section 3-1.11.**

#### **Replace section 3-1.12 with:**

##### **3-1.12 CALTRANS BIDDER - DBE INFORMATION FORM**

Complete and sign Exhibit 15-G Construction Contract DBE Commitment form 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 County encourages you to submit a copy of the joint venture agreement.)

#### **Add to section 3-1.13:**

In the *Subcontractor List*, you must submit each subcontracted bid item number and corresponding percentage with your bid and each subcontractors Department of Industrial Relations Registration Number.

#### **Replace section 3-1.18 with:**

The successful bidder must sign the *Contract*.

Deliver to the Office Engineer:

1. Signed *Contract* including the attached Form FHWA-1273



Deliver to the Office Engineer:

1. Signed *Contract* including the attached Form FHWA-1273
2. Contract bonds
3. Documents identified in section 3-1.07
4. For a federal-aid contract, *Caltrans Bidder - DBE Information* form

The Office Engineer must receive these documents before the 5th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont. Code §§ 10181, 10182, and 10183).

## SECTION 4. SCOPE OF WORK

### **4-1.03 DESCRIPTION OF WORK.**

The project in general will remove, install and replace various road signs along twenty six (26) Nevada County roads. Those roads are: Tyler Foote Crossing Road, Oak Tree Road, Newtown Road, Lake Vera-Purdon Road, Red Dog Road, Gracie Road, Banner Lava Cap Road, Idaho-Maryland Road, Brunswick Road, East Bennet Road, You Bet Road, Empire Street, Rattlesnake Road, Allison Ranch Road, Auburn Road, Ridge Road, Rough and Ready Highway, Alta Street, Mooney Flat Road, Ball Street, Francis Drive, Lawrence Way, Gary Way, Lime Kiln Road, Wolf Road, and Garden Bar Road. The project will involve removal of existing posts and signs, installation of new posts and signs, and replacing existing signs on existing posts. It will be required to perform traffic control, trim trees and deliver the removed signs and posts to the Nevada County Corporation Yard and other such items that are required by plans, these special provisions and the standard specifications.

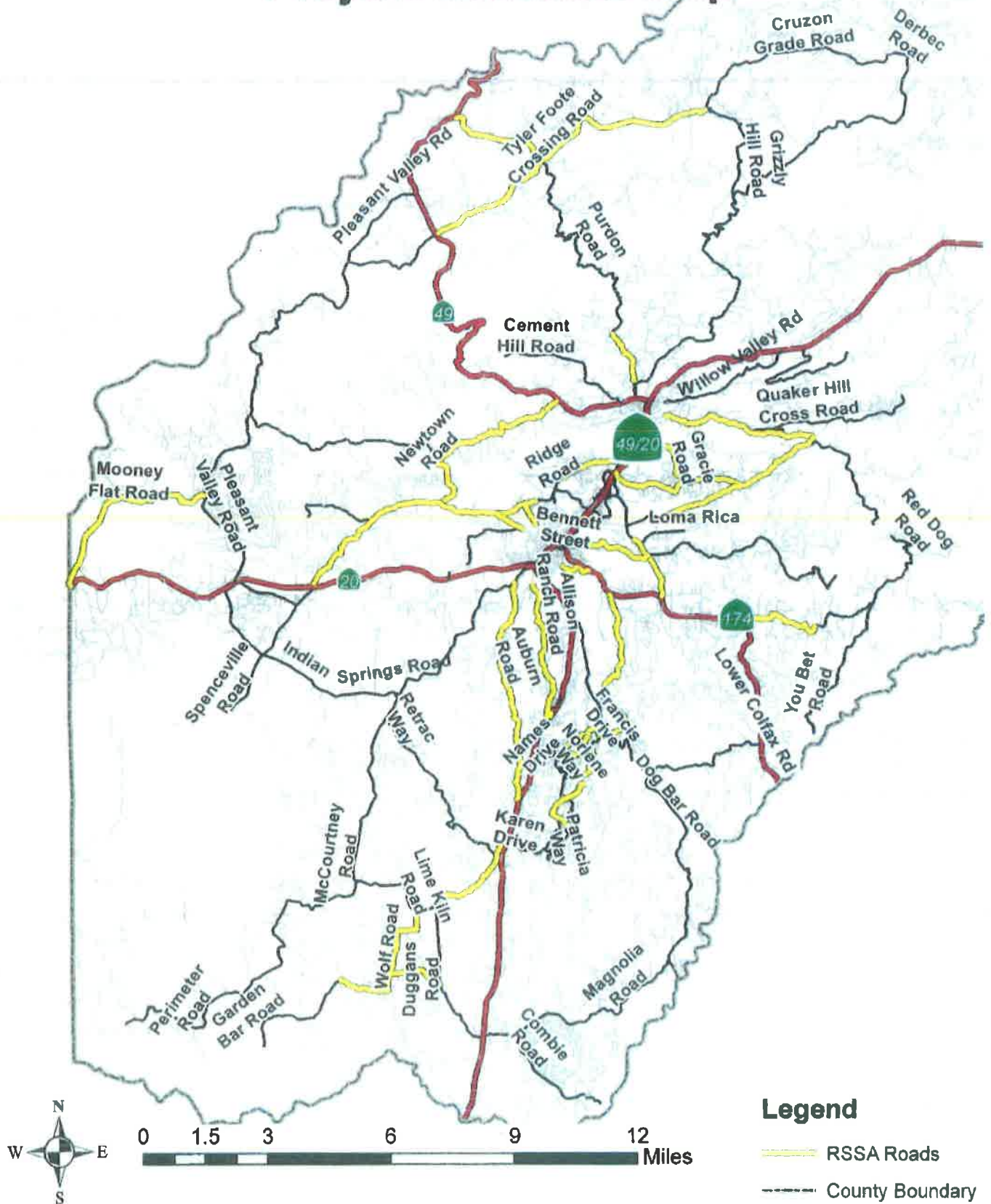
The road side signs modifications are expected:

Remove Exist Sign	Remove Exist Sign and Post	Replace Sign on Exist Post	Sign & Post to be Replaced	Relocate Sign on New Post	Install New sign	Install new Sign & Post
225	243	488	189	117	129	892

**A summary of signs is listed in Book 2 of the project bidding documents**

**Roadway locations are shown below**

# Road Safety and Signing Audit Project Location Map





#### **4-1.06 DIFFERING SITE CONDITIONS.**

Attention is directed to Section 4-1.06, "Differing Site Conditions," of the Standard Specifications.

The following shall be substituted for Section 4-1.06, "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 5-1.43C, "Supplemental Potential Claim Record," 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.

#### **4-1.13 CLEAN-UP**

Attention is directed to Section 4-1.13, "Clean-Up," of the Standard Specifications.

Clean-up shall consist of removing and disposing of all construction materials in connection with work. All parts of the work shall be left in a neat presentable condition.

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.

## **SECTION 5. CONTROL OF WORK**

### **5-1.13 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.

#### **Add to section 5-1.13B**

### **5-1.13B 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 DBE 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.

**Add to section 5-1.32:**

**5-1.32 AREAS FOR CONTRACTOR'S USE.**

Attention is directed to Section 5-1.32, "Areas for Use," of the Standard Specifications.

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 City of Grass Valley Public Works Department 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.

**Add to section 5-1.36**

**5-1.36 PRESERVATION OF PROPERTY.**

In addition to Section 5-1.36, "Property and Facility Preservation," 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 20-3.02C (3), "Planting Plants," of the Standard Specifications.

**Add to section 5-1.36D Non-highway Facilities:**

**5-1.36D COORDINATION WITH PUBLIC UTILITIES.**

Attention is directed to Section 5-1.36D, "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.

**Add to section 5-1.36D Non-highway Facilities:**

**5-1.36D OBSTRUCTIONS.**

Attention is directed to Section 5-1.36D, "Non-Highway Facilities," and Section 15, "Existing 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

**SECTION 6-1 CONTROL OF MATERIALS**

**6-1.04A 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 United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (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.**

#### **6-1.04 BUY AMERICA REQUIREMENTS.**

**Add to section 6-1.04C Steel and iron materials:**

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

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
2. If the total combined cost of the materials 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.

### **SECTION 6-2 QUALITY ASSURANCE**

**Add to section 6-2 General:**

#### **6-2.01 QUALITY ASSURANCE**

Attention is directed to Section 6-2.01, "Quality Assurance," of the Standard Specifications.

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.

**Add to section 6-2.01 General:**

#### **6-2.01F 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

## SECTION 7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-102I Government Code

### **7-1.02I 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 7-1.02I (2), "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.

### **7-1.02K(2) PREVAILING WAGE.**



Attention is directed to Section 7-1.02K (2), "Wages," 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](http://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 7-1.02K (3), "Certified Payroll Records, (Labor Code 1776)" 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 requirement.

Add to section 7-1.04 Public Safety

#### **7-1.04 PUBLIC SAFETY.**

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special 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 7-1.04, "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 12-3.20, "Type K Temporary Railing," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 2015 Standard Plan T3A, 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.

#### **7-1.06 INSURANCE.**

Section 7-1.06C shall be modified to increase the Employers Liability Insurance to not less than:

1. \$2,000,000 for each accident for injury by accident
2. \$2,000,000 policy limit for bodily injury by disease
3. \$2,000,000 for each employee for bodily injury by disease.

Section 7-1.06D (2) shall be modified to require not less than \$2,000,000 for each occurrence.

Section 7-1.06E shall be modified to required a minimum of \$2,000,000 automobile liability insurance

## SECTION 8. PROSECUTION AND PROCESS

**Add to section 8-1.02 Schedule:**

### **8-1.02 PROGRESS SCHEDULE.**

A progress schedule shall be submitted to the Engineer in accordance with Section 8-1.02, "Schedule," of the State Standard Specifications. The schedule shall be prepared using the critical path method (CPM) format.

**Add to section 8-1.04:**

### **8-1.04 START OF JOB SITE ACTIVITIES**

Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities;" in Section 8-1.05 "Time;" and in Section 8-1.10, "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 **75 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.

**Add to section 8-1.05 Time:**

### **8-1.05 TIME**

Construction activity is limited to between 7 a.m. and 7 p.m. Monday through Friday, and between 8 a.m. and 6 p.m. on Saturday. No work is permitted on Sunday.

## SECTION 9. PAYMENT

**Add to section 9-1.03 Payment Scope:**

### **9-1.03 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.

**Add to section 9-1.16 Progress Payment:**

**9-1.16 PAYMENTS.**

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

Section 9-1.16E, "Progress Withholds" 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 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of 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 5-1.46, "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

**Add to Section 9-1.16 PAYMENTS:**

**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.



**Add to section 9-1.16D Mobilization:**

**9-1.16D PROJECT MOBILIZATION**

Mobilization shall conform to the provisions in Section 9-1.16D, "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.

**Add to section 9-1.16 Progress Payment:**

**9-1.17 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.

**9-1.22 ARBITRATION.**

Effective January 1, 2017 Public Contract Code §9204, as enacted by AB 626, establishes a claim resolution process required for public works projects. In the event of any conflict between the provisions of Article XXI and Public Contract Code §9204, the provisions of the Public Contract Code shall prevail. The entire section can be found at the following link: [https://leginfo.ca.gov/faces/codes\\_displayTest.xhtml?lawCode=PCC&division=2.title=&part=1.chapter=9.&article](https://leginfo.ca.gov/faces/codes_displayTest.xhtml?lawCode=PCC&division=2.title=&part=1.chapter=9.&article)

## **DIVISION II GENERAL CONSTRUCTION**

### **SECTION 10-1. GENERAL**

#### **10-1.05 DUST CONTROL**

Dust control shall conform to the provisions in Section 10-5, "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 10-6, "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.

### **SECTION 12-4 MAINTAINING TRAFFIC**

#### **Add to section 12-4.01 General:**

#### **12-4.01 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.03, "Public convenience", 7-1.04, "Public Safety", and 12-3, "Temporary 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 7-1.04.

Illuminated traffic cones when used during the hours of darkness shall be affixed or covered with reflective cone sleeves as specified in Section 12-3.02, "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.**

**Add to section 12-4.02 Traffic Control Systems:**

#### **12-4.02 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

A traffic control system shall consist of closing traffic lanes in accordance with Section 12, "Temporary Traffic Control," of the Standard Specifications, the provisions under Section 12-4, "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 7-1.04, "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 12-3.11B(3), "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 12-1.04, "Payment" is deleted.

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

## **SECTION 12-6 TEMPORARY PAVEMENT DELINEATION**

**Add to section 12-6:**

### **12-6.01 GENERAL.**

Order of work shall conform to the provisions in Section 5-1.01, "Control 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.

## **SECTION 14. ENVIRONMENTAL STEWARDSHIP**

### **14-1.01 ENVIRONMENTAL STEWARDSHIP.**

Attention is directed to Section 14-1.01, "General" of the Standard Specifications.

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

**Add to section 14-2.03:**

### **14-2.03 PROTECTION OF ARCHAEOLOGICAL ARTIFACTS.**

Attention is directed to Section 14-2.03, "Archaeological Resources," of the Standard Specifications.

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.

## **Add to section 14-8.02 Noise Control**

### **14-8.02 NOISE CONTROL REQUIREMENTS.**

Sound control shall conform to the provisions in Section 14-8.02, "Noise Control," 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.

## **Add to section 14-11.02 Discovery of Unanticipated Asbestos and Hazardous Waste:**

### **14-11.02 NATURALLY OCCURRING ASBESTOS (NOA)**

In addition to Section 14-11.02, "Discovery of Unanticipated Asbestos and Hazardous Substances," of Standard Specifications, the following shall apply:

The Northern Sierra Air Quality Management District (NSAQMD) enforces the Statewide Asbestos Airborne 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 meet 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.

### **Add to section 14-11.03 Hazardous Waste Management:**

#### **14-11.03 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 8-1.07, "Delays," of the Standard Specifications.

## **SECTION 15. EXISTING FACILITIES**

### **15-1.01 EXISTING FACILITIES**

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

## **SECTION 17. GENERAL**

### **17-2.03E LIMB CLEARING**

Vegetation shall be cleared and grubbed only to the extent necessary to install the new signs. Contractor will also need to trim certain trees and bushes in order for the new signs to be visible. Unless directed by the Engineer, there shall be no trees removed.



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.

Payment for all limb clearing shall be included in other items of work and no additional compensation shall be made.

## **DIVISION IX. TRAFFIC CONTROL DEVICES**

### **SECTION 82-3. SIGNS AND MARKERS**

#### **82-9.03F REMOVE EXISTING ROADSIDE SIGN**

Existing roadside signs, at locations shown on plans to be removed, shall be removed (sign only), signs separated from the post, and taken to the Nevada County Maintenance Yard at 12548 Loma Rica Drive, Grass Valley.

Existing roadside signs shall not be removed until the existing signs are no longer required for the direction of public traffic.

The contract price paid under the contract item 'Remove Roadside Sign' shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work and no additional compensation will be allowed.

#### **82-9.03G REMOVE EXISTING ROADSIDE SIGN & POST**

Existing roadside signs and posts, at locations shown on plans to be removed, shall be removed (sign and post), signs separated from the post, signs and posts shall be taken to the Nevada County Maintenance Yard at 12548 Loma Rica Drive, Grass Valley.

Existing roadside signs shall not be removed until the existing signs are no longer required for the direction of public traffic.

The contract price paid under the contract item 'Remove Existing Roadside Sign & Post' shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all work and no additional compensation will be allowed.

#### **82-9.03H REPLACE ROADSIDE SIGNS ON EXISTING POST**

Existing roadside signs, at locations shown on plans to be replaced, shall be removed (sign only) signs separated from the posts, and taken to the Nevada County Maintenance Yard at 12548 Loma Rica Drive, Grass Valley.

New roadside signs shall be installed on the existing post as shown on the plans and shall conform to the provisions in Section 82, "Signs and Markers," of the Standard Specifications and these Special Provisions.

The contract price paid under the contract item 'Replace Roadside Sign on Existing Post' shall include full compensation for furnishing all labor, materials(post, sign, bolts, etc.),, tools, equipment and incidentals for doing all work and no additional compensation will be allowed



### **82-9.03I SIGN AND POST TO BE REPLACED**

Existing roadside signs and posts, at locations shown on plans to be replaced, shall be removed (sign and post) signs separated from the posts, and taken to the Nevada County Maintenance Yard at 12548 Loma Rica Drive, Grass Valley.

New roadside signs shall be placed on a new post with a sign as shown on the plans and shall conform to the provisions in Section 82, "Signs and Markers," of the Standard Specifications and these Special Provisions.

Replaced signs shall be installed on a new steel "Uni-Strut" post or approved equivalent. Wood posts shall not be used for replaced signs.

The contract price paid under the contract item 'Sign and Post to be Replaced' shall include full compensation for furnishing all labor, materials(post, sign, bolts, etc.), tools, equipment and incidentals for doing all work and no additional compensation will be allowed.

### **82-9.03J RELOCATE EXISTING ROADSIDE SIGN ON NEW POST**

Existing roadside signs shall be relocated on a new post at locations shown on the plans or as directed by the Engineer. The location, height, spacing and lateral offset of the sign and post from various roadway and roadside features shall be in accordance with pertinent provisions and details shown in the California Manual of Uniform Traffic Control Devices, 2014 Edition.

Relocated signs shall be installed on a new steel "Uni-Strut" post or approved equivalent. Wood posts shall not be used for relocated signs.

Existing roadside signs shall not be relocated until the existing signs are no longer required for the direction of public traffic.

The contract price paid under the contract item 'Relocate Roadside Sign on new Post' shall include full compensation for furnishing all labor, materials (post, bolts, etc.), tools, equipment and incidentals for doing all work and no additional compensation will be allowed.

### **82-9.03K INSTALL NEW ROADSIDE SIGN**

New roadside signs shall be installed at locations shown on the plans or as directed by the Engineer. The location, height, spacing and lateral offset of the sign and post from various roadway and roadside features shall be in accordance with pertinent provisions and details shown in the California Manual of Uniform Traffic Control Devices, 2014 Edition.

New signs shall be installed on an existing post

New signs shall be covered until such time that they are placed in service. Existing roadside signs shall not be relocated or removed until the new signs are installed and the existing signs are no longer required for the direction of public traffic. Once the new roadside signs are placed in service, the existing roadside signs to be removed immediately or they shall be covered until such time that they are removed.

The contract price paid under the contract item 'Install New Roadside Sign' shall include full compensation for furnishing all labor, materials (sign, bolts, etc.), tools, equipment and incidentals for doing all work and no additional compensation will be allowed.

### **82-9.03L INSTALL NEW ROADSIDE SIGN AND POST**

New roadside signs shall be installed on a new post at locations shown on the plans or as directed by the Engineer. The location, height, spacing and lateral offset of the sign and post from various roadway and roadside

features shall be in accordance with pertinent provisions and details shown in the California Manual of Uniform Traffic Control Devices, 2014 Edition.

New signs shall be installed on a new steel "Uni-Strut" post or approved equivalent. Wood posts shall not be used.

The contract price paid under the contract item 'Install New Roadside Sign and Post' shall include full compensation for furnishing all labor, materials (sign, post, bolts, etc.),, tools, equipment and incidentals for doing all work and no additional compensation will be allowed. Additional payment shall not be made if more than one post supports a sign.

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

CONTRACT NUMBER - 225032  
FEDERAL NUMBER - HRRRL-5917 (093)

NAME OF BIDDER Safety Network Traffic Signs, Inc.

BUSINESS ADDRESS 2310 N. Larkin Ave

CITY, STATE, ZIP Fresno, CA 93727

TELEPHONE NUMBER: AREA CODE (559) 721-2728

CONTRACTOR LICENSE NO. 1001569

EMAIL ADDRESS: leonard@snsigns.net

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: **Road Safety Signing Audit and Sign Installation Project - Phase 2**

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:

<b>BID ITEM LIST - CONTRACT NO. 225032 / FEDERAL CONTRACT NO. HRRRL-5917(093)</b>					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATE D QUANTITY	ITEM PRICE	TOTAL AMOUNT
1.	Mobilization	LS	1	38,000 <sup>-</sup>	38,000 <sup>-</sup>
2.	Traffic Control	LS	1	50,000 <sup>-</sup>	50,000 <sup>-</sup>
3.	Erosion Control Plan/Lead Compliance Plan	LS	1	650 <sup>-</sup>	650 <sup>-</sup>
4.	Project Management	LS	1	25,000 <sup>-</sup>	25,000 <sup>-</sup>
5.	Remove Existing Roadside Sign	EA	225	150 <sup>-</sup>	33,750 <sup>-</sup>
6.	Remove Existing Roadside Sign & Post	EA	243	275 <sup>-</sup>	66,825 <sup>-</sup>
7.	Replace Sign on Existing Post	EA	488	250 <sup>-</sup>	122,000 <sup>-</sup>
8.	Sign and Post to be Replaced	EA	189	450 <sup>-</sup>	85,050 <sup>-</sup>
9.	Relocate Existing sign on New Post	EA	117	375 <sup>-</sup>	43,875 <sup>-</sup>
10.	Install New Roadside Sign	EA	129	250 <sup>-</sup>	32,250 <sup>-</sup>
11.	Install New Roadside Sign and Post	EA	892	425 <sup>-</sup>	379,100 <sup>-</sup>
Construction Total in Figures				876,500.00	
Construction Total in Words				Eight hundred seventy-six thousand, five-hundred dollars	

**CONTRACT AWARD WILL BE BASED ON GRAND TOTAL BID**

## OF ITEMS 1-11 LISTED ABOVE

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 2-1.10, "Subcontractors List," of the Standard Specifications and Section 2-1.01, "General," of these special provisions.

**\* Bidders (or their selected subcontractor) MUST submit separate experience statement detailing recent experience. Failure to complete the experience statement (page 46) will result in bid disqualification.**



### SUBCONTRACTOR LIST

Listed hereunder is the name, Contractor's license number, the address of place of business, and the category of the work on the Contract for each subcontractor who will perform work or labor or render service to the undersigned bidder in or about the construction of the work hereinabove described, in excess of one-half of one percent (0.5%) of the total bid, if the contract for the said work is awarded to the undersigned.

(Attach additional sheet, if necessary, and note attachment on this page.)

Name of Subcontractor	Contractor's License #	DIR Registration Number	Location of Business	Category of Work To Be Performed	% of Total Work
NO SUB CONTRACTORS					

  
Signature of Contractor

## EXPERIENCE STATEMENT

The following outline is a record of the bidder's or subcontractor's recent experience in construction of a type similar in magnitude and character to that contemplated under this contract. Additional numbered pages shall be attached to this page as required. Each page shall be headed "Experience Statement" and signed.

### **FAILURE TO COMPLETE WILL RESULT IN BID DISQUALIFICATION**

- 1.) PROJECT NAME: Sign Inventory Replacement Project  
DATE: January 2019  
INSPECTOR NAME: Adam McClure - Town of Hillsborough  
PHONE #: (650) 375-7526  
CONTRACT AMOUNT: \$ 270,000  
WORK PERFORMED: manufactured and installed traffic signs
- 2.) PROJECT NAME: Citywide Sign Replacement Project  
DATE: November 2018  
INSPECTOR NAME: David Gilbertson - City of Covina  
PHONE #: (626) 384-5491  
CONTRACT AMOUNT: \$ 148,000  
WORK PERFORMED: manufactured and installed traffic signs
- 1.) PROJECT NAME: Regulatory Street Sign Replacement Project  
DATE: November 2016  
INSPECTOR NAME: Bill Gallagher - City of Concord  
PHONE #: (925) 671-3113  
CONTRACT AMOUNT: \$ 250,000  
WORK PERFORMED: manufactured and installed traffic signs
- 2.) PROJECT NAME: Citywide Street Name Sign Replacement Project  
DATE: May 2019  
INSPECTOR NAME: Amanda Hamilton - City of Duarte  
PHONE #: (626) 357-7931  
CONTRACT AMOUNT: \$ 250,000  
WORK PERFORMED: manufacture and install street name signs

  
Signature of Contractor

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 Safety Network Traffic Signs, Inc. proposed subcontractor not applicable, hereby certifies that he has X, 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.

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**Non-Collusion 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 Non-Collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-Collusion 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.

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## **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 sub recipients 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

## **ATTACHMENTS**

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

## **I. GENERAL**

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

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

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

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

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

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

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

## **II. NONDISCRIMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are



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

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

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

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

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

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

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

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

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

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

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

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

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

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



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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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



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

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

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

#### 4. Apprentices and trainees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general 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.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.



## 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 CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1    26.1  23.6
180	SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9   28.3  21.5  19.0  19.7  24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	   16.9  18.2

For 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.

## Training

This section applies if a number of trainees or apprentices are specified in the special provisions.

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

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the County of Nevada:

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 journeymen 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.

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.

The County of Nevada reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training

2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:

- 2.1. Contribute to the cost of the training

- 2.2. Provide the instruction to the apprentice or trainee

- 2.3. Pay the apprentice's or trainee's wages during the off-site training period

3. If you comply this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

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



# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

## 1. Type of Federal Action:

☐

- a. contract
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

## 2. Status of Federal Action:

☐

- a. bid/offer/application
- b. initial award
- c. post-award

## 3. Report Type:

☐

- a. initial
- b. material change

### For Material Change Only:

year \_\_\_\_\_ quarter \_\_\_\_\_  
date of last report \_\_\_\_\_

## 4. Name and Address of Reporting Entity

☐

Prime

☐

Subawardee

Tier \_\_\_\_\_, if known

## 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

## 6. Federal Department/Agency:

Congressional District, if known

## 7. Federal Program Name/Description:

CFDA Number, if applicable \_\_\_\_\_

## 8. Federal Action Number, if known:

## 9. Award Amount, if known:

## 10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)

## b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

## 11. Amount of Payment (check all that apply)

\$ \_\_\_\_\_ ☐ Actual ☐ planned

## 12. Form of Payment (check all that apply):

☐

a. cash

☐

b. in-kind; specify: nature \_\_\_\_\_  
value \_\_\_\_\_

## 13. Type of Payment (check all that apply)

☐

a. retainer

☐

b. one-time fee

☐

c. commission

☐

d. contingent fee

☐

e. deferred

☐

f. other, specify \_\_\_\_\_

## 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:

(attach Continuation Sheet(s) if necessary)

## 15. Continuation Sheet(s) attached:

Yes

☐

No

☐

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.

Signature: \_\_\_\_\_

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

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

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

**Federal Use Only:**

Authorized for Local Reproduction  
Standard Form - LLL

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 sub awardee 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 sub award recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the first tier. Sub awards 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.

Accompanying this proposal is Bidder's Bond

(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.*

Safety Network Traffic Signs, Inc.  
Russ Johnson - President

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

License No. 1001569 Classification(s) D42


**ADDENDA -** This Proposal is submitted with respect to the changes to the contract included in addenda number/s 1

(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: 5/6/2019

  
**Sign  
Here**

  
Business Manager  
Signature and Title of Bidder

Business Address 2310 N. Larkin Ave.

Place of Business Fresno, CA 93727

Place of Residence Fresno, CA



**COUNTY OF NEVADA  
DEPARTMENT OF PUBLIC WORKS**

Bond No. AZ1039

**BIDDER'S BOND**

We, Safety Network Traffic Signs, Inc.

as Principal, and

Western National Mutual Insurance Company

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 Road Safety Signing Audit and Sign Installation Project - Phase 2

**\*\*see below**

*(Copy here the exact description of work, including location as it appears on the proposal)*

for which bids are to be opened at Nevada City, CA on May 6, 2019

*(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: May 6, 2019.

Safety Network Traffic Signs, Inc.

  
Principal

Russ Johnson, President/Corporate Secretary

Western National Mutual Insurance Company

Surety

By



Ethan Baker, Attorney-in-fact

\*10% of total amount of bid not to exceed: One Hundred Seventeen Thousand and 00/100 Dollars (\$117,000.00)

\*\*The project in general will remove, install and replace various road signs along twenty six (26) Nevada County roads. Those roads are: Tyler Foote Crossing Road, Oak Tree Road, Newtown Road, Lake Vera-Purdon Road, Red Dog Road, Gracie Road, Banner Lava Cap Road, Idaho-Maryland Road, Brunswick Road, East Bennet Road, You Bet Road, Empire Street, Rattlesnake Road, Allison Ranch Road, Auburn Road, Ridge Road, Rough and Ready Highway, Alta Street, Mooney Flat Road, Ball Street, Francis Drive, Lawrence Way, Gary Way, Lime Kiln Road, Wolf Road, and Garden Bar Road. The project will involve removal of existing posts and signs, installing new posts and signs, and replacing existing signs on existing posts. It will be required to perform traffic control, trim trees and deliver the removed signs and posts to the Nevada County Corporation Yard and other such items that are required by plans, standard specifications or these special provisions shall be performed.

## CERTIFICATE OF ACKNOWLEDGEMENT

State of Arizona

County of Maricopa SS

On this 6th May day of in the year 20 19 before  
me

Sydney Epema, personally appeared Ethan Baker

*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*

\*Western National Mutual Insurance Company



Exhibit 15-G Local Agency Bidder DBE Commitment (Construction Contracts)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

LOCAL AGENCY: County of Nevada LOCATION: Nevada County, CA

PROJECT DESCRIPTION: Road Safety Signing Audit and Sign Installation Project - Phase 2

TOTAL CONTRACT AMOUNT: \$ 876,500.00

BID DATE: 5/6/2019

BIDDER'S NAME: Safety Network Traffic Signs, Inc.

CONTRACT DBE GOAL: 11%

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
6,7,8,9,10,11	Signs and Posts	34479	Sam's Equipment	165,139.52

**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 \$ 165,139.52  
11 %

  
Signature of Bidder

5-6-2019 559-721-2728  
Date (Area Code) Tel. No.

**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.



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

Federal-aid Project No. HRRRL-5917 (093) Bid Opening Date 5-6-2019

The (County of Nevada) established a Disadvantaged Business Enterprise (DBE) goal of 11 % 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
<u>none</u>	<u>n/a</u>

- 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
<u>Sam's Equipment and Supplies</u>	<u>4-26-2019</u>	<u>email 5-6-19</u>

- 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
no labor - materials only				

- 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:

none

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

n/a

- 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:

none

- 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:

none

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
none		

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

none

**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.





The relationship company

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute and appoint: Michael D. Williams, Jeremy Crawford, Andrea Haight, Michael Konzen, William Gerber, Tanya Fukushima, Ethan Baker and Sydney Epema

CCI Surety, Inc. (#0099477)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings, recognizances or other written obligations in the nature thereof, (other than ball bonds, bank depository bonds, mortgage guaranty bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2015.

Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF DAKOTA

On this 16th day of December, 2015, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public  
My commission expires January 31, 2021

## CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Signed and sealed at the City of Edina, MN this 16th day of May, 2019

Jennifer A. Young, Assistant Secretary





**Sam's Equipment & Supplies**  
**P.O. Box 7797**  
**Fresno, CA 93747-7797**  
**S.B./D.V.B.E./D.B.E./U.D.B.E./S.M.B.E./S.D.V.O.S.B.C.**



# Estimate

Date	Estimate #
5/6/2019	2007553

Name / Address
COUNTY OF NAVADA SIGN REPLACEMENT ROJECT BID DATE 5-6-2019

Project

Item	Description	Qty	Rate	Item #	Total
1	SQUARE SIGN POST, 14 GA 2" SQ 12' LENGTH PERF (EA)	1,200	36.2944		43,553.28T
1	30" LENGTH ANCHOR FOR 2" SQ POST (2-1/4" 12 GA)	1,200	11.342		13,610.40T
1	TRAFFIC SIGN .80 ALUM HIP REFLECT SHEETING ANTI GRAFFITI OVERLAY FILM  SALES TAX NOT INCLUDED IN QUOTE	1,700	63.5152		107,975.84T

THANK YOU FOR ALLOWING ME TO BID ON THIS ITEM FOR YOU.

**Subtotal** \$165,139.52

**Sales Tax (0.0%)** \$0.00

**Total** \$165,139.52

Signature \_\_\_\_\_

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

## AD-4 Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 557-6410 or TDD (916) 554-3993 or write Records and Forms Management, 1123 N Street, MS-39, Sacramento, CA 95834.

[illegible]

List all Fire-After Subcontractors, Disadvantaged Business Enterprises (DBEs) and underserved DBEs (UDBEs), regardless of their, whether or not the firms were originally selected for your project.

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE

AND CORRECT  
BLISSING: CHONE NINEES

**NOTE**

TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT

RESIDENT ENGINEER'S SIGNATURE

DATE \_\_\_\_\_

Copy Distribution-Calendar extracts

Original - District Construction  
Original - District Local Assistance  
Automated with the Report of En

Copy-Business Enterprise Program  
Copy-District Local Assistance Engineer

Copy- Contractor  
Copy- Local Agencies

**Coxon 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.

STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE  
CP-CERM-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.*

[illegible]

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 Ent

Original copy -DLAE  
Copy-1) Business Enterprise Program 2) Prime Contractor 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?)
Name	NO SUB CONTRACTORS	Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP			<input type="checkbox"/> < \$10 million		If YES list DBE #
		Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP			<input type="checkbox"/> < \$10 million		If YES list DBE #
		Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP			<input type="checkbox"/> < \$10 million		If YES list DBE #
		Fax	<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City State ZIP			<input type="checkbox"/> < \$10 million		If YES list DBE #
		Fax	<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?)
Name NO SUBCONTRACTORS		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City/State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE %
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City/State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE %
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City/State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE %
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		
Name		Phone	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
Address			<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
City/State ZIP		Fax	<input type="checkbox"/> < \$10 million		If YES list DBE %
			<input type="checkbox"/> < \$15 million		Age of Firm (Yrs.)
			<input type="checkbox"/> > \$15 million		

**COUNTY OF NEVADA**  
**DEPARTMENT OF PUBLIC WORKS**  
**CONTRACT NO. 225032 FEDERAL CONTRACT NO. HRRRL-5917 (093)**

THIS AGREEMENT, made and concluded, in duplicate, between the County of Nevada thereof, party of the first part, and Safety Network Traffic Signs, Inc. 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 2015 the Standard Specifications, dated 2015 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**

**Road Safety Signing Audit and Sign Installation Project - Phase 2**

**IN**

*NEVADA COUNTY*

The project plans for the work to be done were approved April 9, 2019, and are entitled:

**COUNTY OF NEVADA;**  
**DEPARTMENT OF PUBLIC WORKS**  
**PROJECT PLANS FOR**

**Road Safety Signing Audit and Sign Installation Project - Phase 2**

**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:



<b>BID ITEM LIST – CONTRACT NO. 225032 / FEDERAL CONTRACT NO. HRRRL-5917(093)</b>					
ITEM NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE	TOTAL AMOUNT
1.	Mobilization	LS	1	38,000	38,000
2.	Traffic Control	LS	1	50,000	50,000
3.	Erosion Control Plan/Lead Compliance Plan	LS	1	650	650
4.	Project Management	LS	1	25,000	25,000
5.	Remove Existing Roadside Sign	EA	225	150	33,750
6.	Remove Existing Roadside Sign & Post	EA	243	275	66,825
7.	Replace Sign on Existing Post	EA	488	250	122,000
8.	Sign and Post to be Replaced	EA	189	450	85,050
9.	Relocate Existing sign on New Post	EA	117	375	43,875
10.	Install New Roadside Sign	EA	129	250	32,250
11.	Install New Roadside Sign and Post	EA	892	425	379,100
Construction Total in Figures				876,500	
Construction Total in Words				<b>Eight Hundred Seventy-Six Thousand, Five Hundred Dollars</b>	

**CONTRACT AWARD WILL BE BASED ON GRAND TOTAL BID OF ITEMS 1-11 LISTED ABOVE**

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 2-1.10, "Subcontractors List," of the Standard Specifications and Section 2-1.01, "General," of these special provisions

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

**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.

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

## **FEDERAL MINIMUM WAGE RATES**

See the Federal Website, <http://www.wdol.gov/> for current rates. Rates that are current at the time of bid **MUST BE PROVIDED BY THE CONTRACTOR** and attached and included in the contract.

### **Best Management Practices**

Contractor shall implement the following environmental commitments:

1. For excavations for new sign posts on Brunswick Road, Idaho Maryland Road, Lime Kiln Road, Newtown Road, Ridge Road, Wolf Road, and You Bet Road where serpentine outcrops have been mapped and/or observed (shown in Attachment C to the Phase 1 Environmental Site Assessment, available from the County), the following shall be implemented:
  - Develop an asbestos worker plan in accordance with Cal/OSHA requirements.
  - Use dust control measures and auger sign-post holes during calm periods.
  - Apply water prior to and during ground disturbance.
  - Conduct activities so that no track-out from construction is visible on any paved roadway open to the public.
  - Do not allow equipment and operations to cause emissions of visible dust to cross the project boundaries.
2. Contractor shall participate in pre-construction training for elderberry identification. Training to be provided by County. If an elderberry shrub with stem diameters one inch or greater at ground level is found within 100 feet of a work area during construction, Contractor shall notify Nevada County, and Nevada County will hire a qualified biologist to inspect it for evidence of Valley Elderberry Longhorn Beetle (VELB) use, and protection measures described in the VELB Conservation Guidelines (USFWS 1999) will be followed.
3. Construction within 50 feet of any wetlands, ponds, or riparian areas shall occur only in dry weather. Construction activities shall be timed with awareness of precipitation forecasts and shall be started only if the local weather forecast predicts no rain for a period of 72 hours. Construction activities shall cease and all reasonable erosion control measures shall be implemented prior to storm events. At no time shall equipment operate in flowing water or in saturated soils in the roadside ditches.
4. Contractor shall exercise every reasonable precaution to protect wetlands, ponds, streams, and riparian areas from accidental pollution with fuels, oils, bitumen, and other harmful materials ~~fduring~~ during construction. No other debris shall be placed in or adjacent to these resources. All construction debris and associated materials and litter shall be removed from the work site immediately upon completed.
5. Avoid instream activities and/or any required tree removal to prevent downstream impacts from siltation.
6. Plan staging sites and travel routes carefully to avoid damage to aquatic and upland habitats for these species within the work areas and all adjacent areas.

7. If any hanging tree limbs and/or shrub removal is needed to install signs then it shall take place between August 1 and February 28, and before construction begins. If the timing identified above is not possible, a preconstruction bird survey shall be conducted to ensure that birds are not nesting in any of the tree or other vegetation that may need to be cleared during implementation of the RSSA II project.
8. The contractor shall exercise every reasonable precaution to protect the wetlands, ponds, streams, and riparian areas from accidental pollution with fuels, oils, bitumen, and other harmful materials during construction. No other debris shall be placed in or adjacent to these resources. All construction debris and associated materials and litter shall be removed from the work site immediately upon completion.
9. If previously unidentified cultural materials are unearthed during project construction, work shall be halted in that area until a qualified archaeologist can assess the significance of the find. Section 5097.94 of the Public Resources Code and Section 7050 of the California Health and Safety Code protect Native American burials, skeletal remains and grave goods, regardless of age, and provide method and means for the appropriate handling such remains. If human remains are encountered, work shall halt in that vicinity and the County Coroner shall be notified immediately. At the same time, Contractor shall contact the County to have an archaeologist evaluate the situation. If the human remains are of Native American origin, the coroner must notify the Native American Heritage Commission within 24 hours of such identification. CEQA details steps to be taken if human burials are of Native American origin.
10. Additional archaeological surveys will be conducted by the County if project limits are extended beyond the present right-of-way corridor.