

PROJECT MANUAL
FOR THE
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)
MONO COUNTY, CALIFORNIA



Invitation for Bids
Instructions to Bidders
Proposal Forms
Sample Standard Agreement
Technical Specifications & Quality Assurance Program
Project Plans

CONTRACTING AGENCY:

COUNTY OF MONO

Department of Public Works Post
Office Box 457
74 North School Street
Bridgeport, California 93517
760.932.5440

January 2024

OPTIONAL PRE-BID CONFERENCE:

11:00 am, Wednesday May 15, 2024
Public Works Conference Room
74 North School Street
Bridgeport, California 93517

BID SUBMITTAL DEADLINE:

3:00 pm, Wednesday May 22, 2024
Clerk of the Board of Supervisors
74 North School Street / P.O. Box 237
Bridgeport, California 93517

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CERTIFICATION PAGE

*County of Mono, Department of Public Works
Eastside Lane Rehabilitation Project Phase 2
Project No. RPL-5947(065)*

These contract documents, plans, specifications and special provisions contained herein have been prepared by, or under the direction of, the following registered civil engineer:

APPROVED BY:



(Signature)

January 26, 2024

Date

Kalen Dodd
C73887
County Engineer
County of Mono Department of Public Works
74 North School Street
Bridgeport, California 93517

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Project No. RPL-5947(065)*

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SECTION I



INVITATION FOR BIDS

Eastside Lane Rehabilitation Project Phase 2

RPL-5947(065)

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COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INVITATION FOR BIDS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

Notice is hereby given that the Mono County (“County”) Department of Public Works calls for bids from qualified General Engineering and Asphalt Paving contractors for the **EASTSIDE LANE REHABILITATION PROJECT PHASE 2** (“Project”). The purpose of this Project is to rehabilitate approximately 5 miles of existing asphalt concrete pavement on Eastside Lane in Walker, CA. Project limits are from the intersection with Highway 395 to Offal Road and from the intersection with Cunningham Lane to Topaz Lane. Two existing culverts crossing under Eastside Lane will be replaced as part of this project. Associated signs, paint striping, and paint markings are included in the project. **The Disadvantaged Business Enterprise (DBE) goal for this project is 8 percent.**

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for this project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless one of the limited time extensions set forth in Labor Code section 1771.1 applies, in which case registration must be completed by the time of contract award). This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Project Manual and Project Plans provide, in detail, the requirements for the Project. The Project Manual, Project Plans, and related Project documents are available on the Mono County Bid Management System. To access the system, go to <http://bids.monocounty.ca.gov/> and click on “view details” to the right of the name of this Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click “Click here to create a new user account.” After registering your company, click “Add me to the Plan-holder List.” You can ask questions about the project by clicking “Ask a question about this solicitation.” If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

Each bid shall be made on the proposal forms contained in the Project Manual and must be accompanied by bid security in the amount of not less than 10 percent (10%) of the total bid.

In accordance with Public Contract Code section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

The Project and all work must be completed within **35 working days** from the date of issuance of the Notice to Proceed.

An **optional** pre-bid conference and site visit will be held at the County’s Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. Online web access to attend the meeting will also be provided. Access to the online meeting will be posted on the Mono County Bid Management System prior to the scheduled date. The optional pre-bid conference is scheduled for **11:00 am Wednesday May 15, 2024**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, or any other reason, all plan-holders will be notified in advance.

Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California. In either event, to be considered, bids must be **received** by the Clerk of the Board of Supervisors no later than **3:00 pm Wednesday May 22, 2024 (“Bid Submission Deadline”)**.

As soon thereafter as is practicable, all bids received by the Clerk as of the Bid Submission Deadline will be taken to the Department of Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend in person or online. Advance notice for online attendance will be posted on the Mono County Bid Management System prior to the scheduled date for all interested parties.



Chad Senior
Associate Engineer
Mono County Department of Public Works

COUNTY OF MONO
DEPARTMENT OF PUBLIC WORKS

INSTRUCTIONS TO BIDDERS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

1. SECURING BID DOCUMENTS

The Project Manual, which includes the Invitation for Bids, Instructions to Bidders, Proposal Forms, Sample Standard Agreement, Technical Specifications, Construction Quality Assurance Program, and Project Plans provide in detail the requirements for the Project. The Project Manual is available on the Mono County Bid Management System. To access the system go to <http://bids.monocounty.ca.gov/> and click on “view details” to the right of the name of the Project in the RFP/RFQ/RFB Title list. This page shows the Project summary, status, bid due date, up-to-date plan-holders list, and supporting documents. If you would like to be added to the plan-holder list and receive email notices when addenda are posted, click “Click here to create a new user account.” After registering your company, click “Add me to the Plan-holder List.” You can ask questions about the Project by clicking “Ask a question about this solicitation.” If you would like assistance registering and using the Bid Management System, please contact us at 760.932.5440 or publicworks@mono.ca.gov.

2. PRE-BID CONFERENCE

An **optional** pre-bid conference and site visit will be held at the Public Works Conference Room, Second Floor of Annex 1, 74 North School Street, Bridgeport, California 93517. A virtual web meeting will be scheduled for all interested parties to attend. Information to join the meeting will be posted on the Mono County Bid Management System prior to the scheduled meeting. The meeting is scheduled for **11:00 am, Wednesday, May 15, 2024**. Should the Department of Public Works determine there is a need to reschedule the pre-bid conference based on severe weather and/or road conditions, or any other reason, all plan-holders will be notified in advance.

3. INTERPRETATION OF PROJECT PLANS AND SPECIFICATIONS

- A. For information not provided in the Project Manual, bidders shall refer to the Standard Plans or Standard Specifications.
- B. Should bidders find discrepancies in, ambiguities, or omissions from, the Project Manual, or should there be any doubt as to their meaning, they shall at once notify the Director of the Department of Public Works and, should it be found necessary, a written addendum or bulletin of instructions will be sent to all plan-holders and posted on the Mono County Bid Management System. Failure to raise any such concerns prior to the submission of a bid will be deemed to waive such issues following the award of a contract. In the event that written addenda or bulletins of instructions are issued, all bidders will be required to acknowledge that they have reviewed and considered such addenda or bulletins in formulating their bids.
- C. No employee, agent, or representative of the County, or anyone else, is authorized to give oral instructions, interpretations, or explanations of the Project Manual, and a submission

of a bid constitutes agreement by a bidder that its representative has placed no reliance on any such oral explanation or interpretation. Oral instructions may, however, be given by the County or its agent upon inquiry by a bidder to direct the bidder's attention to the specific provisions of the Project Manual that cover the subject of the inquiry.

4. APPROXIMATE QUANTITIES

The quantities given in the Bid Schedule are approximate only and are being given as a basis for the comparison of bids. The County does not, expressly or by implication, agree that the actual amount of work will correspond therewith, and the County reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as may be deemed necessary.

5. PROPOSALS

- A. For bids to receive consideration, they shall be made in accordance with the Invitation for Bids, the Proposal Forms, and these Instructions to Bidders. All bids shall be submitted on the unaltered Eastside Lane Rehabilitation Project Phase 2 Proposal Forms ("Proposal Forms") contained in the Project Manual with all items completely filled out with typewritten or legible handwritten responses. Signatures of all persons signing shall be in longhand. Completed Proposal Forms shall be without interlineations, alterations, or erasures.
- B. **ALL BID SUBMITTALS SHALL REMAIN BOUND TOGETHER.** Proposal Forms (contained herein on pages **BD-1 through BD-30**) may be separated from the Project Manual for purposes of bid submittal.
- C. Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for by the County. No oral, telegraphic, or telephonic proposals or modifications will be considered. Unauthorized conditions, limitations, or provisions attached to a bid will render it informal and may cause its rejection.
- D. Bidders are advised that there is limited funding available for this project. After bid opening, the County will determine available funding, and, if it chooses to do so, the County will award a contract for construction of the project. For purposes of comparing bids and determining the apparent low bidder, the County will use the amount entered as the "**Bidder's Total Project Cost**" on page **BD-3** of the proposal forms.
- E. Each bid is to be in accordance with the Contract Documents. Before submitting a bid, bidders shall carefully read this Project Manual, including the contents and form of the Sample Standard Agreement, and the Project Plans, and inform themselves fully as to all existing conditions and limitations, which must include a visit to the site of the work, and shall include in the bid a sum to cover the cost of all work contemplated in the Contract Documents. The submission of a bid shall be conclusive evidence that the bidder has reviewed and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and the materials to be furnished, and as to the requirements of the Project Manual and Project Plans. The submission of a bid shall also be conclusive evidences that the person signing the Proposal Forms is authorized to bind or obligate the bidder to any agreement.
- F. Bidders' attention is directed to the insurance and bond requirements described below and

as provided in the Sample Standard Agreement. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine the availability of surety bonds, insurance certificates, and endorsements as prescribed and provided herein in advance of bid submission. If an apparent low bidder fails to comply strictly with the bonding and insurance requirements, that bidder may be disqualified from award of the contract and its bid security may be forfeited. The cost of such bonds and insurance shall be included in each bidder's bid.

- G. Each bidder shall inform itself of, and the bidder awarded the contract shall comply with, all federal, state, and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning Buy America, Disadvantaged Business Enterprises, employment of labor, fair labor practices, equal opportunity, drug-free workplace, construction and building, Americans with Disabilities Act, protection of public and employee health and safety, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.
- H. This Project is subject to Disadvantaged Business Enterprise (DBE) requirements. Mono County has calculated a **DBE goal of 8 percent**. Each bidder shall complete Exhibit 15-G, Construction Contract DBE Commitment form on page BD-25 and Exhibit 15-H, Proposer/Contractor Good Faith Efforts on page BD-27. Bidders are recommended to submit Exhibit 15-H even if you indicate on Exhibit 15-G that you will meet the proposed DBE requirement. Exhibit 15-H protects the bidder's eligibility for award of the contract if Mono County determines that the bidder failed to meet the DBE goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error. DBE submittal (Exhibit 15-G, 15-H, and copy of quote from each DBE) shall be submitted to the County no later than 4:00 pm on the 5th day after bid opening. If the last day for submitting the bid forms falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified. DBE forms may be delivered to the Clerk of the Board of Supervisors or submitted electronically to csenior@mono.ca.gov before the deadline.
- I. Proposal Forms (contained herein on pages **BD-1 through BD-30** and bidder's bid security must be received in a sealed, opaque envelope clearly labeled with **EASTSIDE LANE REHABILITATION PROJECT PHASE 2** printed on the outside of the envelope. Bids received unsealed or unlabeled will not be considered. Bids submitted by facsimile (fax) transmission will not be considered.
- J. To be considered, bids must be received by the Clerk of the Board of Supervisors no later than **3:00 pm, Wednesday, May 22, 2024** ("Bid Submission Deadline"). Bids may be mailed to the Clerk of the Board of Supervisors, P.O. Box 237, Bridgeport, California, 93517, or delivered to the office of the Clerk of the Board of Supervisors, 74 North School Street, Bridgeport, California, 93517.
- K. Bidders are advised that due to the remote nature of central Mono County, "overnight" delivery by the US Postal Service, UPS, FedEx, and other carriers is actually scheduled as a **two-day delivery**. Bidders should also take potential holiday mail delays into consideration.

6. MODIFICATION OF BID

A bidder may modify its bid by written communication provided such communication is received via email to Chad Senior at csenior@mono.ca.gov or by the Clerk of the Board of Supervisors up to, but not later than, the Bid Submission Deadline described above Paragraph 5.I. The written communication shall not reveal the bid price but shall state the amount of addition or subtraction or other modification so that the final prices or terms will not be known by the County until the sealed bid is opened.

7. WITHDRAWAL OF BID

Bids may be withdrawn without prejudice by the bidder up to, but not later than, the Bid Submission Deadline described above in Paragraph 5.I. Such withdrawal may be made by written letter or by email or facsimile (fax) request. Such request shall be signed by an authorized representative of the bidder. Bids so withdrawn will be returned unopened to the bidder by the County. Bids withdrawn following bid opening shall be permitted only as allowed by the Public Contract Code and may subject the accompanying bid security to forfeiture and retention by the County as in the case of failure to execute the awarded contract as provided below. Negligence on the part of the bidder in preparing the bid shall not entitle the bidder to withdraw the bid subsequent to the County opening bid proposals.

8. AGREEMENT AND BONDS

- A. Bidders are required to submit, along with the Proposal Forms, a certified or cashier's check or bidder's bond in an amount of at least 10 percent (10%) of their respective bids made payable to the County of Mono. This bidder's bond or bid security shall be given as a guarantee that the bidder will enter into a contract if awarded, and may be forfeited by the successful bidder and retained by the County if the bidder refuses, neglects, or fails to enter into said contract (including a failure to provide required insurance certificates and bonds) within five (5) calendar days after provision by the County of a complete and final contract for execution by successful bidder.
- B. The successful bidder will be required to furnish a labor and materials bond (also known as a "payment bond") in an amount equal to 100 percent (100%) of the contract price, and a faithful performance bond in an amount equal to 100 percent (100%) of the contract price. In addition, the successful bidder, as the Contractor, will be required to furnish a one-year warranty bond upon project completion, pursuant to the requirements in the Sample Standard Agreement. Only surety bonds issued by an admitted surety insurer, as defined in the Sample Standard Agreement, will be accepted. Bonds shall be in a form acceptable to the Mono County Counsel; a sample of an acceptable form of each type of bond required is included in this Project Manual.
- C. The Contract Documents include a Sample Standard Agreement, which the successful bidder, as the Contractor, will be required to execute, and the insurance and bonds, which the Contractor will be required to furnish.
- D. All alterations, extensions of time, extra and additional work, and other changes authorized by the County consistent with applicable provisions of the Contract Documents, may be made without securing the consent of the surety or sureties on the contract bonds.

9. OPENING OF BIDS

As soon after the Bid Submission Deadline as is practicable to do so, all bids received before that deadline will be taken to the Public Works Conference Room, located on the second floor of Courthouse Annex 1, 74 North School Street, Bridgeport, California, 93517, and there publicly opened, read aloud, and recorded. All interested parties are invited to attend. Online web access for bid opening attendance will be available. Advance notice will be posted on the Mono County Bid Management System providing web access for any interested parties to attend. Note, any bid received after the Bid Submission Deadline will be returned to the bidder unopened.

10. BID EVALUATION

After all bids are opened and publicly announced, personnel from the Department of Public Works will evaluate the bids; identify the lowest responsive bid by a responsible bidder; send a Notice of Intent to Award the contract, with a ranked tabulation of all bid amounts submitted to the identified Bidder (copied to all Bidders). The Public Works Director shall determine whether to proceed to contract award or to reject all bids if it is in the public of interest to do so, and in accordance with applicable laws. If the Public Works Director elects to proceed to contract award, he will approve and authorize execution of a contract with the successful bidder. In the event of a discrepancy between the numeric total bid written and the numeric total bid calculated, the bid amount calculated by multiplying each item quantity by the unit price and then adding each item of the proposal shall prevail. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount of 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 Mono County'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.

Bid evaluation will consist of reviewing submitted bids for responsiveness, ranking the responsive bid amounts from lowest to highest, and investigating whether the apparent low bidder, and such other bidders as the Department of Public Works deems appropriate, appears to be a "responsible bidder." Said investigation will involve checking each bidder's and any listed subcontractor's license status and eligibility to contract for public works, and may also include, a request for bidder references and/or insurance certificates, a request for documents demonstrating the bidder's solvency and available resources to timely complete the work, and

consideration of the bidder's performance on any prior contracts with the County. The County reserves the right to waive any informality or irregularity in any bid that does not affect the contract price and provided such waiver is allowed by law.

11. BID PROTEST PROCEDURE

Bidders may file a protest in accordance with the directions provided herein with respect to the apparent low bid, any other bid submitted, and/or with respect to the qualifications or responsibility of the apparent low bidder, or of any other bidder.

The bid protest period shall commence immediately upon the County's issuance of the Notice of Intent to Award the contract and shall remain open until 4:30 PM of the fifth (5th) business day following the date of the Notice of Intent to Award the contract ("Bid Protest Deadline"). All bid protests must be received by the County, as described in this Paragraph 11, by the Bid Protest Deadline. Postmarks will not be accepted. Failure to timely file a written protest by the bid protest deadline shall constitute a waiver of the right to protest. Untimely protests will not be accepted or considered.

Bidders may submit protests to the County by mail or electronically. Protests submitted by mail (USPS, UPS, FedEx, Golden State Overnight, etc.) must be addressed and delivered to the Clerk of the Board of Supervisors, c/o Mono County Department of Public Works, Attn: Chad Senior, 74 North School Street, Post Office Box 237, Bridgeport, California, 93517. Protests submitted electronically should be emailed to Chad Senior at cseior@mono.ca.gov.

Bid protests must be submitted in and include the following information: (1) the name of the person or entity making the protest; (2) the name of the bid project; (3) a complete statement of all legal and factual grounds for the protest; (4) any documentation supporting the protestor's grounds for the protest; and (5) the form of relief requested and the legal basis for such relief.

If a valid protest is timely filed, the Department of Public Works shall investigate the bid protest. The protested bidder shall have three (3) business days to respond to the Department of Public Works' investigation and to provide any information requested by the Department of Public Works. The Department of Public Works shall notify the protested bidder of any evidence reflecting upon his responsibility, afford the protested bidder an opportunity to rebut such evidence, and allow the protested bidder to present evidence in support of his qualifications to perform the contract. The Department of Public Works shall respond to the protesting party upon the conclusion of its investigation by providing the protesting party a statement of its conclusions and findings. Thereafter, the Director of the Department of Public Works shall make a recommendation to the Board of Supervisors regarding the bid protest.

In addition to other requirements related to claim presentation, the bid protest procedure described herein must be pursued and exhausted before any person or entity may commence litigation against the County, or any of its officers, agents, or employees related to or arising out of the award of a contract for the construction of the Project to a bidder whose winning bid could have been the subject of a protest as outlined above.

12. AWARD OR REJECTION OF BIDS

- A. After expiration of the Bid Protest Deadline, the County may, in its discretion take any of the following actions: (1) Award a contract notwithstanding the filing of a bid protest; (2)

refrain from awarding a contract pending resolution of any or all bid protests; or (3) otherwise proceed as it deems appropriate, including without limitation rejecting all bids received. Further, under Public Contract Code Section 22038, the County has the option, after receiving and tabulating bids, to reject all bids and perform the work by force account if the Board of Supervisors determines, by a four-fifths vote, that the work can be performed more economically by its own employees.

- B. If it chooses to award a contract, the County shall award the contract to the bidder found responsible by the County which has submitted the lowest responsive bid. Bidders are advised that should this Invitation for Bids result in the award of a contract, any such contract will not be in force until it is approved and fully executed by the County and the successful bidder.
- C. Payment under any contract resulting from this Invitation for Bids will be consistent with the Sample Standard Agreement, a sample of which has been provided with this Invitation for Bids. Any contract awarded as a result of this Invitation for Bids will be awarded without discrimination based on race, color, religion, age, sex, sexual orientation, or national origin.
- D. Contract award, if made, is anticipated to occur within two (2) weeks after the date of bid opening but could occur up to 60 days after said date. In such an event, all bidders will be notified in writing that additional time will be required. No bid can be withdrawn during that period unless such withdrawal is authorized under the Public Contract Code and the bid security shall remain in full force and effect.
- E. The County assumes no responsibility for any costs the bidder may incur, regardless of whether or not a contract is awarded, in preparing and/or submitting a bid.

13. CONTRACT EXECUTION

- A. Accompanying the County's Notice of Intent to Award will be the contract for the Project, which the successful bidder will be required to execute and return, together with the required bonds and certificates of insurance, to the County within eight (8) days, not including Saturdays, Sundays, or legal holidays following receipt of such contract and Notice of Intent to Award. Failure to do so by the successful bidder shall be just cause for annulment of the contract award and forfeiture of the bid security, which shall be retained by the County as liquidated damages, and it is agreed by both parties that the bid security sum is a fair estimate of such failure. Signature by both parties constitutes execution of a contract for the Project.
- B. In the event the successful bidder is unable to physically deliver the required bonds and insurance certificates, and where approved in writing by the Director of the Department of Public Works, the bidder shall, prior to its commencement of the work, submit evidence satisfactory to the County that such bonds and certificates will be furnished in a timely manner.
- C. In the event of failure of the lowest responsible, responsive bidder to sign and return a contract for the Project with acceptable evidence of bonds and insurance certificates as prescribed herein, the County may award the contract to the next lowest responsible, responsive bidder, and so forth, until a fully-executed contract for the Project and acceptable bonding and insurance certificates are received by the County.

- D. The bid security of all bidders will be retained by the County until a contract for the Project is executed by the successful Bidder and evidence of bonds and insurance acceptable to the County is received, after which those bid securities, except any that may have been forfeited, will be returned to the bidders whose proposals they accompanied.

14. LISTING OF AND SUBSTITUTIONS OF SUBCONTRACTORS

- A. If awarded a contract, the successful bidder shall perform with his own organization contract work amounting to not less than 30 percent (30%) of the original total contract price. The bidder shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. All persons engaged in the Project and related work will be held responsible for their work, which shall be subject to the provisions of the Project Manual and any contract executed pursuant to this Invitation for Bids.
- B. Each bidder shall in its bid or offer, set forth the name and location of the office, shop, or mill of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement and the portion of the work which will be done by each subcontractor if the amount of the subcontractor's work will be in excess of one-half of one percent (0.5%), or Ten Thousand dollars (\$10,000.00), whichever is greater, of the bidder's bid.
- C. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract as specified above, it shall be deemed to have agreed to perform such portion itself, and it shall not be permitted to subcontract that portion of the work except under conditions hereinafter set.
- D. No bidder whose bid is accepted shall, without consent of the Director of the Department of Public Works, do any of the following:
- (1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid; or
 - (2) Permit any subcontractor to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or
 - (3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the bidder's bid as to which its original bid did not designate a subcontractor.
- E. Subletting or subcontracting any portion of the work as to which no subcontractor was designated in the original bid shall be permitted only in case of public emergency, necessity, or otherwise in accordance with the Public Contract Code, and then only after a finding has been made in writing, by the Director of the Department of Public Works, setting forth the facts constituting such emergency, necessity, or statutory basis for the substitution.
- F. If haulers are used merely to convey materials and will not excavate or load the material and if they will not apply judgment as to the suitability of the material to meet Project specifications, then they do not need to be identified on the "List of Subcontractors" in the bid forms.

15. INTEREST IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make or file or be interested in more than one bid for the same work unless alternative bids are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

16. COORDINATION WITH OTHER CONTRACTORS

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be performed, and bidders must employ, as far as possible, such methods and means in the carrying out the Project and related work as will not cause any interruptions or interference with any other contractor or the operations of the facility at which the work is being performed.

17. SUBSTITUTIONS

Throughout the Project Manual, materials may be specified that are in short supply or that are restricted by government limitation orders. For the purpose of submitting proposals, bidders shall assume that the County will require all materials to be furnished as specified. No substitutions will be permitted until all sources or supply have been exhausted and written notice is given to the Director of the Department of Public Works stating such fact. Substituted materials shall have the written approval of the Director of the Department of Public Works, or its authorized agent, before installation in the Project.

18. CONTRACTOR'S LICENSING LAWS

- A. The successful bidder, as the Contractor, will be required to furnish a valid Mono County Business License issued by County's Office of the Treasurer prior to commencing the work.
- B. In order to be eligible for award of a contract for the Project, a bidder must possess either of the following classification(s) of contractor's license: (1) Class A – General Engineering; or (2) C12 – Earthwork and Paving.
- C. Attention is directed to the provisions of Article 4, Chapter 9, of the California Business and Professions Code concerning the licensing of contractors. All bidders, contractors, and subcontractors shall be licensed in accordance with the laws of the State of California and any bidder, contractor, or subcontractor not so licensed is subject to the penalties imposed by such laws. All bidders, contractors, and subcontractors shall possess the appropriate licenses to cover the above advertised work. The County will verify that the successful bidder, as well as any contractor and any subcontractor, is appropriately licensed to perform Project work designated prior to awarding any contract pursuant to this Invitation for Bids.

19. LABOR REQUIREMENTS

The services and work to be provided by the successful bidder, as the Contractor for this Project, constitute a "public work" within the meaning of Labor Code sections 1720 and 1720.3. Accordingly, as required by Labor Code section 1771, the successful bidder, as the Contractor,

and any subcontractor under it, shall pay not less than the general prevailing rate of per diem wages (“prevailing wage”) specified for each craft and classification to all workers employed in the execution of the project. Copies of prevailing wages, as determined by the Director of the Department of Industrial Relations, are available online at: www.dir.ca.gov/OPRL/DPreWageDetermination.htm and on file at the office of the Department of Public Works, located at 74 North School Street, Bridgeport, California, 93517, and are available to any interested party upon request. These wages are not included in any part or section of the Project Manual. Changes, if any, to prevailing wage rates will be available at the same location.

No contractor or subcontractor may be listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 (unless exempt under Labor Code section 1771.1). This Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

20. PROJECT SCHEDULE AND LIQUIDATED DAMAGES

Project construction shall begin on the start date stated in the Notice to Proceed issued by the County. If a construction start date is not stated in the Notice to Proceed, the Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed. The Project and all related work shall be diligently prosecuted to completion before the expiration of **thirty-five (35) working days** from the construction start date. By submitting a bid proposal, bidder acknowledges the following: (1) that the bidder has fully read Section 14.2 of Exhibit 1 of the Sample Standard Agreement; (2) that it has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions; (3) and that it is agreed by both parties that the successful bidder, as the Contractor, will pay Mono County liquidated damages specified in Exhibit 1 of the Sample Standard Agreement.

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL FORMS



EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Project No. RPL-5947(065)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

PROPOSAL

EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Project No. RPL-5947(065)

Proposal of _____ (“Bidder”), organized and existing under the laws of the State of _____, doing business as _____ (e.g., “a partnership;” “a corporation;” “a sole proprietor”), as applicable to the County of Mono, (“County”). This bid proposal consists of the attached pages **BD-1 through BD-30**.

In compliance with your Invitation for Bids and Instructions to Bidders, Bidder hereby proposes to perform all work for the **EASTSIDE LANE REHABILITATION PROJECT PHASE 2 (“Project”)** in strict accordance with the Project Manual, which include the Instructions to Bidders, Project Plans, Special Provisions, Technical Specifications, Construction Quality Assurance Program, Agreement, any applicable addenda issued by the County’s Department of Public Works, and other Contract Documents within the time set forth therein at prices stated on the attached Bid Schedule. Prices quoted in this proposal include, but are not limited to, the cost for all labor, materials, tools, equipment, supplies, transportation, permits, services, and applicable local, state, and/or federal taxes, fees, patent rights, and/or royalties necessary to complete the Project and related work contemplated in the Project Manual and described in any contract executed pursuant to this Invitation for Bids.

By submitting this Bid Proposal, Bidder certifies (and in the case of a joint bid, each party thereto certifies as to his own organization) that this bid has been arrived at independently without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work on the Project pursuant to any contract executed pursuant to this Invitation for Bids on or before 14 calendar days following the award of contract by the County, unless a later date is specified by the County in the Notice to Proceed, and to **fully complete the project within 35 working days from the date of issuance of the Notice to Proceed**, pursuant to the provisions specified in any contract executed pursuant to this Invitation for Bids.

It is understood that, except for lump sum items, the quantities set forth in the Bid Schedule are approximate only and are solely for the purpose of facilitating the comparison of bids, and that the Bidder’s compensation will be computed on the basis of documented final quantities in completed work, measured as specified, whether they be more or less than those shown.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the below 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 Non-Collusion 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.

Bidder’s Company Name: _____

Company Address: _____

Office Telephone No.: _____ Email Address: _____

Contractor’s Calif. License No.: _____ Class: _____

Mono County Business License. No.: _____

Name of Company Officer: _____ Title: _____

(Add seal if by a corporation) Bidder’s Signature Date

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BID SCHEDULE
Eastside Lane Rehabilitation Project Phase 2
Project No. RPL-5947(065)

Contractor: _____

Eastside Lane Road Rehabilitation Phase 2			Bid Items			
Item No.	Spec Reference	Item	Quantity	Units	Price per Unit	Item Price
1	8	Mobilization	1	LS		
2	13	SWPPP Preparation	1	LS		
3	13	SWPPP Site Monitoring, Installation of BMPs	1	LS		
4	12	Temporary Traffic Control	1	LS		
5	14	Contractor-Supplied Biologist	125	Hour		
6	22, 30	Grind / Pulverize Exist Roadbed, Finish Roadway	83,843	SY		
7	19,22	Prepare new road apron subgrade and base grade	166	SY		
8	39	3" Hot Mix Asphalt	14,322	Ton		
9	19	Shoulder Backing (AC Grindings)	41,300	LF		
10	19	Shoulder Backing (Import)	10,760	LF		
11	84	Centerline (Paint)	26,490	LF		
12	84	6" Bike Lane Line / Right Edgeline (Paint)	52,058	LF		
13	84	Bike Lane Symbol Without Person Marking (Paint)	8	EA		
14	84	Bike Lane Arrow Marking (Paint)	8	EA		
15	84	"STOP" Marking (Paint)	4	EA		
16	84	Stop Bar / Limit Line (Paint)	4	EA		
17	84	"STOP AHEAD" Marking (Paint)	1	EA		
18	82	Install Steel Post Sign (reuse existing sign panel)	11	EA		
19	82	Install Steel Post Sign (new sign panel)	6	EA		
20	70	24"x35" Arch CSP Culvert Replacement	62	LF		
21	70	Extend Existing 18" CMP	6	LF		
22	70	36" CSP Culvert Replacement	68	LF		
23	70	Flared End Section (36" CSP)	4	EA		
24	70	Flared End Section (18" CSP)	4	EA		
25	70	Flared End Section (24" CSP)	4	EA		
26	19	Grade ditch	425	LF		
27	78	Replace Existing Survey Monument	4	EA		

BIDDER'S TOTAL PROJECT COST (BID ITEMS 1-27)	
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Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts must be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

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

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

Exhibit 12-B: Bidder's List of Subcontractor (DBE and Non-DBE) - Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractors who provided a quote or bid but **were not selected** to participate as a subcontractor on this project.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number
				DIR Reg Number		
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						
NAME						
City, State						

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
ACKNOWLEDGEMENTS
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

RECEIPT OF ADDENDA

The County of Mono is advised that Bidder has received the following addenda for the Contract Documents, including plans, specifications, and special provisions for the above-referenced project:

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

Addendum Number: _____ Issuance Date: _____

Subject Matter: _____

If you did not receive any addenda for the above-referenced project, please initial here: _____

ACKNOWLEDGEMENT OF SITE VISIT

The County of Mono is advised that I have visited the project site as acknowledged by my initials below. In doing so, I have made myself aware of the conditions that exist and have prepared the attached proposal accordingly.

Eastside Lane: Yes No

Notice: This Questionnaire is a part of the Proposal. Signing on the signature portion of the Proposal shall also constitute a signature on this Questionnaire, and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
DISCLOSURES AND CERTIFICATIONS
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

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

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

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

Yes: _____ No: _____

If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats.1985), the Bidder shall complete the following questionnaire under penalty of perjury:

PUBLIC CONTRACT CODE SECTION 10285.1 QUESTIONNAIRE

Within the past three years, has the Bidder, or any officer or employee of the Bidder who has a proprietary interest in the Bidder, ever been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any federal or state antitrust law in connection with the bidding upon, award of, or performance of any "public works contract," as defined in Public Contract Code Section 1101, with any "public entity," as defined in Public Contract Code Section 1100, the Regents of the University of California, or the Trustees of the California State University? The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 102985.1.

Yes: _____ No: _____

The Bidder must place a check mark after "Yes" or "No" in one of the blank spaces provided. If the answer is yes, please explain the circumstances in the space provided below and/or attach separate sheet(s) as necessary, with signature affixed.

PUBLIC CONTRACT CODE 10232 STATEMENT

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

Notice: The above Questionnaires and Statement are a part of the Proposal. Signing on the signature portion of the Proposal shall also constitute signature of this Questionnaire and Statement, and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

WORKERS' COMPENSATION CERTIFICATION

I do hereby certify that I am aware of the provisions of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work in this contract.

NON-COLLUSION AFFIDAVIT

In conformance with Title 23 United States Code Section 112 and Section 7106 of the California Public Contract Code, 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 its 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, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this affidavit on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute and does execute this declaration on behalf of the Bidder.

Notice: The above Workers' Compensation Certification and Non-Collusion Affidavit are a part of the Proposal. Signing on the signature portion of the Proposal shall also constitute signature on the above Certification and Affidavit, and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

- A. The bidder hereby certifies that he (as the contractor) and all subcontractors agree to conform to the equal opportunity clauses required by Executive Orders 10925, 11114, and 11246, as well as 41 CFR 60-1.4 (Equal Opportunity Clause).
- B. The bidder certifies that within 30 days of the award of the contract, as required, the contractor and subcontractors will file an “Equal Employment Opportunity Employer Information Report EEO-1 (SF-100)” with the U.S. Department of Labor and, annually thereafter, file the same report with the U.S. Department of Labor by March 31. (If your company has filed one of these reports this year, you do not have to comply with the 30-day regulation). Refer to https://www.eeoc.gov/employers/eo1survey/upload/instructions_form.pdf for filing requirements (SF-100).
- C. The contractor and all subcontractors shall certify that prior reports have been filed under the applicable filing requirements as follows:
 - a. Contractor/Subcontractor has held previous contracts where EEO provisions were in force.
Yes _____ No _____ (If yes, answer question 2 also)
 - b. Contractor/Subcontractor has filed all “required” reports for these previous contracts.
Yes _____ No _____

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to Executive Orders 10925, 11114, and 11246 and that have not filed reports when required should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor (and/or subcontractor) submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director of the U.S. Department of Labor’s Office of Federal Contract Compliance.

If the bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, “Employee Information Report EEO-1” prior to the award of any contract issued pursuant to this IFB.

- D. This certification is required by the Equal Employment Opportunity Regulations of the Secretary of the Department 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 less are exempt).
- E. Contractor/Subcontractor certifies that he is not currently in receipt of any outstanding letters of deficiency, show cause, probable cause, or other such Notification of Non-compliance with EEO regulations.
- F. A compliance certificate in conformance with this section is not required at time of bid, but each subcontractor must provide this certificate to the County prior to execution of any contract issued pursuant to this IFB. If available, subcontractor certificates may be supplied at time of bid. Subcontractor signature below certifies Equal Employment Opportunity compliance. Each subcontractor shall answer the questions in Item C above and sign a copy of this page.

Subcontractor Name

Subcontractor Signature

Date

Notice: This Certificate is a part of the Proposal. Signing on the signature portion of the Proposal shall also constitute the Bidder’s “Equal Employment Opportunity Compliance Certificate” and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. 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, she/he or any other person associated therewith in the capacity of owner, partner, director, office 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 three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicated, 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 three (3) years.

If there are any exceptions to this certification, insert the exception 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 actions.

Notice: This Certification is part of the Proposal. Signing on the signature portion of the Proposal shall also constitute signature of this Certification and the Bidder declares under penalty of perjury under the laws of the State of California that the statements made herein are true and correct. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

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

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

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

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DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known</p> <p>Congressional District, if known _____</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
(attach Continuation Sheet(s) if necessary)		
<p>11. Amount of Payment (check all that apply)</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p> <p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>
<p>Federal Use Only:</p>		<p>Authorized for Local Reproduction Standard Form - LLL</p>

. INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any 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. 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 followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational 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 identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included 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 commitment 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 registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, 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, DC 20503

COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS
BIDDER'S QUALIFICATION STATEMENT
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
Project No. RPL-5947(065)

This Qualifications Statement will be used by Mono County to determine if a Bidder is qualified to do the work to be performed and therefore to find if the Bidder is a “responsible” bidder. The Qualifications Statement should be completed on behalf of the Bidder by an officer or other individual who is knowledgeable about the Bidder’s past and current operations, policies, and practices. A response must be provided to each question. If a particular question does not apply, the response should state “not applicable” or “N/A”. **Qualifications statements that contain missing or incomplete answers may render the proposal non-responsive.** The County reserves the right, however, to allow the bidder to submit additional information pertaining to its qualifications after the Bid Submission Deadline provided in the Project Manual if circumstances warrant and to waive any error or defect in a Bidder’s Qualification Statement.

Answers may be expanded upon by attaching additional pages. Use 8½” x 11” paper and mark each additional page with the Bidder’s name and identification of the particular question to which an answer is being given. For the purposes of this Qualification Statement, the terms “company,” “firm,” “bidder,” “proposer,” and “contractor” are used interchangeably and have the same meaning.

The following documents or information must be included with your Qualifications Statement for this Bid Proposal. (Existing certification and license information on file with the County and current may meet the requirements of this section subject to verification prior to award of any contract):

Insurance: Contractor must provide proof that the firm is insured at least to the limits identified in the Sample Standard Agreement.

Licenses: Copies of all applicable and current trade licenses issued to the Contractor which legally allow the Contractor to perform the work identified for this Project.

Previous Work History: This Qualifications Statement includes a form titled “Experience on Completed or Ongoing Projects.” Please use this form to detail the work that the firm has performed within the last three (3) years. A minimum of three (3) successfully completed general civil and/or paving construction projects are required. Use one (1) page per project and reproduce copies of the form as necessary. In each project description, identify your firm as a prime contractor, subcontractor, or joint venture partner.

OSHA Violations: If at any time within the past five (5) years the Contractor has received an OSHA serious violation, you must provide copies of the *Citation and Notification of Penalty*, signed *Settlement Agreement*, and narrative which details the specific issue(s) cited, remedial action required and taken by the Contractor, amount of fine initially imposed, and ultimate resolution.

Resumes and Organizational Chart: The Contractor must include current resumes for each principal and key individual identified in Question 2B below. The statement must also include a copy of the firm’s current organizational chart.

Equipment: The Contractor must provide a list of equipment that would be available for the work.

1. GENERAL INFORMATION:

A. Type of organization: _____

If Corporation, include year and state incorporated If
 Partnership, state whether general or limited
 If Sole Proprietorship, include name of owner
 If Joint Venture*, include name all partnering firms

* Bidder's submitting a bid as joint venture must obtain a joint venture contractor's license before they may be awarded a contract, per Business and Professions Code §7029.1.

B. Is the firm, and all persons or firms listed in the bid as subcontractors, registered with the Department of Industrial Relations as required by California Labor Code section 1725.5?

_____ Yes _____ No

C. If you checked "No" in the previous question, then you must fall within one of the limited exceptions set forth in California Labor Code section 1771.1, and must register with the Department of Industrial Relations prior to contract award. Does the firm (or any subcontractor) fall within California Labor Code section 1771.1 and become registered prior to contract award?

_____ Yes (attach explanation) _____ No (not qualified)

2. PERSONNEL:

A. Identify the current number of employees below:

Employee Type	Full-Time	Part-Time
Office		
Field		

B. Principals and Key Personnel: On the chart below, supply the required information. Principals and key personnel include proprietors, partners, directors or officers of the firm; any manager or individual who participates in overall policy-making or financial decisions of the firm; any person who makes significant financial contributions to the firm's operations; any person in a position to control and direct the firm's overall operations or any significant part of its operation (including site foremen and superintendents). Resumes for principals and key personnel must be provided herewith. If necessary, use additional sheets to identify all principals and key personnel.

Description	Person 1	Person 2	Person 3
Name			
Title			
% Ownership			

3. FINANCIAL INFORMATION:

- A. Are there any liens outstanding against the Contractor?
(if yes, provide a detailed explanation on an attached sheet) Yes No

- B. Has the Contractor, principals, or key personnel been party to a
bankruptcy or reorganization proceeding with the last five years? (if
yes, provide a detailed explanation on an attached sheet) Yes No

- C. Annual sales dollar volume of Contractor: \$ _____

4. INTEGRITY OF CONTRACTOR: Please provide an explanation on an attached sheet for any of the following questions with the answer "yes".

- A. During the past five years has the Contractor:
 - i. Been subject of a lien or claim of \$25,000 or more by a subcontractor or supplier? Yes No
 - ii. Failed to complete a contract? Yes No
 - ii. Been suspended, debarred, disqualified or otherwise declared ineligible to bid? Yes No
 - iv. Been defaulted on any contract? Yes No
 - v. Had a contract terminated? Yes No
 - vi. Had liquidated damages assessed against it upon completion of a contract? Yes No
 - vii. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No

- B. During the past five years has the Contractor, Principals or Key Personnel:
 - i. Been a plaintiff or defendant in any lawsuits arising out of public or private construction contracts? Yes No
 - ii. Been the subject of an investigation involving any alleged violation of criminal law, civil antitrust law or other federal, state, or local civil law? Yes No
 - iii. Been convicted after trial or by plea of any felony under state or federal law? Yes No
 - iv. Entered a plea of nolo contendere to a charge of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or violation of an antitrust law? Yes No
 - v. Been the subject of an investigation of any alleged violation of federal, state, or local regulations by any public agency? Yes No

- vi. Been found to have committed a violation of any labor law or regulation including prevailing wage rates and fair labor practices? Yes No
- vii. Been found to have committed an OSHA "serious violation"? Yes No
- viii. Been found to have committed a construction-related violation of federal, state, or local environmental law or regulation? Yes No

5. BIDDING CAPABILITY AND PREVIOUS EXPERIENCE:

A. Provide a detailed narrative of the Contractor's experience and involvements in pavement rehabilitation processes, particularly full depth reclamation (FDR). Previous experience in this field of construction is necessary for the Contractor to be found responsible specific to this Project. Additional information can be provided on an attached sheet.

mark if continued on an attached sheet

B. Identify Contractor specialty capabilities (check all appropriate). Bidder must have self-performing capability for each specialty selected.

- | | |
|---|--|
| <input type="checkbox"/> 1. Grading & Earthwork | <input type="checkbox"/> 13. Micro-surfacing |
| <input type="checkbox"/> 2. Concrete | <input type="checkbox"/> 14. Slurry Sealing |
| <input type="checkbox"/> 3. Hot Mix Asphalt Paving | <input type="checkbox"/> 15. Tack Coat Placement |
| <input type="checkbox"/> 4. Roadway milling | <input type="checkbox"/> 16. Utility Placement & Trenching |
| <input type="checkbox"/> 5. Roadway Grinding & Pulverization | <input type="checkbox"/> 17. Traffic Control |
| <input type="checkbox"/> 6. Roadway Subgrade Stabilization | <input type="checkbox"/> 18. SWPPP Preparation |
| <input type="checkbox"/> 7. Pavement Grid Interlayer Installation | <input type="checkbox"/> 19. Roadway Sign Placement |
| <input type="checkbox"/> 8. Full Depth Reclamation (FDR) | <input type="checkbox"/> 20. Roadway Paint Striping |
| <input type="checkbox"/> 9. Hot Mix Asphalt Overlays | <input type="checkbox"/> 21. Roadway Paint Markings |
| <input type="checkbox"/> 10. Stress Absorbing Membrane Interlayer | <input type="checkbox"/> 22. Erosion Control Protection /BMP |
| <input type="checkbox"/> 11. Asphalt Concrete Hot In-Place Recycle | <input type="checkbox"/> 23. Roadway Culvert Installation / Repair |
| <input type="checkbox"/> 12. Asphalt Concrete Cold In-Place Recycle | <input type="checkbox"/> 24. Metal Fabrication and Welding |

C. Contract capability (determined by size of previous work and bonding capacity):

- 1. \$0 - \$10,000
- 2. \$0 - \$50,000
- 3. \$0 - \$100,000
- 4. \$0 - \$250,000
- 5. \$0 - \$500,000
- 6. \$0 - \$1,000,000
- 7. \$0 - \$5,000,000
- 8. \$0 - \$10,000,000
- 9. \$0 - >\$10,000,000

D. Use the following form on the next page to describe Bidder's experience on completed or ongoing projects over the last five (5) years. A separate sheet must be completed for each project; a minimum of three (3) projects are required.

PROJECT EXPERIENCE WITH ROADWAY REHABILITATION AND/OR ASPHALT RECONSTRUCTION PROJECTS

Project Status:

- Project completed
- Work in progress

Contractor's Role*:

- Prime Contractor
- Subcontractor
- Joint Venture Partner

* Entity submitting proposal is considered "Contractor"

Facility / Project Name: _____

Address of Project: _____

Project Owner: _____

Contract Amount (Contractor's Share): \$ _____ Was project bonded? Yes No

% of total project performed by Contractor by Contractor's own forces: _____%

Was Contractor required to provide a Performance Bond and/or Payment Bond? Yes No

Start Date: _____ Scheduled Completion Date: _____ Actual Completion Date: _____

Construction Manager / Project Manager:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Architect / Engineer:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Reference familiar with Contractor's performance:

Company: _____

Address: _____

Telephone: _____ email: _____

Contact Name: _____ Title: _____

Description of work performed by Contractor: _____

BID BOND

(MINIMUM 10% OF TOTAL BID AMOUNT)

KNOW ALL BY THESE PRESENTS that we, _____
the Contractor in the contract hereto annexed, as Principal, and _____,
as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth
herein to the County of Mono (hereinafter, "Owner") in the sum of \$ _____
lawful money of the United States. Principal has submitted the accompanying bid for

EASTSIDE LANE REHABILITATION PROJECT PHASE 2 (FEDERAL PROJECT NO. RPL-5947(065))

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files two bonds with the Owner, one to guarantee payment for labor and materials and the other to guarantee faithful performance, in the time and manner specified by the Owner, and carries all insurance in the type and amount which conforms to the Contract Documents, and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred with or without suit.

PRINCIPAL:

Executed on: _____

By: _____

(Seal of Corporation)

Title: _____

(Attach notary acknowledgment for Contractor's authorized representative and for Attorney-in-Fact of Surety)

NOTICE: No substitution or revision to this bond form will be accepted. Sureties must be authorized to do business in and have an agent for service of process in California. A certified copy of Power of Attorney must be attached.

Any claims under this bond may be addressed to:

_____ (Name and address of Surety)

_____ (Name and address of Surety's agent for service
of process in California, if different from above)

_____ (Telephone number of Surety's agent in Calif.)

(Attach notary acknowledgement)

SURETY

By: _____
(Attorney-in-Fact)

Exhibit 15-G: Construction Contract DBE Commitment

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

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. NAICS or Work Category Codes	13. DBE Certification Number	14. DBE Contact Information (Must be certified on the date bids are opened)	15. DBE Dollar Amount

Local Agency to Complete this Section upon Execution of Award		16. TOTAL CLAIMED DBE PARTICIPATION	
22. Local Agency Contract Number:			
23. Federal-Aid Project Number:			%
24. Bid Opening Date:			
25. Contract Award Date:			
26. Award Amount:		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
27. Local Agency Representative's Signature	28. Date	17. Preparer's Signature	18. Date
29. Local Agency Representative's Name	30. Phone	19. Preparer's Name	20. Phone
31. Local Agency Representative's Title		21. Preparer's Title	

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

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

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). RPL-5947(065) Bid Opening Date _____ CON

The County of Mono established a Disadvantaged Business Enterprise (DBE) goal of 8% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled "Submission of DBE Commitment" of the Special Provisions, **please attach additional sheets as needed**:

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

Publications	Dates of Advertisement

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

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

C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to met or exceed the DBE contract goal.

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

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

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

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

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts:

Fillable pdf Exhibit 15-G and 15-H is available for download at

<https://dot.ca.gov/programs/local-assistance/forms/local-assistance-procedures-manual-forms>

SECTION II



SAMPLE STANDARD AGREEMENT

Eastside Lane Rehabilitation Project Phase 2

RPL-5947(065)

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**AGREEMENT BETWEEN COUNTY OF MONO AND
[CONTRACTOR] FOR THE CONSTRUCTION OF
THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2
FEDERAL PROJECT NO. RPL-5947(065)**

INTRODUCTION

WHEREAS, the County of Mono (“County”) may have the need for the construction services of [CONTRACTOR], of [CITY, STATE] (“Contractor”) (County and Contractor may be referred to individually as a “Party” and collectively as the “Parties”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

Contractor shall furnish to County, upon its request, those services and work set forth in the Scope of Work set forth in Attachment A, attached hereto and by this reference incorporated herein, and in accordance with the Project Manual (including technical specifications) and Contractor’s bid. Requests by County to Contractor to perform under this Agreement will be made by the Director of the Department of Public Works or an authorized representative thereof. Requests to Contractor for services or work to be performed under this Agreement will be based upon County's need for such services and work. County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of Contractor by County under this Agreement. By this Agreement County incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if County should have some need for such services or work during the term of this Agreement.

Services and work provided by Contractor at County's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and county laws, ordinances, and resolutions including, but not limited to, those that are referred to in this Agreement.

This Agreement is subject to the following Exhibits (as noted) which are attached hereto, following all referenced Attachments, and incorporated herein by this reference:

- Exhibit 1:** General Conditions (Construction)
- Exhibit 2:** Prevailing Wages
- Exhibit 3:** Bond Requirements
- Exhibit 4:** Invoicing, Payment, and Retention
- Exhibit 5:** Trenching Requirements
- Exhibit 6:** FHWA Requirements
- Exhibit 7:** CDBG Requirements
- Exhibit 8:** HIPAA Business Associate Agreement
- Exhibit 9:** Other: Federal Minimum Wage Rates

In the event of a conflict between the terms of an attached Exhibit and this Agreement, the terms of the Exhibit shall govern.

2. TERM

The term of this Agreement shall be from [BEGIN DATE], to [END DATE], unless sooner terminated as provided in this Agreement.

3. CONSIDERATION

A. Compensation. County shall pay Contractor in accordance with the Schedule of Fees (set forth as Attachment B) for the services and work described in Attachment A that are performed by Contractor at County's request.

B. Travel and Per Diem. Contractor will not be paid or reimbursed for travel expenses or per diem that Contractor incurs in providing services and work requested by County under this Agreement, unless otherwise provided for in Attachment B.

C. No Additional Consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from County, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed [X Dollars (\$X)], plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (collectively, the "Contract Limit"). The County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

E. Billing and Payment. Contractor shall submit to County, on a monthly basis, an itemized statement of all services and work described in Attachment A, completed at the County's request. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment corresponding to a single incident of service or work performed at County's request. All statements submitted in request for payment shall identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoicing shall be informative but concise regarding services and work performed during that billing period. Upon finding that Contractor has satisfactorily completed the work and performed the services as requested, the County shall make payment to Contractor within 30 days of its receipt of the itemized statement. Should County determine the services or work have not been completed or performed as requested and/or should Contractor produce an incorrect statement, County shall withhold payment until the services and work are satisfactorily completed or performed and/or the statement is corrected and resubmitted.

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in Exhibit 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

(1) Except as provided in subparagraph (2) below, County will not withhold any federal or state

income taxes or social security from any payments made by County to Contractor under the terms and conditions of this Agreement.

(2) County shall withhold California state income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed One Thousand Four Hundred Ninety-nine dollars (\$1,499.00).

(3) Except as set forth above, County has no obligation to withhold any taxes or payments from sums paid by County to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the U.S. Internal Revenue Service and the California State Franchise Tax Board.

4. WORK SCHEDULE

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A that are requested by County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor, in arranging his/her schedule, will coordinate with County to ensure that all services and work requested by County under this Agreement will be performed within the time frame set forth by County.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

Any licenses, certificates, or permits required by the federal, state, county, or municipal governments, for Contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits that are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and County as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, County reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, support services and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. COUNTY PROPERTY

A. Personal Property of County. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, uniforms, vehicles, reference materials, furniture, appliances, etc.

provided to Contractor by County pursuant to this Agreement is, and at the termination of this Agreement remains, the sole and exclusive property of County. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total that is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and

coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:

- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as an independent contractor, and not as an agent, officer, or employee of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of, or exercise any right or power vested in, County, except as expressly provided by law or set forth in Attachment A. No agent, officer, or employee of County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County’s control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

10. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney’s fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor’s agents, officers, or employees. Contractor’s obligation to defend, indemnify, and hold the County, its agents, officers, and employees

harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

11. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, micrographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of County shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, that County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

13. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 13 shall not apply.

14. ASSIGNMENT

This Agreement is an agreement for the personal services of Contractor. County has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of the County. Further, Contractor shall not assign any moneys due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT

If Contractor abandons the work, or fails to proceed with the work and services requested by County in a timely manner, or fails in any way as required to conduct the work and services as required by County, County may declare Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, County will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 22 below.

17. CONFIDENTIALITY

Contractor agrees to comply with various provisions of the federal, state, and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential, all such privileged, restricted or confidential information and records obtained in the course of providing the work and services under this Agreement. Disclosure of such information or records shall be made by Contractor only with the express written consent of the County.

18. CONFLICTS

Contractor agrees that he/she has no interest, and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work and services under this Agreement. Contractor agrees to complete and file a conflict-of-interest statement.

19. POST-AGREEMENT COVENANT

Contractor agrees not to use any confidential, protected, or privileged information that is gained from County in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two (2) years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with County, or who has been an adverse party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, or county

statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 22.

22. AMENDMENT AND MODIFICATION

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the Parties, if such amendment or change order is in written form, and executed with the same formalities as this Agreement or in accordance with delegated authority therefor, and attached to the original Agreement to maintain continuity.

23. NOTICE

Any notice, communication, amendments, additions or deletions to this Agreement, including change of address of any party during the term of this Agreement, which Contractor or County shall be required, or may desire to make, shall be in writing and may be personally served, or sent by prepaid first-class mail or email (if included below) to the respective parties as follows:

<p>If to County:</p> <p>Mono County Public Works Department Attn: Chad Senior P.O. Box 457 Bridgeport, CA 93517 Phone: 760 924-1812 Email: csenior@mono.ca.gov</p>	<p>If to Contractor:</p> <p>[NAME] [ATTN:]]STREET] [CITY, STATE, ZIP] [Phone:] [Email:]</p>
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24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic and facsimile transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

25. GOVERNING LAW; VENUE

This Agreement shall be interpreted under the laws of the State of California. Exclusive venue for any legal action shall be Mono County, California

26. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless executed in writing by the parties hereto.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS _____ DAY OF _____, 2024.

COUNTY OF MONO

[CONTRACTOR]

By: _____

By: _____

Dated: _____

Dated: _____

Taxpayer's Identification or Social Security Number: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 RPL-5947(065)

TERM:

FROM: [DATE]

TO: [DATE]

SCOPE OF WORK:

County has selected, and Contractor shall construct, project bid items 1 through 27 set forth in the Project Manual and included in Attachment B of this agreement.

The major work items of this the EASTSIDE LANE REHABILITATION PROJECT PHASE 2, Project No. RPL-5947(065) (“Project”) are to rehabilitate the existing asphalt concrete on Eastside Lane from Highway 395 to Offal Road and from Cunningham Lane to Topaz Lane. The project will also replace two existing culverts crossing under Eastside Lane, install flared end sections at culvert locations designated on the plans, paint traffic markings, install roadway signs, and other items or details not mentioned above that shall be performed, placed, constructed, or installed in accordance with the Project’s Invitations for Bids and the Contract Documents, including the Project Manual, Project Plans, the Standard Specifications and the Standard Plans (2023) issued by the California Department of Transportation, the Manual of Uniform Traffic Control Devices (MUTCD), and the AASHTO Green Book (2018) as they may have been amended for County’s use.

Tasks performed in completing the Project shall follow generally accepted practices for the construction industry and shall meet the minimum requirements and guidelines established by federal, state, and local agencies. Work tasks shall be coordinated with County's Department of Public Works.

Note: This Agreement and Scope of Work includes and is subject to the provisions of the Contract Documents, including Project Manual, Project Plans, and the General Prevailing Wage Rates established by the Federal government and California Department of Industrial Relations in effect on the date of this Agreement, which documents are attached hereto and/or by this reference incorporated herein.

SCHEDULE OF FEES:

See Bid Schedule set forth in Attachment B of this Agreement and incorporated herein.

WORK SCHEDULE:

See Contract Documents, attached hereto and incorporated herein. All work shall be completed within **Thirty-Five (35) working days** of the start of construction date stated in the Notice to Proceed issued by the County. Completion of site improvements shall be specified by the Department of Public Works in a Notice of Completion filed in the Office of the County Recorder.

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ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 RPSTPL-5947(065)

TERM:

FROM: [DATE]

TO: [DATE]

SCHEDULE OF FEES:

See Bid Schedule, attached hereto and incorporated herein as Attachment B2. The total project cost shall not exceed [X Dollars (\$X)], unless otherwise authorized by the County in writing prior to Contractor incurring additional expenses. Upon the County's written approval and authorization to proceed, payment shall be made for any additional items or tasks not initially specified in Attachment A (Scope of Work) attached to the Agreement and incorporated herein.

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ATTACHMENT B2

**AGREEMENT BETWEEN COUNTY OF MONO AND
[CONTRACTOR] FOR THE CONSTRUCTION OF THE
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
RPL-5947(065)**

BID SCHEDULE

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EXHIBIT 1

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Federal Project No. RPL-5947(065)

GENERAL CONDITIONS

SECTION 1. GENERAL

1.1 DEFINITIONS AND TERMS.

Where the following terms are used in these General Conditions, the intent and meaning shall be interpreted as identified in the Standard Specifications and as follows:

- A. **ADMITTED SURETY INSURER (or, SURETY):** A corporate insurer or inter-insurance exchange to which the State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the Insurance Code.
- B. **AWARD:** The acceptance by the County of the successful bidder's proposal.
- C. **CALENDAR DAY:** Unless otherwise specified, days or calendar days means each and every day shown on the calendar, Saturdays, Sundays, and holidays included.
- D. **CHANGE ORDER:** A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for the work affected by such changes. The work, covered by a change order, shall be within the scope of the contract.
- E. **CONTRACT (or, CONTRACT DOCUMENTS):** The written and executed agreement between the County and the Contractor covering the work to be performed. The written agreement consists of all attachments as well as all documents incorporated by reference and shall include, but is not limited to, the agreement, performance bond, labor and materials payment bond, any required insurance certificates, the project manual, any addenda issued to bidders, and the project plans.
- F. **CONTRACTOR:** The business entity entering into a contract with the County of Mono for the performance of the work.
- G. **CONTRACT ITEM (or, PAY ITEM):** A specific unit of work for which a price is provided in the Contract.
- H. **CONTRACT TIME:** The number of calendar days or working days, for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
- I. **COUNTY:** The County of Mono, a political subdivision of the State of California.
- J. **DEPARTMENT:** The Mono County Department of Public Works, except where Department of Transportation publications and offices are cited, whereupon such citations are to remain as written and refer to the State of California, Department of Transportation.

- K. **ENGINEER:** The individual, partnership, firm, or corporation duly authorized by the County to be responsible for engineering supervision of the contract work and acting directly or through an authorized representative.
- L. **EQUIPMENT:** All machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.
- M. **EXTRA WORK:** An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified.
- N. **INSPECTOR:** An authorized representative of the Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
- O. **LABORATORY:** The laboratory or laboratories authorized by the Department to test materials and work involved in the contract.
- P. **LIQUIDATED DAMAGES:** the daily amount set forth in these General Conditions to be deducted from the contract price to cover additional costs incurred by a local agency because of the contractor's failure to complete the contract work within the number of calendar days or workdays specified.
- Q. **NOTICE TO PROCEED:** A written notice from the Department to the Contractor to begin the actual contract work on the Project. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
- R. **PROJECT:** The construction, installation, placement, alteration, or repair of any improvement of any kind, which is required directly or indirectly by the contract.
- S. **SPECIFICATIONS:** A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if physically included in the contract.
- T. **STANDARD PLANS:** State of California Department of Transportation, 2015 edition of the Standard Plans
- U. **STANDARD SPECIFICATIONS:** State of California Department of Transportation, 2015 edition of the Standard Specifications
- V. **SUPERINTENDENT:** The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.
- W. **SURVEYOR:** The individual, partnership, firm, or corporation duly authorized by the Contractor to be responsible for verifying placement of the work and acting directly or through an authorized representative.
- X. **UNEXCUSABLE DELAY:** a delay that does not entitle the Contractor to an adjustment of the Contract Limit and does not entitle the Contractor to an adjustment of the Contract Time.
- Y. **WORK:** The construction and services required by the Contract, whether completed in whole or partially completed, and includes all labor, materials, equipment, tools, supplies, tax, transportation, and services provided or to be provided by the Contractor to fulfill Contractor's obligations. The Work may constitute the whole or a part of the Project.

Z. **WORKING DAY:** A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least 6 hours toward completion of the contract. Unless work is suspended for causes beyond the Contractor's control, Saturdays, Sundays, and holidays on which the Contractor's forces engage in regular work, requiring the presence of an inspector, will be considered working days.

1.2 ORDER OF PRECEDENCE OF DOCUMENTS.

In the event of a conflict between the Agreement (including any attachment or exhibit thereto); the Invitation for Bids and Instructions to Bidders; the Project Plans; the Technical Specifications; the 2018 State of California, Department of Transportation, Standard Specifications; and the Quality Assurance Program (QAP), the Contractor shall immediately notify the County. The County shall have the sole discretion to resolve any such conflict by deciding which document or provision shall govern.

SECTION 2. PERFORMANCE OF WORK

2.1 USE OF PREMISES, HOURS OF WORK, CONTACT INFORMATION AND PUBLIC NOTIFICATION.

- A. Work occurring within 500 feet of a residential or commercial occupancy shall be limited to the hours between 7:00 am and 8:00 pm Monday through Saturday (Sunday operations shall be limited to hours between 9:00 am and 5:00 pm). Concrete pouring is limited to daylight hours between sunrise and sunset.
- B. Unless otherwise provided, the Contractor accepts full control of any vehicles, equipment, material, or other property delivered to the site in the performance of services and work for the Project. The Contractor is solely responsible for ensuring the security and protection of such vehicles, equipment, materials, property, and Work. The County accepts no responsibility for the security, safety, or liability of said vehicles, equipment, material, property, or work until final acceptance of the Work. The Contractor understands that the project site is a public area and, as such, there may be vandalism or obstructions, protrusions, and undesirable materials on and under the ground surface that may result in damage to the Contractor's vehicles, equipment, materials, project work, or other property.
- C. Authorized representatives or agents of the Engineer and County, state, or federal government shall have the right to enter the project site at any time during execution of the Work for any purpose that will not unreasonably interfere with the Contractor's use, including, but not limited to, the conduct of its own business, facility inspection, or inspection to ensure compliance with the terms and conditions of the Project.
- D. 24 Hour Contact Number - The Contractor shall assign a project superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff's Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.
- E. Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall deliver written notice to all adjoining residents,

businesses, tenants, to the fire department and law enforcement agency having jurisdiction over the project area, and other applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor's superintendent and of the County Engineer. A follow up notice shall be distributed two days prior to the construction activity. Copies of all notices shall be provided to the Engineer for approval five working days prior to the desired distribution date.

NOTICE SHALL ADDITIONALLY BE PROVIDED TO THE FOLLOWING, OR AS FOLLOWS:

Mono County Sheriff's Department	760 932-7549
Antelope Valley Fire District	530 495-900
Antelope Valley Mutual Water Company	775 690-2161
Southern CA Edison	760 924-4810

- F. Vehicular access – Vehicular access to and from commercial and residential driveways and parking lots shall be maintained at all times, except when performing items of work that cannot be accomplished without access restriction.

2.2 OTHER PROJECTS.

The Contractor is advised that other projects may be taking place at the site at the same time as this Project. The Contractor will make every effort to coordinate his work with that of other contractors.

2.3 PROTECTION OF PROPERTY.

Attention is directed to Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications. The Contractor shall take all reasonable precautions to preserve and protect all on-site and surrounding public and private property to prevent damage of all kinds to existing structures, signs, fences, gates, roads, drainage facilities, monitoring wells, equipment, and the environment arising from the execution of this Contract, unless otherwise called for on Project Plans or in these General Conditions. In addition, the Contractor shall be responsible for the preservation and protection of all land monuments and property markers.

In addition to its obligations pursuant to the Agreement to defend, indemnify, and hold the County harmless, the Contractor shall replace, repair, and/or be responsible for any damage or injury to property of any character during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the Work, or at any time due to defective work or materials, and said responsibility shall not be released until the Project is completed and accepted. Repairs or replacement required as a result of such damage shall be performed to the County's satisfaction and at no additional cost to the County.

It is the Contractor's responsibility to identify and document any property or site damage that exists prior to the start of construction. If undocumented damage is discovered by the County that could have been caused as a result of the Contractor's presence, it will be the Contractor's responsibility to repair the damage to the County's satisfaction without cost to the County. If the Contractor does not repair the damage to the County's satisfaction, the County has the right, after 48 hours of written notification, to repair the damage and charge the Contractor for all expenses associated with the repair.

The Contractor shall be responsible for the safety of all persons at or near the project site as it pertains to the Project. The Contractor shall provide signage, temporary protective fencing, or covering over any open trenching, excavation, or other hazardous situation arising from the execution of the Work, to keep out unauthorized persons, at no additional cost to the County.

2.4 ENVIRONMENTAL PROTECTION.

The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. All necessary precautions shall be taken to prevent pollution of streams, drainage channels, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter. Any fuel or lubricants stored on-site shall be in appropriate and secure containers provided with secondary containment.

2.5 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.

Should the Contractor encounter 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, and shall immediately cease work in the affected area and immediately report the condition to the Engineer in writing.

In accordance with Section 25914.1 et seq. of the Health and Safety Code, all such removal of asbestos or hazardous substances, including any exploratory work to identify and determine the extent of such asbestos or hazardous substance, shall be performed by a person properly licensed to perform such work and shall be performed by separate contract if the presence of asbestos or hazardous substances is not disclosed in the bid documents.

2.6 ARCHAEOLOGICAL AND HISTORICAL FINDINGS.

Should the Contractor encounter, during its operations, any building, part of a building, structure, or object which is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the Engineer. The Engineer will immediately investigate the Contractor's finding and will direct the Contractor either to resume its operations or to suspend operations as directed.

Should the Engineer order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such work shall be covered by an appropriate contract modification (change order, amended or supplemental agreement).

SECTION 3. ACKNOWLEDGEMENTS, DISCLOSURES, CERTIFICATIONS AND AFFIDAVITS

3.1 DEBARMENT AND SUSPENSION CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 to be of ineligible by any federal agency within the past three (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 three (3) years. Any exceptions to this certification must be disclosed to the County.

3.2 NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor's signature affixed to the Agreement, shall constitute a certification under penalty of perjury under the laws of the State of California that no more than one final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with a court order to comply with an order of the National Labor Relations Board.

3.3 APPLICABILITY TO SUBCONTRACTORS

The certification and disclosure of lobbying activities forms provided in the Project Manual and/or the Agreement shall be included in each subcontract and any lower-tier contracts exceeding \$10,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

3.4 QUARTERLY DISCLOSURES

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, subcontractor, or lower-tier contractor. 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), employees(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

SECTION 4. SUBCONTRACTORS

4.1 SUBCONTRACTING.

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

If the Contractor violates Public Contract Code § 4100 et seq., the County of Mono may exercise the remedies provided under Public Contract Code § 4110 and may refer the violation to the Contractors State License Board as provided under Public Contract 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 Agreement and all contract documents including, but not limited to insurance requirements. Subcontractor shall provide all certificates and other required

documentation/proof of insurance to Contractor, and Contractor shall make such documents available to County upon its request.

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.).

The Contractor shall submit copies of subcontracts upon request by the Engineer. Before subcontracted work starts, the Contractor shall submit a Subcontracting Request form to the Engineer. The Contractor shall not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations web site at: <http://www.dir.ca.gov/dlse/debar.html>

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

If the work involves Federal funds, each subcontract and any lower-tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contract" located in the Federal Provisions within the Project Manual.

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.

4.2 PERFORMANCE OF SUBCONTRACTORS

The bid shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

4.3 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS.

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days from 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 County's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions 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.

4.4 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS.

Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the County's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute

involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Please refer to the Federal Provisions (for contracts involving Federal funds), attached to the Agreement for further information. Where the Federal Provisions apply, they shall supersede and replace this section 4.4 to the extent inconsistent herewith.

4.5 APPALACHIAN REGIONAL DEVELOPMENT ACT OF 1965.

This project is not funded under the Appalachian Regional Development Act of 1965, therefore, page FP-13 of the Federal Provisions (if Federal Provisions are included in the contract) does not apply to this contract.

SECTION 5. PROJECT IMPLEMENTATION

5.1 PRE-CONSTRUCTION CONFERENCE.

Prior to Contractor mobilization, a pre-construction conference will be held at a location, date, and time to be determined by the County for the purpose of discussing with the Contractor the scope of work, Project Plans, Technical Specifications, Special Provisions, existing conditions, coordination with disposal site operations, equipment and material storage locations, materials testing and construction quality assurance, and all essential matters pertaining to the prosecution of and the satisfactory completion of the Project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include subcontractors.

5.2 PROSECUTION AND PROGRESS.

The Contractor shall submit a progress schedule for the Engineer's approval within 10 calendar days after the date of the Notice to Award. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

5.3 ORDER OF WORK.

The project site is located in a climate that can experience freezing temperatures throughout the year. While determination of the means, methods, techniques, sequences, and procedures of construction are the responsibility of the Contractor, such sequencing and procedures must bear climatic conditions in mind. Work shall be scheduled and protected such that inclement weather does not damage the Work or result in a hazardous condition.

SECTION 6. PROJECT ADMINISTRATION

6.1 GENERAL.

Changes and Extra Work: The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a *Change Order*. A *Change Order* is approved when the County signs the *Change Order*. Until the County approves a *Change Order*, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the *Change Order* before its approval. Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Control of Work:

Attention is directed to Section 4-1.05, "Changes and Extra Work," and applicable portions of Section 5, "Control of Work," Section 7, "Legal Relations and Responsibility to the Public," and Section 8, "Prosecution and Progress," of the Standard Specifications with respect to administration of this contract and the Project.

6.2 OMITTED ITEMS.

The County may, if in its best interest, omit from the Work any Contract Item. Such omission shall not invalidate any other Contract provision or requirement. Should a Contract Item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such an item prior to the date of the order to omit such item.

6.3 CONTRACTOR REPRESENTATION.

The County will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented in person by either a qualified, competent Superintendent or by another designated, qualified, competent representative who is duly authorized to receive and execute orders of the Engineer. The Superintendent shall be satisfactory to the County and shall not be changed except with the express written consent of the County unless the ceases to be in its employment.

All communications given to the Superintendent or other authorized representative shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. An authorized representative of the Contractor shall be available for emergency telephone communications from the County on a 24-hour, seven days per week basis during the performance of the Work.

6.4 CONTRACTOR PERSONNEL.

The Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him or her. The Contractor shall ensure that all workers have sufficient skill and experience necessary to properly perform the work assigned to them and that workmanship shall be of the best trade practice, regardless of the quality of materials. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily. The Contractor shall provide, at all times, sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with the Project Plans, these General Conditions, the Special Provisions, any QAP, and the approved schedule.

An employee of the Contractor or subcontractor who is deemed by the County to be incompetent, disorderly, or otherwise objectionable shall be promptly removed by the Contractor and not reemployed on the Work.

6.5 METHODS AND EQUIPMENT.

The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents.

All equipment used on the Work shall be of sufficient size and in such mechanical condition as to meet requirements of the Work and to produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed work, adjacent property, or existing facilities will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract Documents, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract Documents.

6.6 PARTIAL PAYMENTS.

Unless otherwise agreed by the County, no partial payment will be made for any materials on hand which have been furnished but not incorporated into the work.

6.7 FINAL ACCEPTANCE.

Upon due notice from the Contractor of presumptive completion of the entire Project, the Engineer and County will make an inspection. If all construction provided for and contemplated by the Contract is found to be completed in accordance with the Contract Documents, such inspection shall constitute the final inspection. The County shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the County will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the County will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

The completion of the contract will be accepted and Notice of Completion recorded by the County only when the entire contract is completed satisfactorily to the County.

6.8 CLAIMS FOR ADJUSTMENT AND DISPUTES.

If for any reason the Contractor deems that it is due additional compensation for work or materials not clearly provided for in the Contract Documents or previously authorized as extra work, the Contractor shall notify the County in writing of its intention to claim such additional compensation 24 hours before beginning the work on which the claim is based. If such notification is not given or the County is not afforded a proper opportunity by the Contractor to keep strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 14 calendar days,

submit its written claim to the County for consideration in accordance with local laws or ordinances. Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

Claims falling within the provisions of California Public Contract Code section 9204 shall be processed in accordance with that section.

6.9 FORCE MAJEURE.

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

6.10 WARRANTY AND GUARANTEE.

The Contractor warrants to the County that all materials furnished under this Contract shall be new unless otherwise specified and that all Work, including without limitation all materials, will be of good quality, free from faults and defects and in conformance with contract requirements. Any work not so conforming to these standards may be considered defective. The obligations of the Contractor in this subsection shall be in addition to, and not in limitation of, any obligations imposed upon it by those guarantees required by the contract or otherwise prescribed by law.

Neither the recordation of a Notice of Completion, nor the final certification or payment, nor any provision of the Contract or partial or entire use or occupancy of the premises by the County shall constitute an acceptance of the Work not performed in accordance with the Contract or relieve the Contractor of liability with respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor agrees that all work and materials provided under this contract are guaranteed for a period of one year against defects of any kind or nature and that any defective work or materials resulting from the Contractor's negligence will be repaired or replaced by the Contractor at its own expense immediately upon notification by the County. The Contractor shall furnish a warranty bond in the amount of 10 percent of the contract price as provided for and meeting the requirements specified in the Agreement. The warranty bond shall be furnished and approved prior to final payment and release and shall remain in effect for the duration of the guarantee period to insure the repair or replacement of defective work or materials. The one-year guarantee period shall commence on the day of recordation of the Notice of Completion.

The County will give notice of observed defects with reasonable promptness. The County is authorized to make such repairs and charge the Contractor the actual costs of such necessary labor and material, if, within 14 calendar days after mailing a notice in writing to the Contractor or its agent, the Contractor neglects to make or undertake with due diligence the aforesaid repairs; provided, however, that in the

case of an emergency where, in the opinion of the County, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

If after installation and acceptance, the Work provided for under this Contract proves to be unsatisfactory to the County, the County shall have the right to use the Work until it can, without damage to the County, be taken out of service for correction or replacement. Such period of use of the defective Work pending correction or replacement shall in no way decrease the guarantee period.

Nothing in this section shall be construed to limit, relieve or release the Contractor's, subcontractor's, and supplier's liability to the County for damages sustained as the result of latent defects in the Work caused by the negligence of their respective agents, employees or subcontractors.

SECTION 7: TERMINATION

7.1 TERMINATION BY CONTRACTOR.

The Contractor shall have the right to terminate the Contract only upon the occurrence of one of the following:

1. Provided that County has not commenced reasonable action to remove any order of a court within the 90 day period, the Work is stopped for 90 consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
2. The County fails to perform any material obligation under the Contract Documents and fails to cure such default within 30 days, or County has not commenced to cure such default within 30 days where such cure will require a reasonable period beyond 30 days and diligently prosecutes the same to completion, after receipt of notice from Contractor stating the nature of such default(s).

Upon occurrence of one of the events listed above, the Contractor may, upon 10 days additional notice to County and Engineer, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract.

Upon termination by Contractor, County will pay to Contractor the sum determined by Section 7.4 of these General Conditions. Such payment will be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract by Contractor pursuant to this section; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

7.2 TERMINATION BY COUNTY FOR CAUSE.

The County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause at any time after the occurrence of any of the following events:

1. Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
2. Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

3. A receiver is appointed to take charge of Contractor's property.
4. The commencement or completion of any Work activity on the critical path is more than 6 days behind the date set forth in the Contract Schedule for such Work activity as a result of an Unexcusable Delay.
5. Contractor abandons the Work.

Upon the occurrence of any of the following events and subject to the clause entitled "Force Majeure", the County will have the right to terminate the Contract for cause or the Contractor's right to perform the Contract for cause if the Contractor fails to promptly commence to cure such default and diligently prosecute such cure within 5 days after notice from the County, or within such longer period of time as is reasonably necessary to complete such cure:

1. Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
2. Contractor fails to make prompt payment of amounts properly due subcontractors after receiving payment from County.
3. Contractor fails to follow applicable legal requirements.
4. Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
5. Contractor is in default of any other material obligation under the Contract Documents.
6. Contractor persistently or materially fails to comply with applicable safety requirements.

Upon any of the occurrences referred to above the County may, at its election and by notice to the Contractor, terminate the Contract and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method County may deem expedient. If requested by County, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within 7 days of such request; and if Contractor fails to do so, County may remove or store, and after 90 days sell, any of the same at Contractor's expense.

If the Contract or Contractor's right to perform is terminated by the County as provided in this section, the Contractor shall not be entitled to receive any further payment until the expiration of 35 days after Final Completion and acceptance of all Work by County.

If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, including costs for County staff time, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to County.

No termination or action taken by the County after termination shall prejudice any other rights or remedies of the County provided by law or by the Contract Documents upon such termination; and the County may proceed against the Contractor to recover all losses suffered by County.

Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of

the work performed.

7.3 TERMINATION BY COUNTY FOR CONVENIENCE.

The County may, at its option, terminate this Contract, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of the Contractor, the County shall pay the Contractor in accordance with this Section, below.

Upon receipt of notice of termination under this Section 7.3, Contractor shall, unless the notice directs otherwise, do the following:

1. Immediately discontinue the Work to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.

Upon such termination, the obligations of the Contract shall be as set forth in section 7.4. Termination of the Contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

7.4 PAYMENT ADJUSTMENT FOR TERMINATION.

Section 8-1.14E, "Payment Adjustment for Termination," of the Standard Specifications is replaced in its entirety by the following language:

Upon such termination, the County shall pay to Contractor the sum of the following:

1. The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor.
2. Plus previously unpaid costs of any items delivered to the Project Site that were fabricated for subsequent incorporation in the Work.
3. Plus any proven losses with respect to materials and equipment directly resulting from such termination.
4. Plus reasonable demobilization costs.
5. Plus reasonable costs of preparing a statement of the aforesaid costs, expenses, and losses in connection with such termination.

The above payment shall be the sole and exclusive remedy to which the Contractor is entitled in the event of termination of the Contract by the County pursuant to Sections 7.2 or 7.3; and the Contractor will be entitled to no other compensation or damages and expressly waives same.

SECTION 8. MATERIALS

8.1 MANUFACTURER’S SPECIFICATIONS AND RECOMMENDATIONS.

Wherever, in the Contract Documents, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item. This requirement shall be met with respect to the specifications and recommendations of the manufacturer of an “or equal” item approved by the Engineer and installed or applied by Contractor.

8.2 REFERENCE TO SPECIFICATIONS AND TRADE NAMES.

Where American Society for Testing Materials (ASTM) or other specifications or standards are mentioned, it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the same that are in effect on the date of bid submission.

Where the trade name of a product or the name of a product or the name of a manufacturer appears, it shall be understood to specify the product so identified or its “Approved Equal.” The words “Or Equal” or “Approved Equal” shall mean equal in the opinion of, and approval by, the Engineer. Any substitutions for products or manufacturers mentioned in the Contract Documents shall be submitted by the Contractor to the County for approval within 14 calendar days following the Award of Contract or as otherwise permitted in writing by the Engineer.

8.3 STORAGE OF MATERIALS.

Materials shall be stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even if approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the County and the location of the Contractor’s plant and parked equipment or vehicles shall be as directed by the County. Private property shall not be used for storage purposes without written permission of the owner or lessee of the property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the County a copy of the owner’s or lessee’s permission. All storage sites on private or County property shall be restored to their original condition by the Contractor at its entire expense, except as otherwise agreed to in writing by the County.

SECTION 9. CONSTRUCTION DETAILS

9.1 ORDER OF WORK.

The location where Project improvements are to be constructed will be exposed to public traffic. The Contractor shall conduct operations so that conditions do not exist that would create a nuisance, hazard, or other damage. Appropriate safety measures, warning devices and protective devices shall be implemented to protect all workers, the traveling public, and the work.

9.2 SANITARY, HEALTH, AND SAFETY PROVISIONS.

The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements of the State and local Health Department, or of other bodies or tribunals having jurisdiction.

Attention is directed to federal, State, and local laws, rules and regulations concerning construction

safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to that worker's health or safety.

The Engineer and County shall have **NO** responsibility for job site safety. The Contractor and his subcontractors must execute their daily work in accordance with the latest edition of the Occupational Safety and Health Administration (OSHA).

9.3 CONSTRUCTION SITE NUISANCE.

The Contractor shall maintain preventative controls of blowing dust, noise, and other nuisances from construction work. No dogs or other animals are allowed within the project limits.

9.4 PUBLIC CONVENIENCE AND SAFETY.

The Contractor shall provide temporary protective fencing, barriers, and/or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the County. The cost for providing signage, barriers, or any other items associated with public convenience and safety shall be the sole responsibility of the Contractor and no additional payment will be allowed therefor.

Contractor shall comply with OSHA regulations applicable to Contractor regarding necessary safety equipment and procedures. Contractor shall comply with safety instructions issued by County. Contractor's personnel shall wear hard hats and safety vests at all times while working at the project site. Pursuant to the authority contained in Section 591 of the Vehicle Code, County has determined that such areas are within the limits of the project and are open to public traffic. Contractor shall comply with all applicable requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Contractor shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles. All subcontracts entered into by Contractor shall contain the above provisions.

9.5 HIGHWAY CONSTRUCTION EQUIPMENT.

Attention is directed to Section 591 of the Vehicle Code and Sections 7-1.01D, "Vehicle Code," and 5-1.37B, "Load Limits," of the Standard Specifications. The Contractor shall take all necessary precautions for safe operation of its equipment and the protection of the public from injury and damage from such equipment.

9.6 PERMITS.

The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Project Plans and Technical Specifications are at variance therewith, the Contractor shall notify the County promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the County, the Contractor shall bear all costs arising therefrom. Copies of permits shall be furnished to the County.

9.7 CONSTRUCTION LAYOUT AND STAKES.

If specified on the plans, the Contractor shall engage the services of a State of California licensed Professional Land Surveyor to perform construction layout. All staking on the project shall be performed by, or under, the direct supervision of a Professional Land Surveyor. The Contractor will be responsible for establishing and maintaining all survey controls and other layout that may be required for

construction of the work.

9.8 TESTING AND INSPECTIONS.

Aside from materials testing and certifications required from the Contractor in the Quality Assurance Program (QAP), Technical Specifications, Standard Specifications, Special Provisions (if applicable) and/or these General Conditions, the County will provide testing services for installed work. Inspections shall be performed either: (1) as directed by the Engineer; or (2) pursuant to a written Inspection plan provided by County.

9.9 CONTRACTOR QUALITY CONTROL.

The Contractor shall be responsible for the quality of all materials entering into the work and of the work performed. The County and Engineer shall establish, maintain, and modify if needed, a quality control system that will provide assurance that materials and completed work conform to contract requirements. Where applicable, a copy of the QAP, which establishes testing frequency for materials incorporated into the work and criteria used to monitor the Contractor's conformance with Project Plans and Technical Specifications, will be included in the Project Manual.

9.10 INSPECTION OF THE WORK.

All materials and each part or detail of the work shall be subject to inspection by the Engineer. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the Engineer requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Any work done or materials used without supervision or inspection by an authorized representative of the County may be ordered removed and replaced at the Contractor's expense unless the County's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

9.11 RETEST OF WORK.

When, as provided for in the Contract Documents, the County or Contractor performs sampling and test of the work and the tests show a failure to meet the requirements of the Special Provisions, the QAP, Technical Specifications, or Standard Specifications, the expense of re-testing, after re-working or substitution by the Contractor, will be at the expense of the Contractor, and such costs will be deducted from any amounts due to the Contractor.

9.12 MAINTENANCE DURING CONSTRUCTION.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective Work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times. All costs of maintenance work before the project is accepted shall be included in the unit prices bid on the various Contract Items, and the Contractor will not be paid an additional amount for such work.

Should the Contractor at any time fail to maintain the work as provided herein, the Engineer shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists. Should the Contractor fail to respond to the Engineer's notification, the Engineer may suspend any work necessary for the County to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the County shall be deducted from monies due or to become due the Contractor.

SECTION 10. OPERATIONS AND SAFETY

10.1 TEMPORARY CONTRACTOR FACILITIES.

At a minimum, the Contractor shall provide chemical toilets for use by contractor and subcontractor employees. Chemical toilets shall be regularly serviced to maintain a clean and odorless facility.

The Contractor's storage area shall be determined at the pre-construction conference. The Contractor shall secure at his own expense any area required for storage of equipment or materials, or for other supplies.

The County will not be responsible for providing telephone, electrical, water, sewer, or any other temporary utility for use by the Contractor.

The Contractor shall remove all equipment, materials, and rubbish from the work areas which it occupies and shall leave the areas in a clean, safe and presentable condition.

10.2 BORROW, DISPOSAL AND MATERIAL SITES.

The operation of any borrow or disposal sites used by the Contractor to produce or dispose of materials for this project shall comply with the requirements of the contract documents. All provisions for water pollution, air pollution, and sound control that apply within the limits of the contract shall apply to all borrow or disposal sites utilized by the Contractor.

Full compensation for complying with the requirements for borrow, disposal and material sites in this section shall be considered as included in the contract prices paid for the items of work which require the use of the sites and no additional compensation will be allowed therefor.

10.3 WATER SUPPLY.

The Contractor is responsible for making its own arrangements to obtain an adequate supply of water required for the proper construction of this project in accordance with the contract documents. The Contractor shall be responsible for all costs associated with obtaining construction water. If the Contractor uses non-potable water on the project, the sources and discharge of non-potable water shall meet the California Department of Health Services water reclamation criteria and the requirements of the Lahontan Regional Water Quality Control Board.

If used, non-potable water shall not be conveyed in tanks or drain pipes which will be used to convey potable water. There shall be no connection between non-potable water supplies and potable water supplies. Non-potable water supply, tanks, pipes, and other conveyances of non-potable water shall be labeled, "NON-POTABLE WATER—DO NOT DRINK."

Full compensation for developing a water supply, loading, and transporting water, labeling as specified, and dust control and moisture-conditioning on the project site shall be considered included in the prices paid for the various Contract Items of work involving the use of water and no additional compensation will be allowed therefor.

The Contractor shall, whenever possible and not in conflict with the above requirements, minimize the use of water during construction of the project. Watering equipment shall be kept in good working order; water leaks shall be repaired promptly; and washing of equipment, except when necessary for safety or for the protection of equipment, shall be discouraged.

When ordered by the Engineer, a dust palliative conforming to the provisions of Section 18, "Dust Palliative," of the Standard Specifications shall be used to control dust on this project. No direct payment shall be made for dust palliative. Payment for dust palliative shall be included in the cost of other work.

10.4 EXISTING FACILITIES.

The Contractor shall be responsible for protecting all existing structures and facilities from damage as a result of the Contractor's activities. Any damage resulting from the Contractor's operations shall be repaired immediately, at the Contractor's expense.

SECTION 11. PROGRESS MEETINGS

11.1 WEEKLY PROGRESS MEETINGS.

The Engineer will conduct Progress Meetings at regularly scheduled times convenient for all parties involved. Progress Meetings are in addition to specific meetings held for other purposes, such as coordination meetings. Discussions will address administrative and technical issues of concern, determining resolutions, and development of deadlines for resolution within allowable timeframes.

11.2 ATTENDEES.

As may be required by the Engineer, in addition to representatives of Mono County and the Contractor, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by individuals directly involved with the Contract and authorized to conclude matters relating to progress.

SECTION 14. WORK SCHEDULE AND LIQUIDATED DAMAGES

14.1 BEGINNING OF WORK AND TIME OF COMPLETION.

The Contractor shall begin work on the date provided in the Notice to Proceed issued by the Public Works Director or his designee. The work shall be diligently prosecuted to completion before the expiration of **THIRTY-FIVE (35) WORKING DAYS** beginning on the date set forth in the Notice to Proceed.

14.2 LIQUIDATED DAMAGES.

The County expects the Contractor to perform its responsibilities and tasks as specified in these Contract Documents. The expectation is reasonable, within normally acceptable business practices, and in the best interest of the County and its residents. The Contractor acknowledges that the County, in entering this Agreement, has considered and relied on the Contractor's representations as to its ability and commitment

to quality and timeliness of service; that the provision of reliable and timely services is of utmost importance to the County; and that the County will suffer damages if the Contractor fails to fulfill its obligations under the Contract. The Contractor acknowledges that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages that the County will suffer and that liquidated or actual damages attach and will be payable from any funds due to the Contractor.

The liquidated damages described below, represent the projected financial loss and expenditures that may occur as a result of Contractor non-performance, including financial loss as a result of project delays. The County and Contractor agree that the liquidated damages provided for herein do not represent a penalty; rather, the liquidated damages represent a good faith effort by the County and Contractor to establish a reasonable estimate of the damages that will be incurred by the County in the circumstances described, considering all of the circumstances existing on the date of contract award, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

This provision for liquidated damages for delay shall in no manner affect the County's right to terminate the Contract or the Contractor's right to perform the Contract as provided elsewhere in the Contract Documents. The County's exercise of the right to terminate shall not release the Contractor from its obligation to pay said liquidated damages in the amount set out below.

The Contractor shall pay to the County the sum of **\$5,200.00 per day**, as liquidated damages, for each and every working day's delay in finishing the work in excess of the number of working days prescribed above. This sum is based on the recommended calculation located in the Caltrans Local Assistance Procedures Manual, Chapter 12, page 16, *Table 12-1: Liquidated Damages*.

14.3 BREACH.

If conditions of non-performance justifying the imposition of liquidated damages continue, they may amount to a material breach for which the County may pursue recovery of actual losses resulting from the Contractor's failure to perform, and the County expressly reserves this right. The County shall notify the Contractor in writing, for any default specified herein, and such liquidated damages shall be paid by the Contractor within thirty (30) calendar days of the County's notice. The Contractor's failure to pay the assessed liquidated damages within the designated time-frame may be deemed by the County as a breach of contract.

SECTION 15. PROJECT CLOSEOUT

15.1 "As-Built" Drawings.

The Contractor shall maintain a set of accurate "as-built" drawings during the course of the project. Any project work completed that varies from the "as-built" drawings as issued shall be legibly noted on the "as-built" drawings in red ink. Both text and line work shall be used to reflect the changes. The "as-built" drawings shall be clearly labeled as "as-built" drawings and each sheet signed and dated by the Contractor, certifying that the information provided is accurate. At the completion of the project and prior to final payment, the "as-built" drawings shall be delivered to the County and, upon receipt, shall be maintained as the property of the County.

EXHIBIT 2

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2

PREVAILING WAGES AS OF: [DATE]

A. Determination.

The services and work to be provided by Contractor under this Agreement constitute a public work within the meaning of California Labor Code sections 1720 and 1720.3. Accordingly, and as required by California Labor Code section 1771, Contractor and any subcontractor under him, shall pay not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holiday and overtime work, to all workers employed in the execution of those services and work requested by the County as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

B. Prevailing Wage Rate.

The general prevailing rate of per diem wages applicable to each class of worker employed in the execution of those services and work that constitute a public work under this Agreement has been determined by the Director of the California Department of Industrial Relations (hereinafter referred to as "Director"). Pursuant to California Labor Code section 1773.2, copies of the Director's determination are on file at the Mono County Department of Public Works office, 74 North School Street, Bridgeport, California, and are available to any interested party upon request.

C. Apprentices.

Pursuant to California Labor Code section 1777.5, properly registered apprentices performing services and work that constitute a public work, if any, shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. In addition, Contractor and/or any subcontractor under him employing a registered apprentice to perform services or work that constitute a public work shall comply with the remaining requirements and provisions of California Labor Code section 1777.5, a copy of which is included at the end of this Exhibit 2. The Contractor, as the prime contractor under any contract issued for the EASTSIDE LANE REHABILITATION PROJECT PHASE 2, shall be responsible for complying with California Labor Code section 1777.5 for all apprenticeable positions and workers employed by the Contractor.

D. Penalty for Non-Payment of Prevailing Wages.

Pursuant to California Labor Code section 1775, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit not more than Two Hundred dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the general rate of per diem wages for the performance of services and work that constitute a public work, as determined by the Director, for the work or craft for which the worker is employed in the performance of services and work provided under this Agreement that constitute a public work, except as provided by California Labor Code section 1775(b). In addition, Contractor and/or any subcontractor under him shall comply with and be subject to the remaining

requirements and provisions of California Labor Code section 1775, a copy of which is included at the end of this Exhibit 2.

E. Payroll Records.

Pursuant to California Labor Code section 1776, Contractor, and any subcontractor under him, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the performance of the services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement.

F. Inspection of Payroll Records.

Contractor, and any subcontractor under him, shall comply with each of the additional requirements set forth in California Labor Code section 1776, regarding: (1) the form of records; (2) the provision of records upon request to the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Department of Industrial Relations; and, (3) the inspection of records by the public.

G. Posting of Prevailing Wages at Job Site.

Pursuant to California Labor Code section 1773.2, Contractor shall post at each job site in connection with this Agreement a copy of the Director's determination of the general prevailing rate of per diem wages for each classification of worker required in the execution of those services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work.

H. Hours.

Pursuant to California Labor Code section 1810, the time of service of any worker employed by Contractor, or by any subcontractor under him, in the performance of services and work requested by the County, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work, is limited and restricted to eight (8) hours during any one (1) calendar day and 40 hours during any one (1) calendar week, except as otherwise provided by the California Labor Code.

I. Overtime.

Pursuant to California Labor Code section 1815, the performance of services and work, as described in Attachment A (Scope of Work) of this Agreement that constitute a public work by employees of Contractor, or employees of any subcontractor under him, in excess of eight hours per calendar day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight hours per calendar day at not less than one and one-half (1½) times the basic rate of pay.

J. Records of Hours.

Contractor, and any subcontractors under him, shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the performance of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement. The record shall be kept open at all reasonable hours to the inspection of the County and to the Division of Labor Standards

Enforcement as required by California Labor Code section 1812.

K. Penalty for Violation of Work Hours.

Pursuant to California Labor Code section 1813, Contractor, and any subcontractor under him, shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each worker employed by the respective contractor or subcontractor in the execution of the services and work requested by the County that constitute a public work, as described in Attachment A (Scope of Work) of this Agreement, for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and 40 hours in any one calendar week.

L. Registration with DIR and Compliance Monitoring.

Pursuant to California Labor Code section 1725.5, unless subject to the limited exceptions stated in Labor Code section 1771.1, no contractor or subcontractor may be qualified or listed in a bid proposal or awarded a contract for a public works project unless registered with the Department of Industrial Relations. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

CALIFORNIA LABOR CODE SECTIONS

California Labor Code Section 1775:

(a) (1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2) (A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B) (i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed

penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

California Labor Code Section 1777.5:

- (a) This chapter does not prevent the employment of properly registered apprentices upon public works.
- (b) (1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.
- (2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.
- (c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:
- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.
- (d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).
- (e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding

body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m) (1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) (A) At the conclusion of the 2002–03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure

of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

EXHIBIT 3

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 FEDERAL PROJECT NO. RPL-5947(065)

BOND REQUIREMENTS

Contractor shall furnish and maintain during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by the Director of the Department of Public Works or his designee after consultation with the County Risk Manager, the following bonds: 1) a **labor and materials payment bond** in an amount equal to one hundred percent (100%) of the contract price; 2) a faithful **performance bond** in an amount equal to one hundred percent (100%) of the contract price; and, 3) upon project completion and acceptance by the County, a **one-year warranty bond** in an amount equal to ten percent (10%) of the contract price. The bonds shall comply with the requirements of California Civil Code Section 9554 and must be issued by an “Admitted Surety Insurer.” For purposes of this Agreement, an Admitted Surety Insurer means a corporate insurer or inter-insurance exchange to which the California State Insurance Commissioner has issued a certificate of authority to transact surety insurance in California, as defined in Section 105 of the California Insurance Code. Bonds shall be in a form acceptable to the Mono County Counsel. The Attorney-in- Fact (resident agent) who executes the bonds on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge this Power of Attorney as of the date of the execution of the surety bond that it covers. If any surety becomes unacceptable to the County or fails to furnish reports as to its financial condition as requested by County, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of County and of persons supplying labor or materials in the prosecution of the work contemplated by this Agreement. Payment and Performance Bonds are released by County within 35 days from the date of filing of the Notice of Completion. Sample bond forms are included on the following pages.

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SAMPLE PERFORMANCE BOND

WHEREAS, the County of Mono, acting by and through its Department of Public Works, has awarded to [CONTRACTOR], hereafter designated as the “Contractor”, a contract for the work described as follows:

EASTSIDE LANE REHABILITATION PROJECT PHASE 2 as described in the Project Manual.

AND WHEREAS, the Contractor is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Contractor and Surety are held firmly bound to the County of Mono in the sum of [X Dollars (\$ X)], to be paid to said County or its certain attorney, its successors and assigns: for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the County of Mono, 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.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by County in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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.

APPROVED AS TO FORM:

Mono County Counsel

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SAMPLE PAYMENT BOND

WHEREAS, The County of Mono, acting by and through its 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:

EASTSIDE LANE REHABILITATION PROJECT PHASE 2 as described in the Project Manual.

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 [X Dollars (\$ X)], 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 9100, 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 Employment Development Department from the wages of employees of the Principal and his subcontractors under Section 13020 of the Unemployment Insurance 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 be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

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.

APPROVED AS TO FORM:

Mono County Counsel

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SAMPLE WARRANTY BOND

KNOW ALL BY THESE PRESENTS that we, _____, the Contractor in the contract hereto annexed, as Principal, and, _____ as Surety, are held and firmly bound unto the County of Mono in the sum of _____ (\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, Sealed, and Dated

The condition of the above obligation is that if said Principal, its successors and assigns, as Contractor in the contract for the work described herein, or its subcontractor, fails to maintain and remedy in a good workmanlike manner the work of the EASTSIDE LANE REHABILITATION PROJECT PHASE 2 such that it is free from defects in materials and workmanship for a period of one year commencing on

[DATE] (the "Maintenance Period") and shall indemnify and save harmless the County of Mono, its officers and agents, as stipulated in the contract, said Surety will pay for the same in an amount not to exceed the sum hereinabove set forth, and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law, and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

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.

APPROVED AS TO FORM:

Mono County Counsel

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EXHIBIT 4

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 FEDERAL PROJECT NO. RPL-5947(065)

INVOICING, PAYMENT AND RETENTION

3.E. (1). Invoicing and payment. Contractor shall submit to County, not more than once per month, a payment request in the form of an itemized statement of all services and work described in the Scope of Work (Attachment A) and Contract Documents, which were done at County's request. The statement to be submitted will cover the period from the first day of the preceding month through and including the last day of the preceding month. Alternatively, Contractor may submit a single request for payment at the conclusion of the work. All statements submitted in request for payment should identify the date on which the services and work were performed and describe the nature of the services and work which were performed on each day. Invoices shall be informative and concise regarding work performed during that billing period.

If this box is checked, then invoicing shall be made in the format and according to the schedule and payment terms set forth in the Application and Certificate for Payment set forth on the following two (2) pages.

The progress of work shall initially be determined by Contractor, but must then, be approved in writing by County. Additionally, the making of one or more (1+) progress payments shall not be construed as approval of the work performed by Contractor. Should Contractor submit an improper payment request, County shall, as soon as practicable, return the request to Contractor accompanied by a document setting forth the reasons why the payment request is not proper. Should County determine the services or work have not been completed or performed as called for in the Scope of Work (Attachment A) and/or the Contract Documents and/or should Contractor submit an improper payment request, then County shall withhold payment of any disputed amount, plus those amounts authorized by Public Contract Code section 7107, until the services and work are satisfactorily completed or performed and/or the payment request is corrected and resubmitted.

Final payment (excluding retention) for work completed by the Completion Date specified in the Notice of Completion, shall be made within 35 days from the date that County records the Notice of Completion.

3.E.(2). Retention. In accordance with Public Contract Code sections 9203 and 20104.50, County shall retain five percent (5%) of each progress payment until the Project is completed unless, at any time after fifty percent (50%) of the work has been completed, the Board of Supervisors finds that satisfactory progress is being made, in which case County may make any of the remaining progress payments in full for actual work completed. In accordance with Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld by County to ensure performance under this Agreement or request County to make payments of the retention earnings directly to an escrow agent at Contractor's expense.

Retention for work completed by the Completion Date will be released within 60 days of the date County records the Notice of Completion.

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EXHIBIT 5

AGREEMENT BETWEEN THE COUNTY OF MONO AND

[Click here to enter text.](#)FOR THE PROVISION OF

[Click here to enter text.](#) SERVICES

TRENCHING

1. As required by Labor Code Section 6705, prior to commencing excavation of any trench in excess of five feet in depth, Contractor shall submit for review and approval by the County Engineer, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The Plan shall be at least as effective as the protective system required by Construction Safety Orders issued by the California Division of Occupational Safety and Health.

2. Pursuant to Public Contract Code Section 7104, if Contractor undertakes the digging of a trench or other excavation that extends deeper than four feet below the surface Contractor shall promptly, and before the following conditions are disturbed, notify the Project Manager, in writing, of any:

(A) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(B) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(C) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

3. In the event that notice is provided pursuant to paragraph 2 above, the County will promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

4. In the event that a dispute arises between the County and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under this Agreement. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

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EXHIBIT 6

**AGREEMENT BETWEEN THE COUNTY OF MONO AND [CONTRACTOR] FOR THE
CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2
FEDERAL PROJECT NO. RPL-5947(065)**

REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects, LAPM Exhibit 12-G)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts.
The following language, with minor edits, was taken from the Code of Federal Regulations.

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS
SECTION**

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1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

A. Nondiscrimination Statement

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

B. Contract Assurance

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Prompt Progress Payment

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

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

D. Prompt Payment of Withheld Funds to Subcontractors

The Agency may 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. Mono County has designated Method 3 below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Method 3: The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to

both DBE and non-DBE subcontractors.

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

E. Termination and Replacement of DBE Subcontractors

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

Termination of DBE Subcontractors

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

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

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

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days. Replacement of DBE Subcontractors

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

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

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

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

F. Commitment and Utilization

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

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

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

the specified time, the Agency will find the bidder's bid nonresponsive.

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

The Agency shall request the prime contractor to:

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

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form. If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

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

G. Running Tally of Attainments

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

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

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

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

H. Commercially Useful Function

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

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

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial

performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will takeplace.

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

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

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

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

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

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

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

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

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

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

I. Use of Joint Checks

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

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

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

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

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

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

3. 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.

4. CONTRACT AWARD

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

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

6. CHANGED CONDITIONS

A. Differing Site Conditions

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

B. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay,

the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
3. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
 - When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
 - When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

This work shall be diligently prosecuted to completion before the expiration of **THIRTY-FIVE (35) WORKING DAYS** beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Contractor shall pay to the County of Mono the sum of **\$5,200.00 per day**, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

Steel and Iron Materials

All 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 [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total contract amount 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.

Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

Construction Materials

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
 - 2.1 Polyvinylchloride
 - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

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

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

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

All manufacturing processes for these materials must occur in the United States. Buy America requirements do not apply to the following:

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

Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. _____
2. _____

9. QUALITY ASSURANCE

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

10. PROMPT PAYMENT

A. FROM THE AGENCY TO THE CONTRACTORS

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

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

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

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]

[The current version of Form FHWA-1273 is accessible at FHWA's website:

<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

FHWA-1273 – Revised October 23, 2023

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

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

Vessels: ATTACHMENTS

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

I. GENERAL

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

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

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

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

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

subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements. **Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative

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

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

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

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

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

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

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

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

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

d. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of

employees by means of meetings, employee handbooks, or other appropriate means.

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

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

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

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

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

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

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

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

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

every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The

failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this

subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

anticipated or the actual cost incurred in providing such benefits.

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

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls through the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

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

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

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

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

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

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

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

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the

required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

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

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

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

f. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

g. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These

clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

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

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

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

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority

to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

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

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction

contracts on the National Highway System pursuant to 23 CFR 635.116.

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees; the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(3) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

\$25,000 or more – as defined in 2 CFR Parts 180 and 1200.
2 CFR 180.220 and
1200.220.

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

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

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,"

provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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

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

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

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

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

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

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

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

(4) Have not within a three-year period preceding

this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

* * * * *

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

e. The prospective lower tier participant agrees by

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

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

179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA CA	21.5
	Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	19.0
	CA Riverside; CA San Bernardino	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara	24.6
	Non-SMSA Counties	
	CA Inyo; CA Mono; CA San Luis Obispo	
	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA	16.9
	CA San Diego	
	Non-SMSA Counties	
	CA Imperial	18.2

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

13. TITLE VI ASSURANCES

[The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]

APPENDIX A

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

- a. **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either

by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S.

Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

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

APPENDIX C

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

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

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will thereupon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

APPENDIX D

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

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

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee,

etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq). Federal Trainee Program Special Provisions (to be used when applicable)

14. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is zero (0).

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

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

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

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

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

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

Before starting work, the prime contractor shall submit to the City/County of _____:

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

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

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

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

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

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

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

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

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

The prime contractor shall provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower-level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is 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 City/County of _____ reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

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

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

15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

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

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

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

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

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

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

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EXHIBIT 9

AGREEMENT BETWEEN COUNTY OF MONO AND [CONTRACTOR] FOR THE CONSTRUCTION OF THE EASTSIDE LANE REHABILITATION PROJECT PHASE 2 FEDERAL PROJECT NO. RPL-5947(065)

FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates obtained from <https://www.beta.sam.gov>

General Decision Number: CA20240020 04/12/2024

Superseded General Decision Number: CA20230020

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Inyo, Kern and Mono Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/12/2024
2	02/09/2024
3	02/23/2024
4	04/12/2024

ASBE0005-001 09/01/2023

INYO AND KERN

	Rates	Fringes
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....	\$ 36.97	20.36
Insulator/asbestos worker (Includes the application of all insulating materials, protective coverings, coatings & finishes to all types of mechanical systems).....	\$ 49.58	25.27

ASBE0005-005 07/04/2022

INYO AND KERN

Rates Fringes

Asbestos Removal
 worker/hazardous material
 handler (Includes
 preparation, wetting,
 stripping, removal,
 scrapping, vacuuming, bagging
 and disposing of all
 insulation materials from
 mechanical systems, whether
 they contain asbestos or not).....\$ 23.52 13.37

 * ASBE0016-003 01/01/2024

MONO

Rates Fringes

Asbestos Workers/Insulator
 (Includes the application of
 all insulating materials,
 protective coverings,
 coatings, and finishes to all
 types of mechanical systems).....\$ 64.56 25.07

 BOIL0092-005 01/01/2024

INYO AND KERN

Rates Fringes

BOILERMAKER.....\$ 51.98 42.11

 BOIL0549-003 01/01/2021

MONO COUNTY

Rates Fringes

BOILERMAKER.....\$ 45.60 38.99

 * BRCA0004-005 05/01/2020

Rates Fringes

BRICKLAYER; MARBLE SETTER.....\$ 41.52 18.47

*The wage scale for prevailing wage projects performed in
 Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine
 Palms, Needles and 1-15 corridor (Barstow to the Nevada
 State Line) will be Three Dollars (\$3.00) above the
 standard San Bernardino/Riverside County hourly wage rate

BRCA0018-010 09/01/2022

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 38.37	14.13
TERRAZZO WORKER/SETTER.....	\$ 46.49	14.66

BRCA0018-011 06/01/2022

	Rates	Fringes
TILE LAYER.....	\$ 45.05	18.33

BRCA0018-012 06/01/2022

KERN

	Rates	Fringes
MARBLE FINISHER.....	\$ 37.87	14.13
TILE FINISHER.....	\$ 32.44	12.54

CARP0213-002 07/01/2021

	Rates	Fringes
Diver		
(1) Wet.....	\$ 834.40	16.28
(2) Standby.....	\$ 445.84	16.28
(3) Tender.....	\$ 437.84	16.28
(4) Assistant Tender.....	\$ 413.84	16.28

Amounts in "'Rates' column are per day

CARP0213-004 07/01/2021

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 51.60	16.28
STOCKER/SCRAPPER.....	\$ 22.16	8.62

CARP0661-001 07/01/2021

	Rates	Fringes
CARPENTER		
(01) Carpenter, cabinet installer, insulation installer, floor worker and acoustical installer....	\$ 51.03	16.28
(02) Millwright.....	\$ 52.10	16.48
(03) Piledrivermen; Derrick barge; Bridge or Dock Carpenter; Heavy		

framer; Rockslinger; Rock		
Bargeman; Scowman.....	\$ 51.73	16.28
(04) Shingler (Commercial).	\$ 51.17	16.28
(05) Table Power Saw		
Operator.....	\$ 52.13	16.28
(06) Pneumatic Nailer or		
Power Stapler.....	\$ 51.29	16.28
(07) Roof Loader of		
Shingles (Commercial).....	\$ 38.92	16.28
(08) Saw Filer.....	\$ 51.03	16.28
(09) Scaffold Builder.....	\$ 42.80	16.28

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre-drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0721-001 07/01/2021

	Rates	Fringes
Modular Furniture Installer.....	\$ 21.85	7.15

 ELEC0428-001 01/01/2024

	Rates	Fringes
CABLE SPLICER		
China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 67.15	3%+20.19
Remainder of Kern County....	\$ 59.02	3%+20.19
ELECTRICIAN		
China Lake Naval Weapons		
Center, Edwards AFB.....	\$ 61.78	3%+20.19
Remainder of Kern County....	\$ 53.65	3%+20.19

 ELEC0428-003 01/01/2024

COMMUNICATIONS AND SYSTEMS WORK

KERN COUNTY

	Rates	Fringes
Communications System		
Installer		
China Lake Naval Weapons		
Center.....	\$ 51.10	3%+19.64
Edwards AFB.....	\$ 47.59	3%+19.64
KERN COUNTY.....	\$ 41.46	3%+19.64

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Fire alarm work shall be performed at the current inside wireman total cost package.

 ELEC0477-001 06/01/2021

INYO AND MONO

	Rates	Fringes
ELECTRICIAN.....	\$ 45.75	3%+25.33
CABLE SPLICER:	\$1.50 above Electrician.	
TUNNEL WORK:	10% above Electrician.	

 ELEC1245-001 06/01/2022

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2024

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 66.63	37.885+a+b

FOOTNOTE:

a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.

b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-004 08/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (DREDGING)		
(1) Leverman.....	\$ 64.10	34.60
(2) Dredge dozer.....	\$ 58.13	34.60
(3) Deckmate.....	\$ 58.02	34.60
(4) Winch operator (stern winch on dredge).....	\$ 57.47	34.60
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 56.93	34.60
(6) Barge Mate.....	\$ 57.54	34.60

ENGI0012-024 07/01/2023

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 53.90	32.80
GROUP 2.....	\$ 54.68	32.80
GROUP 3.....	\$ 54.97	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 6.....	\$ 56.68	32.80
GROUP 8.....	\$ 56.79	32.80
GROUP 10.....	\$ 56.91	32.80
GROUP 12.....	\$ 57.08	32.80
GROUP 13.....	\$ 57.18	32.80
GROUP 14.....	\$ 57.21	32.80
GROUP 15.....	\$ 57.29	32.80
GROUP 16.....	\$ 57.41	32.80
GROUP 17.....	\$ 57.58	32.80
GROUP 18.....	\$ 57.68	32.80
GROUP 19.....	\$ 57.79	32.80

GROUP 20.....	\$ 57.91	32.80
GROUP 21.....	\$ 58.08	32.80
GROUP 22.....	\$ 58.18	32.80
GROUP 23.....	\$ 58.29	32.80
GROUP 24.....	\$ 58.41	32.80
GROUP 25.....	\$ 58.58	32.80

OPERATOR: Power Equipment
(Cranes, Piledriving &
Hoisting)

GROUP 1.....	\$ 55.25	32.80
GROUP 2.....	\$ 56.03	32.80
GROUP 3.....	\$ 56.32	32.80
GROUP 4.....	\$ 56.46	32.80
GROUP 5.....	\$ 56.68	32.80
GROUP 6.....	\$ 56.79	32.80
GROUP 7.....	\$ 56.91	32.80
GROUP 8.....	\$ 57.08	32.80
GROUP 9.....	\$ 57.25	32.80
GROUP 10.....	\$ 58.25	32.80
GROUP 11.....	\$ 59.25	32.80
GROUP 12.....	\$ 60.25	32.80
GROUP 13.....	\$ 61.25	32.80

OPERATOR: Power Equipment
(Tunnel Work)

GROUP 1.....	\$ 55.75	32.80
GROUP 2.....	\$ 56.53	32.80
GROUP 3.....	\$ 56.82	32.80
GROUP 4.....	\$ 56.96	32.80
GROUP 5.....	\$ 57.18	32.80
GROUP 6.....	\$ 57.29	32.80
GROUP 7.....	\$ 57.41	32.80

PREMIUM PAY:

\$10.00 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator

(includes loed, lull or similar types under 5 tons;
Generator operator; Generator, pump or compressor plant
operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank
operator);Coil Tubing Rig Operator, Concrete mixer
operator-skip type; Conveyor operator; Fireman; Forklift
operator (includes loed, lull or similar types over 5 tons;
Hydrostatic pump operator; oiler crusher (asphalt or
concrete plant); Petromat laydown machine; PJU side dum
jack; Screening and conveyor machine operator (or similar
types); Skiploader (wheel type up to 3/4 yd. without
attachment); Tar pot fireman; Temporary heating plant
operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar
type (Skid steer); Equipment greaser (rack); Ford Ferguson
(with dragtype attachments); Helicopter radioman (ground);
Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or
similar type); Boring machine operator; Boxman or mixerman
(asphalt or concrete); Chip spreading machine operator;
Concrete cleaning decontamination machine operator;
Concrete Pump Operator (small portable);Direct Push
Operator (Geoprobe or similar types) Drilling machine
operator, small auger types (Texoma super economatic or
similar types - Hughes 100 or 200 or similar types -
drilling depth of 30' maximum); Equipment greaser (grease
truck); Guard rail post driver operator; Highline cableway
signalman; Hydra-hammer-aero stomper; Micro Tunneling
(above ground tunnel); Power concrete curing machine
operator; Power concrete saw operator; Power-driven jumbo
form setter operator; Power sweeper operator; Rock Wheel
Saw/Trencher; Roller operator (compacting); Screed operator
(asphalt or concrete); Trenching machine operator (up to 6
ft.); Vacuum or much truck

GROUP 6: Articulating material hauler; Asphalt plant
engineer; Batch plant operator; Bit sharpener; Concrete
joint machine operator (canal and similar type); Concrete
planer operator; Dandy digger; Deck engine operator;
Derrickman (oilfield type); Drilling machine operator,
bucket or auger types (Calweld 100 bucket or similar types
- Watson 1000 auger or similar types - Texoma 330, 500 or
600 auger or similar types - drilling depth of 45'
maximum); Drilling machine operator; Hydrographic seeder
machine operator (straw, pulp or seed), Jackson track
maintainer, or similar type; Kalamazoo Switch tamper, or
similar type; Machine tool operator; Maginnis internal full
slab vibrator, Mechanical berm, curb or gutter(concrete or
asphalt); Mechanical finisher operator (concrete,

Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar types; Cable Bundling Machine Operator (excluding handheld); Cable Trenching Machine Operator (Spider Plow or similar types) Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; RCM Cementing Unit Operator, Rail/Switch Grinder Operator (Harsco or similar types) Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy; Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor

drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over

50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Spyder Excavator Operator, with all attachments

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.);

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc) ; Tower crane operator and tower gantry

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue

W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1S, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis

Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

IRON0155-002 01/01/2024

INYO and MONO COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	34.20

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

IRON0155-003 01/01/2024

KERN COUNTY

	Rates	Fringes
IRONWORKER.....	\$ 47.45	34.90

PREMIUM PAY:

\$9.00 additional per hour at the following locations:

China Lake Naval Test Station, Edwards AFB

LABO0220-002 07/01/2022

KERN COUNTY

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as

walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever

and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0220-005 07/01/2022

KERN COUNTY

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO0300-005 08/01/2022

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 39.23	23.28

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

 LABO0345-001 07/01/2022

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 48.50	21.37
GROUP 2.....	\$ 47.55	21.37
GROUP 3.....	\$ 44.01	21.37

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

 LABO0783-001 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 45.68	23.30
GROUP 2.....	\$ 46.00	23.30
GROUP 3.....	\$ 46.46	23.30
GROUP 4.....	\$ 47.15	23.30
LABORER		

GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundation, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold,

creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services; Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading

agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader;

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0783-004 07/01/2022

INYO AND MONO COUNTIES

	Rates	Fringes
Brick Tender.....	\$ 37.32	21.45

LABO1184-001 07/01/2022

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 40.69	18.25
(2) Vehicle Operator/Hauler.	\$ 40.86	18.25
(3) Horizontal Directional Drill Operator.....	\$ 42.71	18.25
(4) Electronic Tracking Locator.....	\$ 44.71	18.25
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 41.90	21.32
GROUP 2.....	\$ 43.20	21.32
GROUP 3.....	\$ 45.21	21.32
GROUP 4.....	\$ 46.95	21.32

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method

(sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

 * PAIN0036-009 09/01/2023

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 43.75	25.07

 PAIN0036-021 07/01/2023

	Rates	Fringes
Painters: (Including Lead Abatement)		
(1) Journeyman Painter.....	\$ 34.08	18.50
(2) Repaint.....	\$ 26.40	17.02
(4) All other work.....	\$ 34.08	18.50
(5) Industrial.....	\$ 41.42	19.04

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.
 HIGH IRON & STEEL:

Aerial towers, towers, radio towers, smoke stacks, flag poles (any flag poles that can be finished from the ground with a ladder excluded), elevated water towers, steeples and domes in their entirety and any other extremely high and hazardous work, cooning steel, bos'n chair, or other similar devices, painting

in other high hazardous work shall be classified as high iron & steel

PAIN0169-002 01/01/2023		
	Rates	Fringes
GLAZIER.....	\$ 44.33	28.88

PAIN1247-001 01/01/2024		
	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.20	18.03

PLAS0200-007 08/03/2022		
	Rates	Fringes
PLASTERER.....	\$ 47.37	19.64

U.S. MARINE CORPS-PICKLE MEADOW & MOUNTAIN WARFARE TRAINING CENTER:
 \$3.00 additional per hour.

PLAS0500-002 07/01/2020		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 38.50	25.91

PLUM0345-001 09/01/2023		
	Rates	Fringes
PLUMBER		
Landscape/Irrigation Fitter..	\$ 40.20	25.90
Sewer & Storm Drain Work....	\$ 44.29	23.28

PLUM0460-002 09/01/2023		
	Rates	Fringes
PLUMBER (Plumber, Pipefitter, Steamfitter, Refrigeration).....	\$ 57.18	26.51
China Lake, Marine Warfare Training Center.....	\$ 67.68	25.51
Edwards Air Force Base.....	\$ 64.18	26.51

FOOTNOTE: Work from a swinging scaffold, swinging basket, spider or from a bosun chair: 10% above the regular rate of pay for that day.

ROOF0027-001 01/01/2024		
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	Rates	Fringes
ROOFER.....	\$ 42.51	16.11

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

 SFCA0669-007 01/01/2024

	Rates	Fringes
SPRINKLER FITTER.....	\$ 45.31	27.91

 SHEE0105-003 01/01/2024

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

	Rates	Fringes
SHEET METAL WORKER (1) Commercial - New Construction and Remodel work.....	\$ 56.95	30.04
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechtrual sheet metal work, excluding A-C, heating, ventilating systems for human comfort....	\$ 56.95	30.04

 SHEE0105-004 07/01/2023

KERN (Excluding portion East of Hwy 395) & LOS ANGELES (North of a straight line drawn between Gorman and Big Pines including Cities of Lancaster and Palmdale) COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 45.98	29.24

 TEAM0011-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER GROUP 1.....	\$ 38.19	33.69

GROUP 2.....	\$ 38.34	33.69
GROUP 3.....	\$ 38.47	33.69
GROUP 4.....	\$ 38.66	33.69
GROUP 5.....	\$ 38.69	33.69
GROUP 6.....	\$ 38.72	33.69
GROUP 7.....	\$ 38.97	33.69
GROUP 8.....	\$ 39.22	33.69
GROUP 9.....	\$ 39.42	33.69
GROUP 10.....	\$ 39.72	33.69
GROUP 11.....	\$ 40.22	33.69
GROUP 12.....	\$ 40.65	33.69

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

SECTION III



TECHNICAL SPECIFICATIONS & QUALITY ASSURANCE PROGRAM

Eastside Lane Rehabilitation Project Phase 2

RPL-5947(065)

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COUNTY OF MONO, DEPARTMENT OF PUBLIC WORKS

TECHNICAL SPECIFICATIONS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2

Project No. RPL-5947(065)

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2. BIDDING

BIDDING shall conform to the provisions in Section 2, "Bidding," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

BID ITEM LIST

Submit a bid based on the bid item quantities the County shows on the Bid Item List.

SUBCONTRACTOR LIST

On the Subcontractor List form, list each subcontractor that will perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.).

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number.
4. Portion of work it will perform. Show the portion of the work by:
 - 4.1. Bid item numbers for the subcontracted work
 - 4.2. Percentage of the subcontracted work for each bid item listed
 - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

DISADVANTAGED BUSINESS ENTERPRISES

Under 49 CFR 26.13(b):

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

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

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

Disadvantaged Business Enterprise Goal

The Department shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with the available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown on the *Notice to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possesses the work codes applicable to the type of work the firm will perform on the Contract.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

All DBE participation will count toward the Department's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies if they are obtained from a DBE that is neither a manufacturer nor a regular dealer. 49 CFR 26.55 defines *manufacturer* and *regular dealer*.

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

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

- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

[49 CFR 26.55(d)]

DBE Commitment Submittal

Submit a copy of the quote from each DBE shown on the DBE Commitment form (Exhibit 15-G) that describes the type and dollar amount of work shown on the form **no later than 4 p.m. on the 5th day after bid opening**. If the last day for submitting the quote falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE will result in disallowance of the DBE's participation.

DBE Good Faith Efforts Submittal

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form (Exhibit 15-H) showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered. DBE Good Faith Effort form (Exhibit 15-H) shall be submitted **no later than 4 p.m. on the 5th day after bid opening**.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met. The County recommends submitting the Good Faith Efforts form even if you intend to meet the proposed project DBE goal.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The Department considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

Disabled Veteran Business Enterprises (DVBE), Small Business Enterprises (SBE), and California Companies

Disabled Veteran Business Enterprises, Small Business Enterprises and California Company preferences do not apply to this contract.

BID DOCUMENT COMPLETION AND SUBMITTAL

Use the bid forms provided in the Project Manual. Failure to submit the forms and information as specified may result in a nonresponsive bid.

Bid Proposals shall be submitted by the bid opening date and time shown on the *Invitation for Bids* with the exception of the following items:

1. Public works contractor registration numbers may be submitted up to ten (10) days after bid opening for both contractor and subcontractor list.
2. Exhibit 15-G: Proposer/Contractor DBE Commitment may be submitted up to five (5) days from bid opening (no later than 4:00 pm on the 5th day after bid opening).
3. DBE Confirmation / Quote may be submitted up to five (5) days from bid opening (no later than 4:00 p.m. on the 5th day after bid opening)
4. Exhibit 15-H: Proposer/Contractor Good Faith Efforts may be submitted up to five (5) days from bid opening (no later than 4:00 pm on the 5th day after bid opening).

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

BID WITHDRAWAL

Bids are not filed with the County until the date and time of bid opening.

A bidder may withdraw or revise a bid after it has been submitted if this is done before the bid opening date and time.

BID OPENING

The County publicly opens and reads bids at the time and place shown on the *Invitation for Bids*.

The Department may reject:

1. All bids
 2. A nonresponsive bid
 3. A bid from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a bid on the project
- 3.

CONTRACTOR LICENSE

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

4. SCOPE OF WORK

All work performed in connection with SCOPE OF WORK shall conform to the provisions in Section 4, "Scope of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications

The **EASTSIDE LANE REHABILITATION PROJECT PHASE 2** (hereinafter referred to as the project) is for the purpose of rehabilitating the existing asphalt concrete on Eastside Lane from Highway 395 to Offal Road and from Cunningham Lane to Topaz Lane. Relevant road signs and pavement markings will be installed after the paving operations are complete. The project also includes replacement of two existing culverts crossing under Eastside Lane and installation of flared end sections at some culvert locations. The two culvert replacement locations cross under Eastside Lane and convey water from the Lone Company Irrigation Ditch. **Replacement of the culverts must be completed under dry conditions** when the irrigation ditch is turned off. The irrigation water will be turned off **from June 25 through July 10, 2024**. If possible, culvert replacement should be completed in this timeframe. Culvert replacement work outside this timeframe will need to be coordinated with the Antelope Valley Mutual Water Company to turn off irrigation water to complete the work at a time acceptable to all parties. Note, the culvert work is subject to the CA Department of Fish and Wildlife, Streambed Alteration Permit (EPIMS-MOO-44253-R6).

There may be other items of work not mentioned above that are required by the 2023 State of California, Department of Transportation, Standard Specifications, 2023 Edition (hereinafter referred to as Caltrans Specifications), the CA Manual for Uniform Traffic Control Devices (MUTCD), or these Technical Specifications. Project work shall conform to the plans, project specifications, including these Technical Specifications, and the Caltrans Specifications. If any item of work or statement in the Technical Specifications or project plans conflicts with Federal Project Requirements, the Federal requirement shall prevail and be upheld by the Contractor.

The contract intent is to provide for work completion using the best general practices. Nothing in the specifications voids the Contractor's public safety responsibilities.

CHANGES AND EXTRA WORK

The County may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Change Order.

A Change Order is approved when the County signs the Change Order. If you disagree with the terms of a Change Order, submit an RFI within 10 days of receipt of the approved Change Order. Any proposed Change Order work performed by the Contractor prior to obtaining permission or a signed Change Order from the County will not be reimbursed. Until the County approves a Change Order, continue to perform the work under the Contract unless the Engineer orders you to start the work described in the Change Order before its approval.

Submit detailed cost data for a unit price adjustment for a bid item if (1) the Engineer requests the data or (2) you request a unit price adjustment resulting from a change of more than 25 percent in the bid item's quantity.

Work-Character Changes

The County adjusts the unit price for an item if:

1. Ordered plan or specification change materially changes the character of a work item from that on which the bid item price was based.
2. Unit cost of the changed item differs from the unit cost of that item under the original plans and specifications.
3. No approved Change Order addresses the payment.

Submit an RFI for an ordered change that materially changes the character of work within 10 days of the change.

DIFFERING SITE CONDITIONS (23 CFR 635.109)

Contractor's Notification

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

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. 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 your claim of a differing site condition 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.

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

5. CONTROL OF WORK

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Section 5, "Control of Work," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

A Notice to Proceed must be issued before commencement of any work.

A pre-construction meeting is required prior to the start of work.

Hot Mix Asphalt pavement mix design must be approved before any grinding / pulverizing activities commence.

Furnish the resources except County-furnished materials required to complete the work as described in the Contract.

Contractor shall be responsible for all construction survey staking, as necessary for construction.

Work is subject to the County's inspection, sampling, and testing. The County's inspection, sampling, and testing do not relieve you of your responsibility to provide Quality Control (QC). Contractor shall provide QC for all work performed. This work consists of obtaining samples for process control testing, performing process control tests, providing quality control inspection, exercising management control to plan and implement construction processes that are systematic, consistent, and effective; ensuring that work conforms to the contract requirements; and documenting quality control activities and results.

Ensure the County's safe and unrestricted access to the work. Furnish facilities necessary for the County's inspection.

Where the means and methods to complete the work are not described in the Contract, choose the means and methods to complete the work.

Where the Contract describes more than 1 construction method or more than 1 type of material or equipment, the County does not assure that each construction method or type of material or equipment can be used successfully throughout all or any part of the project. You are responsible to use the alternative or alternatives that will accomplish the work under the conditions encountered.

Failure to comply with any Contract part is a waiver of your right to an adjustment of time and payment related to that part.

CONTRACT COMPONENTS

A component in one Contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

Governing ranking of Contract parts in descending order is:

- Special provisions

- Project plans
- Standard specifications
- Revised standard plans
- Standard plans
- Supplemental project information
- Written numbers and notes on a drawing govern over graphics
- Detail drawing governs over a general drawing
- Specific specification governs over a general specification
- Specification in a section governs over a specification referenced by that section

INSPECTOR'S AUTHORITY

Inspectors are authorized to inspect work including preparation, fabrication or manufacture of materials for the project. The inspector is not authorized to alter or waive contract requirements, issue instruction contrary to the contract, act as foreman for the Contractor, or direct Contractor's operations. The inspector has authority to identify non-conforming work until the issue can be referred to and decided by the Engineer. The inspector may take necessary action to prevent imminent and substantial risk of death or injury including stopping work.

ENGINEER'S AUTHORITY

The Engineer makes the final decision on questions regarding the Contract, including:

1. Work quality and acceptability
2. Manner of performance of the work
3. Drawing and specification interpretation
4. Contract fulfillment
5. Time and progress rate
6. Measurement and payment

The Engineer has the authority to enforce or fulfill an order that you fail to fulfill promptly. Failure to enforce a Contract part does not waive enforcement of any Contract provision.

The Engineer may reject work that does not comply with the Contract at any time, including after a payment has been made.

SUBCONTRACTING

No subcontract releases you from the Contract or relieves you of your responsibility for a subcontractor's work.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor. For a list of debarred contractors, go to the Department of Industrial Relations' website.

If you violate Public Contract Code §4100 et seq., the County may exercise the remedies provided in Public Contract Code §4110. The County may refer the violation to the Contractors State License Board as provided under Public Contract Code §4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Each subcontract must comply with the Contract.

The County encourages you to include a dispute resolution process in each subcontract.

Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code §7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations.

Submit copies of subcontracts upon request.

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

DISADVANTAGED BUSINESS ENTERPRISES

Use each DBE as listed on the DBE Commitment form unless you receive authorization for a substitution. Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records, including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. 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 day of each month for the previous month's work, submit:

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

If a DBE is decertified before completing its work, the 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. Upon work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 30 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 30 days of Contract acceptance. The County withholds \$10,000 until the form is submitted. The County releases the withhold upon submission of the completed form.

DBEs must perform work or supply materials as listed on the DBE Commitment form.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the County.

The County 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 the 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 license and the listed DBE does not have a valid license under the Contractor's 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. County determines other documented good cause under 49 CFR 26.53.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 business days to respond to your notice and advise you and the Department 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 DBE to you regarding the request

If the County authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The County may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the County authorizes a request to terminate or substitute a listed DBE, the County does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. You may be subject to other sanctions under 49 CFR 26.

Use of Joint Checks

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

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

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

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

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

Failure to comply with this section disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

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

CHARACTER OF WORKERS

If a worker appears to the Engineer to be incompetent or acts disorderly or improperly, discharge the worker immediately upon request. Do not employ that worker again on the work.

WORKPLACE VIOLENCE AND HARASSMENT PREVENTION

You and the Engineer are responsible to maintain a work environment that protects employees and members of the public from acts of violence, threats, harassment, intimidation, or abusive conduct in performance of the work. There will be zero-tolerance for such acts or conduct.

The following are used in determining if any such acts or conduct have occurred:

1. An act of violence is an attempt or actual use of force with the intent to threaten, harass, intimidate, commit a violent injury, or damage property.
2. A threat is a verbal, written, or physical statement intended to intimidate by expressing intent to harass, injure, or damage property.
3. Harassment is severe or pervasive use of unwelcome words, actions, or physical contact. Verbal or written harassment may include disparaging or derogatory comments or slurs, or unreasonable or excessive criticism.
4. Intimidation is an attempt to frighten, alarm, or scare a person into, or deter them from, some action.
5. Abusive conduct is a behavior of an individual in the workplace, with malice, that a reasonable person would find hostile, offensive, or unrelated to performance of the work.

The County will make the final determination as to whether an individual's acts or conduct require removal from the Contract. Once notified by the Engineer, immediately remove the individual and do not allow that individual to participate on the Contract.

If you believe a County employee has engaged in such acts or conduct, immediately inform the County.

COORDINATION WITH OTHER ENTITIES

Other entities may perform work at or near the job site and material sources at any time. Coordinate activities to avoid delays.

Each contractor or other entity performing work at or near the job or material site is responsible to the other for damage to work, persons, or property and for costs due to unnecessary delays.

SUBMITTALS

The Contractor shall provide an 'electronic file' of submittals for each of the following items to the Engineer:

1. Construction Schedule
2. Storm Water Pollution Prevention Program (SWPPP)
3. Asphalt Concrete Mix Design
4. Pavement Marking Paint and glass beads Product Specifications and Certificates of Compliance
5. Buy America documentation and Certificates of Compliance
6. Corrugated Metal Pipe / Flared End Section Certificates of Compliance
7. Sign panel certificates of compliance
8. Quality Control personnel certifications, laboratory certifications, required test data, laboratory test results, field test reports, and evaluation reports
9. Subcontracts, as requested
10. Certified Payroll

11. Other materials specifications, Certificates of Compliance, and informational submittals, as requested

The Engineer reserves the right to require additional submittals from the Contractor that are not specifically identified above. If so requested, the Contractor shall provide the Engineer with an ‘electronic file’ of any additional submittals.

CONSTRUCTION

Work shall progress only after engineer’s approval of the Construction Schedule Submittal. The construction schedule shall include consideration for local events. Many of these events have set up times and clean up times that must also be avoided, before and after said event. We have included dates below for local events in the year 2021 between April and November. If any construction occurs outside that time frame, there may be additional block-out dates. Refer to <https://www.monocounty.org/things-to-do/events/> for the most current list of events planned for each community. Based on local events the following are general block-out dates:

- Memorial Day (May 27)
- 4TH of July (July 3 – July 5)
- Labor Day (September 2)
- Eastern Sierra ATV & UTV Jamboree 2024 (September 17-21)

The engineer may increase or decrease block-out dates for local events. During the duration of local events, work can continue in unaffected regions.

Furnish a weatherproof bulletin board of suitable size and construction for continuous display of posters and other information required by the contract (worker’s rights, prevailing wage requirements, etc.). Erect and maintain the bulletin board at a conspicuously assessable location on the Project and remove and dispose of it after final Project acceptance.

Portions of Eastside Lane are located within a right-of-way granted by with the United States Bureau of Land Management (BLM). The Contractor shall conform to any BLM requirements.

No equipment or construction materials shall be stored or staged within the traveled way without County permission. The Contractor shall coordinate with Mono County regarding establishment and operation of storage and staging areas. The proposed staging area is the shoulder of Eastside Lane north of Topaz Lane (dirt road) and the designated area in the Walker Landfill property. Excess AC grindings can be hauled to the Mono County Yard in Walker.

The contractor is responsible for providing water, as necessary, for all relevant construction activities. Any water meter charges shall be paid by the contractor.

Any construction staking shall be the responsibility of the contractor. Road alignments, road elevations, etc. can be provided for construction staking upon request.

In each stage of construction, after completion of the preceding stage, the first order of work shall be the removal of any existing pavement delineation that conflicts with the pavement delineation being used by public traffic, as determined by the Engineer.

24 Hour Contact Number - The Contractor shall assign a Project Superintendent and an assistant who have the complete authority to make decisions on behalf of the Contractor. The project superintendent or the assistant shall be at the project site at all times during the construction and shall be available and on call 24 hours a day, 7 days per week for the duration of the project. The Contractor shall provide the Engineer and the Mono County Sheriff’s Department primary and secondary 24-hour mobile phone numbers for the project superintendent and the assistant. These numbers shall not automatically direct calls to a recorder or other message taking service.

Advance Public Notification – At least 7 days and no more than 14 days prior to beginning any work on the project, the Contractor shall post a notice of construction at the mailbox location on Hot Creek Hatchery Road. In addition, Contractor shall notify applicable parties listed below. Notice shall be given for general construction activity in an area as well as specific activities that will, in any way, inconvenience residents/property owners/tenants or affect their operations or access to their property. Such notices shall include the expected date for start of construction, a general description of the construction activity to take place, expected duration, and the name, address, and contact number of the Contractor’s superintendent and the Mono County Department of Public Works. Notice shall state that access to and from their property will be maintained on all roads during construction.

The Contractor shall provide Advance Notice and coordinate the work with the following parties:

Antelope Valley Fire District	530 495-2900
Antelope Valley Mutual Water Company	775 690-2161
Mono County Sheriff’s Department	760 932-7549
Southern California Edison	760-924-4810

RECORDS

Record Retention

Retain project records from bid preparation through

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to subcontractors and suppliers
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

Record Inspection, Copying, and Auditing

Make your records available for inspection, copying, and auditing by State representatives for the time frame listed above. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after Contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier of the date when the audit is to start.

Cost Accounting Records

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Change order work other than extra work. Distinguish this work by:
 - 2.1. Bid item prices
 - 2.2. Force account

-
- 2.3. Agreed price
 3. Extra work. Distinguish extra work by:
 - 3.1. Bid item prices
 - 3.2. Force account
 - 3.3. Agreed price
 - 3.4. Specialist billing
 4. Work performed under potential claim records
 5. Overhead
 6. Work performed by subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and copies of the corresponding vendors' invoices
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

Maintain separate records for change order work costs.

NONCOMPLIANT AND UNAUTHORIZED WORK

Correct or remove and replace work that (1) does not comply with the Contract, (2) is unauthorized, or (3) both. The County does not pay for any of the following:

1. Corrective, removal, or replacement work
2. Unauthorized work

If ordered, submit a work plan for the corrective, removal, or replacement work.

If you fail to comply promptly with an order, the County may correct, remove, or replace noncompliant or unauthorized work. The County deducts the cost of this work.

SURVEY MONUMENTS

Protect survey monuments on and off the roadway. Four survey monuments exist within, or immediately adjacent to the existing asphalt concrete pavement of Eastside Lane which will need to be reset, as shown on the construction plans.

DAMAGE REPAIR AND RESTORATION

Before Contract acceptance, restore damaged work to the same state of completion as before the damage. Restoration of damaged work includes restoration of erected falsework and formwork.

The County does not adjust payment for repair or restoration that the Engineer determines was caused by your failure to construct the work under the Contract or protect the work.

DAMAGE CAUSED BY AN ACT OF GOD

Under Pub Cont Code § 7105, the Department pays for repair or restoration to damaged work in excess of 5 percent of the total bid if the damage was caused by an act of God.

Submit a request for repair or restoration work payment before performing work other than emergency work.

FINAL INSPECTION AND CONTRACT ACCEPTANCE

When you complete the work, request the Engineer's final inspection.

If the Engineer determines that the work is complete, the Engineer recommends Contract acceptance. Immediately after Contract acceptance, you are relieved from:

1. Maintenance and protection duties
2. Responsibility for injury to persons or property or damage to the work occurring after Contract acceptance except as specified below (Guarantee).

GUARANTEE

Guarantee that work remains free from substantial defects for 1 year after Contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control, including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work part having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide the same insurance specified before Contract acceptance.

The Contract bonds must be in force until the later of (1) the expiration of the guarantee period or (2) the completion of the corrective work.

If a warranty specification conflicts with this section, comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists the defective work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start the corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you an order to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 business days of starting the emergency repair work

If you fail to perform the work as specified, the Department may perform the work and bill you.

PAYMENT

There is no separate payment for CONTROL OF WORK.

6. CONTROL OF MATERIALS

All work performed in connection with CONTROL OF MATERIALS shall conform to the provisions in Section 6, "Control of Materials," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

All work performed in connection with CONTROL OF WORK shall conform to the provisions in Caltrans Specifications Section 6, "CONTROL OF MATERIALS".

Select sources and submit acceptable material. If possible, submit material source information on or before the preconstruction meeting. Notify the Engineer of proposed sources prior to delivery to the project to expedite material inspection and testing. Do not incorporate materials requiring submittal into the work until approved.

Material may be approved at the source of supply before delivery to the project. Approval of material source does not constitute acceptance of material submitted from the source. If an approved material source fails to supply acceptable material during the life of the project, further use of that source may be denied.

Store materials and samples in a way that preserves the quality and facilitates prompt inspection. Stored material approved before storage may again be inspected before use in the work. Do not use private property for storage without written permission of the owner or lessee. Submit copies of agreements and documents.

Material incorporated into the work must be new.

BUY AMERICA

Crumb Rubber (Pub Res Code § 42703(d))

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

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

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.

BUY CLEAN CALIFORNIA ACT

Does not apply to this project.

QUALITY ASSURANCE (QA)

Quality assurance includes all activities used to (1) provide an overall level of quality for the project and (2) determine compliance with the Contract documents.

Quality control includes sampling, testing, and inspections performed under your QC program to (1) control material quality and (2) ensure the specified quality characteristics for the project are met.

County acceptance includes sampling, testing, and inspections performed by the County to verify compliance with the Contract. Refer to Mono County's Quality Assurance Program (QAP) included in the Project Manual and QAP, Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*, included herein, for project specific QA requirements.

COUNTY ACCEPTANCE

The County may use multiple acceptance methods for a material.

Specifications in sections titled "County Acceptance" do not include all requirements on which the County makes its acceptance.

The County may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the County to record, including photograph and video, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the County performs.

Schedule work to allow time for the County's inspection, sampling, and testing.

The County deducts testing costs for work that does not comply with the Contract.

The County may retest material previously tested and authorized for use. If the County notifies you of a retest, furnish resources for retesting.

Job Site Inspection and Testing

If a material is to be inspected or tested at the job site, the material must be authorized for use before it is incorporated into the work.

Certificates of Compliance

Where a certificate of compliance is specified and if any material is produced outside the United States.

Submit a certificate of compliance:

1. Before the material is incorporated into the work
2. For each lot of the material. Identify the lot on the certificate
3. Signed by the producer of the material and stating that the material complies with the Contract

QUALITY CONTROL

Develop, implement, and maintain a Quality Control program.

Prepare and maintain QC records, including:

1. Names and qualifications of:
 - 1.1. Samplers
 - 1.2. Testers
 - 1.3. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications

4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the County access to all QC records.

Submit QC test data and QC test results within 2 business days of test completion.

Quality Control Manager:

The QC manager must be responsible directly to you for the quality of the work, including materials and workmanship performed by you and your subcontractors.

The QC manager must be your employee or must be hired by a subcontractor providing only QC services.

The QC manager must not be employed or compensated by a subcontractor or by other persons or entities hired by subcontractors who will provide other services or materials for the project.

Notify the Engineer of the name and contact information of the QC manager.

PAYMENT

There is no separate payment for CONTROL OF MATERIALS.

7. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

All work performed in connection with RESPONSIBILITY TO THE PUBLIC shall conform to the provisions in Section 7, "Responsibility to the Public," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

PUBLIC CONVENIENCE

Compliance with this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Maintain convenient access to driveways, houses, and buildings. When an abutting property owner's access across the right-of-way line is to be eliminated or replaced under the Contract, the existing access must not be closed until the replacement access facility is usable. Construct temporary approaches to a crossing and an intersecting highway.

Provide a reasonably smooth and even surface for use by traffic at all times during the excavation of a roadway and construction of an embankment. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, excavate a roadway cut in layers and construct an embankment in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Install or construct culverts on only 1/2 the width of the traveled way at a time; keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, bring the surface of the roadbed to a smooth and even condition, free of humps and depressions, and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, repair any damage to the roadbed or completed subgrade, including damage caused by public use.

While subgrade and paving activities are underway, allow the public to use the shoulders. If half-width paving methods are used, allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving activities are underway. Shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Apply a dust palliative for the prevention or alleviation of dust nuisance.

Install signs, lights, flares, Type K temporary railing, barricades and other facilities to direct traffic. Provide flaggers whenever necessary to direct the movement of the public through or around the work. Flagging must comply with section 12-1. The Department pays you for this work under section 12-1.04.

You are required to pay for the cost of replacing or repairing all facilities installed under change order work for the convenience, direction, or warning of the public that are lost while in your custody or are damaged by your operations to such an extent as to require replacement or repair.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

PUBLIC SAFETY

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your activities create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Flagging must comply with section 12. The County pays you for this work under section 12.

At locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls unless otherwise ordered.

Use of signs, lights, flags, or other protective devices must comply with the *California MUTCD* and any directions of the Engineer. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning, and function of either existing signs, lights and traffic control devices, or any construction area signs.

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of traffic.

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design

requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard. You must furnish and install the necessary warning devices. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate your obligation to furnish and pay for these devices and measures.

PAYMENT

There is no separate payment for RESPONSIBILITY TO THE PUBLIC.

8. PROSECUTION AND PROGRESS

PROSECUTION AND PROGRESS shall conform to the provisions in Section 8, "Prosecution and Progress," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

The Contractor shall submit a construction schedule for the Engineer's approval within 10 calendar days of contract approval. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the Work. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the Project in accordance with and within the time set forth in the Contract Documents.

If, in the sole judgment of the Engineer, the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the Engineer's request, submit a revised schedule for completion of the Work within the contract time and modify its operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the prosecution of the Work be discontinued for any reason, the Contractor shall notify the Engineer at least 24 hours in advance of resuming operations.

The Engineer's review and acceptance of schedules neither voids any Contract part nor your responsibility for submitting complete and accurate information. Errors or omissions on schedules do not void your responsibility for completing all work within the time specified for completion of the work. If any aspect of the schedule has an error or omission after a schedule has been accepted, correct it on the next update schedule.

SUBMITTALS

Construction Schedule

TIME

Complete the work within the Contract time.

Meet each specified interim work-completion date.

The Engineer issues a Weekly Statement of Working Days form by the end of the following week.

The Weekly Statement of Working Days form shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Calculations of work completion dates, including working days remaining
4. Controlling activities

SUSPENSIONS

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered.

Delays

To request a delay-related time or payment adjustment, submit an RFI.

Time Adjustments

The Department may make a time adjustment for a critical delay. The Engineer uses information from the schedule to evaluate requests for time adjustments.

To request an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of the dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

Update the schedule to the last working day before the start of the delay if ordered.

Payment Adjustments

The County may make a payment adjustment for an excusable delay that affects your costs.

LIQUIDATED DAMAGES

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

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for this project are \$5,200.00 per day.

MOBILIZATION

Mobilization shall consist of preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, materials, supplies and incidentals to and from the project site. Mobilization includes the obtaining of permits, insurance, and bonds.

PAYMENT

There is no separate payment for PROSECUTION AND PROGRESS.

The Department makes partial payments for mobilization under Public Contract Code § 10264(a) except the amount of work completed does not include the amount earned for mobilization. The partial payment amount is reduced by a prorated amount bid in excess of the maximum allowed under Public Contract Code § 10264(a)(5).

The contract LUMP SUM (LS) price paid for "MOBILIZATION" shall constitute full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of equipment and materials, creating as-built drawings, and for performing all work required for which separate payment is not otherwise provided as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer. No adjustment will be made to the lump sum price for mobilization due to the requirement of a winter suspension, two mobilizations, or changes to other items of work or additions to the Contract.

9. PAYMENT

PAYMENT shall conform to the provisions in Section 9, "Payment," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

PAYMENT SCOPE

The County pays you for furnishing the resources and activities required to complete the work. The County's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. Permits, licenses, agreements, certifications, or any combination of these and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The County does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Work paid for under one bid item is not paid for under any other bid item.

Payment for a bid item includes payment for work in sections referenced by the section set forth by that bid item.

CHANGED QUANTITY PAYMENT ADJUSTMENTS

Increases of More Than 25 Percent

If the total bid item quantity exceeds 125 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under section 9-1.04 or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under section 9-1.04. If the payment for the number of units of a bid item in excess of 125 percent of the Bid Item List is less than \$15,000 at the unit price, the Engineer may not adjust the unit price unless you request it.

Decreases of More Than 25 Percent

If the total item pay quantity is less than 75 percent of the quantity shown on the Bid Item List and if no

approved Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under section 9-1.04 or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under section 9-1.04.

The Department does not pay more than 75 percent of the item total in the Bid Item List.

ELIMINATED ITEMS

If the Engineer eliminates an item, the Engineer notifies you and the Department pays your costs incurred before the notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

PAYMENT ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS

Applies to asphalt contained in materials for pavement structures and pavement surface treatments such as HMA, tack coat, asphaltic emulsions, bituminous seals, asphalt binders, and modified asphalt binders placed in the work. Does not apply if you opted out of payment adjustments for price index fluctuations at the time of bid.

The Engineer adjusts payment whenever the California statewide crude oil price index for the month the material is placed is more than 5 percent higher or lower than the price index at the time of bid.

California statewide crude oil price index determined using the average of the posted prices in effect for the previous month as posted by Chevron, ExxonMobil, and ConocoPhillips for the Buena Vista and Midway Sunset fields.

If a company discontinues posting its prices for a field, the Department determines the index from the remaining posted prices. The Department may include additional fields to determine the index.

For the California statewide crude oil price index, go to the Department's Division of Construction website.

If the adjustment is a decrease in payment, the Department deducts the amount from the monthly progress payment.

The Department makes payment adjustments due to price index fluctuations for changed quantities under section 9-1.06.

If you do not complete the work within the Contract time, payment adjustments during the overrun period are determined using the California statewide crude oil price index in effect for the month in which the overrun period began.

If the price index at the time of placement increases:

1. 50 percent or more over the price index at bid opening, notify the Engineer.
2. 100 percent or more over the price index at bid opening, do not furnish material containing asphalt until the Engineer authorizes you to proceed with that work. The Department may decrease bid item quantities, eliminate bid items, or terminate the Contract.

Before placing material containing asphalt, submit the current sales and use tax rate in effect in the tax jurisdiction where the material is to be placed.

Submit a public weighmaster's certificate for HMA, tack coat, asphaltic emulsions, and modified asphalt binders, including those materials not paid for by weight. For slurry seals, submit a separate public weighmaster's certificate for the asphaltic emulsion.

12. TEMPORARY TRAFFIC CONTROL

All work performed in connection with TEMPORARY TRAFFIC CONTROL shall conform to the provisions in the 2023 Caltrans Standard Specifications, Section 12 TEMPORARY TRAFFIC CONTROL. Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," and these Technical Specifications. Nothing in these Technical Specifications shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Temporary traffic control, including flagging, apparel, temporary traffic control devices, and equipment for flaggers, must comply with the *California MUTCD*, Part 6, "Temporary Traffic Control."

Accommodate traffic according to the MUTCD, the traffic control plan (Caltrans Standard Plan T-sheets), and this section.

CONSTRUCTION

Perform work in a manner that ensures the safety and convenience of the public and protects residents and property adjacent to the project. Accommodate public traffic on roads adjacent to and within the project until the project is accepted as complete.

Assign flaggers to:

1. Control traffic
2. Warn the public of any dangerous conditions resulting from the work activities
3. Provide for the passage of traffic through the work as specified for the passage of traffic for public convenience and public safety

Maintain flagging apparel, traffic control devices, and equipment for flaggers in good repair.

Place all construction area signs outside of the traveled way. Do not block a bicycle or pedestrian pathway with a construction area sign.

Maintain accurate information on construction area signs. Immediately replace or correct signs that convey inaccurate information.

During the progress of work, immediately cover or remove unneeded signs.

Be prepared to furnish additional construction area sign panels, posts, and mounting hardware or portable sign mounts on short notice due to changing traffic conditions or damage caused by traffic or other conditions. Maintain an inventory of commonly required items at the job site or make arrangements with a supplier who is able to furnish the items daily on short notice.

The Contractor shall maintain public access on all roads during construction. No roads may be closed to the public without permission from the County.

Except for temporary interruptions approved by the Engineer, Contractor shall maintain property owner access to their property over both walkways and driveways at all times.

The Contractor shall maintain a safe workplace at all times, including, but not limited to, providing flaggers, safety equipment, barricades, safe pedestrian passage along sidewalks, and maintenance of handicap access throughout the project site where applicable.

The Contractor shall fulfill the requirements of this section 24 hours per day, seven days per week, including holidays, from the time the Notice to Proceed is issued until the project is accepted as complete.

A minimum of one paved traffic lane, not less than ten (10) feet wide, shall be open for use by public traffic in each direction of travel except for single direction traffic control with flaggers as approved by the Engineer. Traffic may not be routed over unpaved roadways unless authorized by the Engineer.

For shoulder drop-offs of 3 inches or less, provide "Low Shoulder" warning signs. For shoulder drop-offs in excess of 3 inches, provide 1V:3H fillet with "Should Drop-Off" warning signs.

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 portable sign stand with flags. The sign shall be placed as approved by the Engineer.

When entering or leaving roadways carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

All excess and unsuitable material resulting from the Contractor's operation shall be removed from the project site before the end of each workday.

Temporary Traffic Control Plan (TTCP)

The TTCP plan shall include the relevant CT Standard Plan(s) (T-Sheets) and shall be identified for approval prior to the start of construction.

PAYMENT

The contract price paid per LUMP SUM (LS) for TEMPORARY TRAFFIC CONTROL shall include full compensation for furnishing all labor, materials (including signs, arrow boards, barricades and cones), tools, equipment and incidentals, preparing and submitting the required traffic control plans, obtaining Caltrans Encroachment Permit, and providing construction and detour signs (including temporary in-ground signs within the Caltrans right-of-way), flaggers, pilot car, and the installation and subsequent removal of signing, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

13. WATER POLLUTION CONTROL

All work performed in connection with WATER POLLUTION CONTROL shall conform to the provisions in the 2023 Caltrans Standard Specifications, Section 13 WATER POLLUTION CONTROL, the plans, and these Technical Specifications.

The intent of the WATER POLLUTION CONTROL is to eliminate the potential for dust or sediment to exit

the project site in any form of runoff and to conform to any federal, state and/or local requirements.

SUBMITTALS

Stormwater Pollution Prevention Plan (SWPPP)

Note, SWPPP must be prepared using the latest template posted on the Construction stormwater website (Caltrans). County will upload the approved SWPPP to water board and pay the general construction permit fee.

Within 24 hours after a nonstormwater discharge, or within 48 hours after (1) the end of a storm event resulting in a discharge or (2) receiving a written notice or an order from the RWQCB or another regulatory agency, submit the following information:

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

Refer to SWPPP Section below for submittal requirements based on Risk Level calculated for the project.

Submit Certificates of Compliance for erosion control materials, as required.

MATERIALS

Fiber Rolls

Other BMP's per SWPPP and as determined in the field

WATER POLLUTION CONTROL MANAGER

Assign a WPC manager to implement the WPCP or SWPPP. Assign an alternate WPC manager to perform the responsibilities of the WPC manager in the manager's absence. The alternate WPC manager must have the same qualifications as the WPC manager. An assistant WPC manager for WPCP projects or a QSP delegate for SWPPP projects may be assigned to act under the supervision of the WPC manager to inspect, repair, and maintain WPC practices, collect water quality samples, and record water quality data. You may have more than one assistant WPC manager or QSP delegate.

Responsibilities

The WPC manager must:

1. Be the primary contact responsible for WPC work
2. Oversee WPC work, including:
 - 2.1. Maintenance of WPC practices
 - 2.2. Inspections of WPC practices identified in the SWPPP or WPCP
 - 2.3. Inspections and reports for visual monitoring
 - 2.4. Preparation and implementation of the rain event action plans for projects within the Lake Tahoe Hydrologic Unit
 - 2.5. Sampling and analysis
 - 2.6. Preparation and submittal of:
 - 2.6.1. NAL exceedance reports
 - 2.6.2. Violation reports for the receiving water monitoring trigger
 - 2.6.3. Annual reports
 - 2.6.4. WPC-practice status reports
3. Oversee and enforce hazardous waste management practices under section 14-11, including spill prevention and control measures
4. Have the authority to:
 - 4.1. Mobilize crews to make immediate repairs to WPC practices
 - 4.2. Stop construction activities damaging WPC practices or causing water pollution

5. Ensure that all employees have current WPC training and provide training if collecting water quality samples is delegated
6. Implement the authorized SWPPP or WPCP
7. Revise the WPCP or recommend changes to the SWPPP
8. Be at the job site within 2 hours of being contacted

CONSTRUCTION

Monitor the NWS's forecast daily at its website.

Install facilities and devices used for WPC practices before performing other job site activities. Install soil stabilization and sediment control materials for WPC practices in all active areas or before any storm event.

Repair or replace facilities and devices used for WPC practices within 24 hours of discovering any damage.

You may request or the Engineer may order changes to the WPC work. Changes may include additional or new WPC practices. Additional WPC work is change order work except when the additional WPC practices are a result of your means and methods.

Retain a printed copy of the authorized WPCP or SWPPP at the job site.

The SWPPP, Waste Discharge Identification (WDID), and associated permits, records, and inspection forms shall be kept on-site and made available for inspection when requested. At the completion of the Project, the complete SWPPP, including inspection forms, logs, monitoring reports, and any other information added during the Project shall be provided to Mono County.

Project Winterization:

This project is not expected to require winterization. If winterization is required, all costs associated with it will be the responsibility of the Contractor. Winterization would include cleaning all surfaces of sediment, debris and dust. If there is a winter shutdown, no work will be permitted in project areas that have not been started.

Continue SWPPP implementation during any suspension of work activities.

INSPECTIONS

Inspect WPC practices identified in the SWPPP or WPCP:

1. Before a forecasted storm event
2. After a qualifying precipitation event that produces runoff
3. At 24-hour intervals during extended storm events
4. On a predetermined schedule of at least once a week

Inspect the following work activities and areas daily:

1. Storage areas for hazardous materials and waste as specified in section 14-11
2. Hazardous waste disposal and transporting activities as specified in section 14-11
3. Hazardous material delivery and storage activities
4. Demolition sites

Inspect vehicles and equipment at the job site daily for leaks and spills. Verify that operators are inspecting vehicles and equipment each day of use.

Inspect the following work activities and areas daily if the activity occurs daily or weekly if the activity occurs weekly:

1. Vehicle and equipment cleaning facilities
2. Vehicle and equipment maintenance and fueling areas
3. Pile driving areas for leaks and spills
4. Temporary concrete washouts
5. Paved roads at job site access points for street sweeping
6. Dewatering work
7. Temporary ATS
8. Work over water

DEFICIENCIES

If a deficiency in the implementation of the authorized WPCP or SWPPP is identified, immediately correct the deficiency unless a later date is authorized, but before precipitation occurs.

The County may correct the deficiency if you fail to correct it immediately, by the agreed date, or before the onset of precipitation. The cost of this work is deducted.

STORMWATER POLLUTION PREVENTION PLAN (SWPPP)

Preparing a stormwater pollution prevention plan includes developing and implementing the plan, providing a Water Pollution Control (WPC) manager, conducting WPC training, and monitoring, inspecting, and correcting WPC practices.

A QSD must be assigned to develop and revise the SWPPP.

The SWPPP must:

1. Describe the work involved in the installation, maintenance, repair, and removal of temporary and permanent WPC practices.
2. Include maps showing:
 - 2.1. Locations of disturbed-soil areas
 - 2.2. Water bodies and conveyances
 - 2.3. Locations and types of WPC practices that will be used for each Contractor-support facility
 - 2.4. Locations and types of temporary WPC practices that will be used in the work for each construction phase
 - 2.5. Locations and types of WPC practices that will be installed permanently under the Contract
 - 2.6. Water quality sampling locations
 - 2.7. Locations planned for the storage and use of potential nonvisible pollutants
 - 2.8. Receiving-water sampling locations
 - 2.9. Locations of surface water buffers
3. Include a Construction Site Monitoring Program or Construction Site Monitoring and Reporting Program as applicable.
4. Include a schedule showing when:
 - 4.1. Work activities that could cause the discharge of pollutants into stormwater will be performed
 - 4.2. WPC practices, including soil stabilization and sediment control, that will be used in the work for whichever has the longest duration in the first:

- 4.2.1. 60 days
- 4.2.2. Construction phase
5. Include a copy of each permit obtained by the County, such as the Department of Fish and Wildlife permits, US Army Corps of Engineers permits, RWQCB 401 certifications, Docket No. ESPO- SMA 15/16-001 Soil Management Agreement for Aerially Deposited Lead-Contaminated Soils with the DTSC (ADL Agreement), ADL Agreement notification, and RWQCB waste discharge requirements for aerially deposited lead reuse.
6. Include training records for project personnel.
7. Include contact information of all personnel responsible for WPC practices.
8. Include sediment load calculations for surface water buffer. Calculate sediment load of surface water buffer and equivalent sediment load reductions achieved with WPC practices when a 50-foot undisturbed buffer cannot be maintained using RUSLE2 or other approved method.

Do not start job site activities until (1) the SWPPP is authorized and (2) a waste discharge ID number is issued.

CONSTRUCTION SITE MONITORING PROGRAM

Submit a construction site monitoring program with your SWPPP. The program must be prepared by a QSD.

For all projects, submit:

1. Visual monitoring procedures
2. Sampling and analysis plan for nonvisible pollutants
3. Sampling and analysis plan for nonstormwater discharges
4. Sampling and analysis plan for monitoring required by the RWQCB

For projects with dewatering activities, also submit a sampling and analysis plan for pH and turbidity. For a risk level 2 project, also submit a sampling and analysis plan for pH and turbidity.

For a risk level 3 project, also submit:

1. Sampling and analysis plan for pH and turbidity
2. Sampling and analysis plan for receiving-water monitoring
3. Sampling and analysis plan for any temporary ATS

Submit the documents shown with an X in the following table corresponding to the project risk level:

Submittal Requirements

Document	Risk level 1	Risk level 2	Risk level 3	EPA	Lake Tahoe Hydrologic Unit
SWPPP	X	X	X	X	X
Construction Site Monitoring Program	X	X	X	X	X ^a
Job site monitoring reports	X	X	X	X	X
Sampling and analysis plan	X	X	X	X	X
Sampling and analysis plan for nonvisible pollutants	X	X	X	X	X
Sampling and analysis plan for pH and turbidity	--	X	X	--	X
NAL reports	--	X	X	--	X
Receiving water monitoring trigger reports	--	--	X	--	--
Rain Event Action Plan	--	X	X	--	X
Annual Certification	X	X	X	X	X
Stormwater Annual Report	X	X	X	X	X

^aFor a project in the Lake Tahoe Hydrologic Unit, this program is referred to as the Construction Site Monitoring and Reporting Program

Refer to Caltrans Standard Specification 13-3 for specific SWPPP requirements for construction projects.

JOB SITE MANAGEMENT

Job site management work includes spill prevention and control, material management, waste management, non-stormwater management, and dewatering activities.

Implement effective housekeeping practices for handling, storing, using, and disposing of materials to prevent pollution. Limit potential pollutants at their source before they come in contact with stormwater.

SPILL PREVENTION AND CONTROL

Keep material or waste storage areas clean, organized, and equipped with enough cleanup supplies for the material being stored.

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site. If you spill or your equipment or materials leak chemicals or hazardous substances at the job site, you are responsible for all associated cleanup costs and related liability.

Prevent spills from entering stormwater runoff before and during cleanup activities. Do not bury the spill or wash it with water.

Immediately report spills to the WPC manager.

As soon as it is safe, contain and clean up spills of petroleum materials and sanitary and septic waste substances listed in 40 CFR, parts 110, 117, and 302. Comply with section 14-11 for a spill or leak that produces hazardous waste.

MATERIAL MANAGMENT

Minimize or eliminate discharge of material into the air, storm drain systems, and receiving waters while taking delivery of, using, or storing the following materials:

1. Hazardous chemicals, including acids, lime, glues, adhesives, paints, solvents, and curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum materials, including fuel, oil, and grease
7. Asphalt and concrete components

8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during the unloading of hazardous materials or chemicals.

Minimize the use of hazardous materials if practicable.

Perform each of the following activities at least 100 feet from a concentrated flow of stormwater, a drainage course, or an inlet wherever it is performed (1) within the floodplain or (2) at least 50 feet outside the floodplain:

1. Stockpiling materials
2. Storing pile-driving equipment and liquid waste containers
3. Washing vehicles and equipment in outside areas
4. Fueling and maintaining vehicles and equipment

MATERIAL STORAGE

Store materials in their original containers with the original labels maintained in legible condition. Immediately replace damaged or illegible labels.

STOCKPILE MANAGEMENT

Minimize stockpiling of materials at the job site.

Do not allow soil, sediment, or other debris from stockpiles to enter storm drains, open drainages, or watercourses.

Manage stockpiles by implementing WPC practices on:

1. Active stockpiles before a forecasted storm event
2. Inactive stockpiles according to the WPCP or SWPPP schedule

Cover active and inactive soil stockpiles with soil stabilization material or a temporary cover and surround them with a linear sediment barrier.

Cover stockpiles of concrete and asphalt concrete rubble, HMA, AB, or AS with a temporary cover and surround them with a linear sediment barrier.

Place stockpiles of pressure-treated wood on pallets and cover them with an impermeable material.

Place stockpiles of cold mix asphalt concrete on an impervious surface and cover them with an impermeable material. Protect the stockpile from stormwater run-on and runoff.

Repair or replace linear sediment barriers and covers as needed to keep them functioning properly. If sediment accumulates to 1/3 of the linear sediment barrier's height, remove the accumulated sediment.

PAYMENT

The contract LUMP SUM (LS) price paid for SWPPP PREPARATION shall include full compensation for preparing and obtaining an approved Stormwater Pollution Prevention Plan (SWPPP), obtaining necessary permits, and for furnishing all labor, and incidentals, and as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

The contract LUMP SUM (LS) price paid for SWPPP SITE MONITORING, INSTALLATION OF BMPS” shall include full compensation for furnishing all labor, materials (including fiber rolls, silt fences, geotextiles, etc.), tools, equipment and incidentals, and providing the required BMPs and subsequent removal of BMPs, monitoring, inspections, sampling, reporting, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the

WATER POLLUTION CONTROL as specified in the SWPPP, as shown on the project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

14. ENVIRONMENTAL STEWARDSHIP

All work performed in connection with ENVIRONMENTAL STEWARDSHIP shall conform to the provisions in Section 14, "Environmental Stewardship," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL:

All work performed in connection with ENVIRONMENTAL STEWARDSHIP shall conform to the provisions in 2023 Caltrans Standard Specifications, Section 14, ENVIRONMENTAL STEWARDSHIP, the plans, environmental documents, environmental commitments, and these Technical Specifications.

Project Specific Environmental Commitments (NEPA and CEQA):

Biology:

1. Notification will be provided to the assigned Caltrans Biologist approximately 30 days prior to construction start.
2. All project-related culvert work and activities will occur under dry conditions.
3. Pre-construction nesting bird surveys conducted by a qualified Biologist between February 15 and September 30, within 48 hours of construction start.
 - a. The qualified Biologist will survey up to 250 feet from the project impact area for songbirds and up to 500 feet from the project impact area for nesting raptors.
 - b. If nesting birds are found within 250 feet (songbirds), 500 feet (raptors) of the project impact area, notify the Caltrans biologist. A no work buffer may be implemented if the Biologists determine that project activities are impacting nesting behaviors.

Project Specific Environmental Commitments for Culvert Replacement, Culvert Extension, and Installation of Flared End Sections (California Department of Fish and Wildlife 1602 Streambed Alteration Permit Requirements):

1. The Designated Biologist shall survey the Project area for special-status species, and any habitat, dens, burrows, nests, etc. capable of supporting wildlife and/or a special-status species **no more than 7-days prior to the initiation of Project activities.**
2. If Project activities are performed during bird nesting season, surveys to identify potential nesting sites shall be conducted **no more than two (2) calendar days** prior to initiating Project activities.
3. The culverts shall be surveyed for bats by the Designated Biologist **within seven (7) days of Project activities modifying or extending culverts.** If bats are found, there shall be no further disturbance to the culvert until CDFW has been consulted.
4. **Pre-Activity Survey Results.** Permittee shall submit to CDFW for review, the results of the pre-activity surveys and requirements (i.e., Special-Status Species Pre-Activity Surveys; Nesting Bird Pre-Activity Surveys, Bat Protection Survey) conducted by the Designated Biologist. These reports shall be submitted via email to CDFW prior to initiation of Project activities at each Project area and shall include the following information: 1) a list of all special-status or listed species observed; 2) a description of all potential burrows, nests, dens, or other refugia potentially supporting a special-status or listed species observed; 3) the locations of each observation; 4) methods implemented to demarcate/delineate those locations and any associated

buffers/avoidance areas; and 5) any other avoidance or minimization measures implemented.

5. **Worker Environmental Awareness Training.** Permittee shall conduct a Worker Environmental Awareness Training (WEAT) for all persons employed or otherwise working on the Project prior to performing any work on site. The WEAT shall consist of a presentation from a Designated Biologist that includes a discussion of the measures included in the Agreement and the special-status species that have potential to occur within the Project footprint, including a discussion of the distribution and habitat needs, legal protections for those species, penalties for violations and Project-specific protective measures included in this Agreement. Upon completion of the WEAT, employees shall sign a form stating they attended the WEAT and understand all protection measures. The signed forms shall be submitted to CDFW prior to initiation of Project activities.
6. **Weekly Status Report.** The Permittee shall be responsible for submitting a Weekly Status Report to CDFW at the end of each week addressing work scheduled for completion in the next week and work that has been completed in the previous week period via e-mail to Graham Meese at Graham.Meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov when any ground disturbing activities or active construction has occurred in that week or is scheduled to occur in the following week. This report will be a brief e-mail report including: 1) any special-status species or nesting birds encountered with associated coordinates, 2) what Project activities were completed in the week, 3) description of what work is scheduled or the following week, and 4) a description and pictures of the BMPs implemented.
7. **Final Construction Report.** Permittee shall provide a Final Construction Report to CDFW **via e-mail to Graham.meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov no later than two weeks after the Project is fully completed.** The Final Construction Report at a minimum shall contain: 1) pre- and post-Project photographs, 2) total amount of area impacted, 3) biological survey notes (including Weekly Status Reports), and 4) a filled-out Reporting Table (Exhibit E of the CDFW Permit **attached to these Project Specifications in Appendix B**).
8. **Notification to the California Natural Diversity Data Base (CNDDDB).** If any special-status species, or if any CESA listed species are observed on or in proximity to the Project site, Permittee shall submit these observations to CDFW via e-mail to Graham.meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov within seven (7) calendar days of observations, and submit California Natural Diversity Database (CNDDDB) forms and maps of the sighting to CNDDDB within 14 calendar days of observation. The CNDDDB form is available online at: <https://wildlife.ca.gov/Data/CNDDDB>. Please reference Notification # EPIMS- MOO-44253-R6.

The complete CDFW 1602 Stream Alteration Permit is attached to the Project Specifications in **Appendix B**. Refer to the attached permit for all CDFE project requirements. The designated biologist shall provide Mono County (Permittee) the required information in the above items 1 through 8.

Contractor Supplied Biologist:

Contractor shall hire a qualified biologist to provide project specific environmental commitments, and to monitor, as necessary, the work activities during construction for the protection of regulated species.

The Contractor-supplied biologist must:

1. Monitor regulated species within the project area, as needed
2. Ensure that construction activities do not result in the take of regulated species
3. Ensure that construction activities comply with permits, licenses, agreements, and certifications, and approvals (PLACs)
4. Immediately notify the Engineer of any take of regulated species

5. Prepare, submit, and sign notifications and reports

All reports must include:

1. Description of the implementation of permits, licenses, agreements, certifications, and approval requirements
2. Names of the biologists conducting biological activity
3. Dates and times of monitoring
4. Locations and activities monitored
5. Representative photographs
6. Findings
7. Recommended protective measures if regulated species are observed
8. Name of the biologist who prepared the report
9. Signature of the biologist certifying the accuracy of the report

Biologist Qualifications:

Specialized activity/species	Requirements
Nesting Bird Survey & Bat Survey	Bachelor's degree; at least one year of experience conducting habitat assessments and/or non-breeding and breeding season surveys; familiarity with Mono County bird species; a least one reference that can verify the above qualifications
Biological Monitor	Bachelor's degree; at least one year of experience conducting habitat assessments and/or non-breeding and breeding season surveys; familiarity with Mono County bird species; familiarity with the appropriate state federal statutes, scientific research and conservation; a least one reference that can verify the above qualifications

CDFW Designated Biologist Qualifications:

The Designated Biologist shall be knowledgeable and experienced in the biology, natural history, and collection and handling of the species known to or likely to occur on or near the Project and in Mono County. To be approved by CDFW, the proposed Designated Biologist shall at a minimum demonstrate professional work experience with: 1) the flora and fauna of Mono County; 2) identifying local and migratory bird species; 3) conducting bird surveys using appropriate survey methodology; 4) nesting surveying techniques; 5) recognizing breeding and nesting behaviors; 6) locating nests and breeding territories, and identifying nesting stages and nest success; 7) determining/establishing appropriate avoidance and minimization measures; 8) monitoring the efficacy of implemented avoidance and minimization measures; 9) implementing and monitoring Best Management Practices (BMPs); 10) monitoring active construction projects, and 11) implementing Lake or Streambed Alteration Agreement measures on construction projects.

SUBMITTALS:

Submit the name, resume, and statement of qualifications for a Contractor-supplied biologist within 7 days after Contract approval. The contractor-supplied biologist shall meet the If the submittal is incomplete, the County provides comments. Submit a revised statement of qualifications within 7 days of receiving comments.

If required under PLACs, the County sends the biologist's statement of qualifications to regulatory agencies for review. Biologists who perform specialized activities must have field experience working with the regulated species or performing the specialized task. All project-specific authorizations must be current and valid from start of work until work completion.

Do not start work until the Contractor-supplied biologist is authorized.

PAYMENT:

There is no separate payment for ENVIRONMENTAL STEWARDSHIP.

The contract PER HOUR price paid for CONTRACTOR-SUPPLIED BIOLOGIST shall include full compensation for providing all required services specified in the Project Specific Environmental Commitments, and for furnishing all reports, labor, materials, tools, equipment and incidentals, and for doing all the work involved as stated in the approved environmental documents for the project, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

15. EXISTING FACILITIES

All work performed in connection with EXISTING FACILITIES shall conform to the provisions in Section 15, "Existing Facilities," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

CONSTRUCTION

Existing underground utility lines are not shown on the plans. The Contractor shall be responsible for locating and field verifying the location of all existing utilities and utility features prior to the start of construction activities and protecting all facilities during construction. Engineer shall be notified of utility conflicts. Contractor shall allow 14 days after notification of utility conflicts prior to construction of affected work. Damage caused by the Contractor to existing facilities shall be repaired within 24 hours at the sole expense of the Contractor.

Not all existing overhead utility lines are not shown on the plans. The contractor shall take all precautionary measures necessary to protect overhead utility lines and protect workers and pedestrians during construction operations.

The Contractor shall notify and coordinate the work of identifying and marking utility facilities with the respective utility companies. The Contractor is required to call Underground Service Alert (USA) at 811 forty-eight (48) hours in advance of any excavation activity. The Contractor shall submit to the Engineer copies of all USA confirmation numbers including associated documentation.

Clean earth and other foreign material, including concrete, from material to be salvaged or incorporated into the work.

Dispose of removed facilities not to be salvaged or incorporated into the work.

If you damage a facility or a portion of a facility to remain in place, repair or replace it. The repair or replacement must be equal or better in quality than the original portion.

Repair or replace materials to be salvaged or incorporated into the work that are lost or damaged during work activities. The repair or replacement must be equal or better in quality than the original portion. Instead of this repair or replacement, the Department may deduct the repair or replacement cost

Existing survey monuments shall be preserved, referenced or replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771 and the following:

The Contractor shall not disturb permanent survey monuments or benchmarks except as shown on the plans and as approved by the Engineer. The Contractor shall bear the expense of replacing any monuments or benchmarks that may be disturbed without permission. Replacement shall be done only by a registered Land Surveyor in the presence of the Engineer.

Should the Contractor during the course of construction encounter a survey monument or benchmark not shown on the plans, he shall promptly notify the Engineer so that the monument or benchmarks may be referenced accordingly.

PAYMENT

Full compensation for EXISTING FACILITIES and for preservation of existing survey monuments, except those noted on the plans as requiring replacement and paid for separately, shall be considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

17. CLEARING AND GRUBBING

All work performed in connection with CLEARING AND GRUBBING shall conform to the 2023 Caltrans Standard Specifications, Section 17 “Clearing and Grubbing” and these Technical Specifications.

Clearing and grubbing consists of removing objectionable material from the following construction areas:

1. Highways
2. Bridges and other structures
3. Roads, road approaches, streets, and ramps
4. Material sites
5. Ditches and channels
7. Other described areas

Clear and grub before performing earthwork in a project area.

Do not injure standing trees, plants, and improvements shown to be protected.

CLEARING

Clear all construction areas above original ground of (1) all vegetation such as trees, logs, upturned stumps, roots of downed trees, brush, grass, and weeds and (2) other objectionable material including concrete, masonry, and debris. Cut tree branches that extend over the roadway and hang within 20 feet of finished grade.

GRUBBING

Grub all construction areas to a depth necessary to remove all trees, existing stumps, roots, buried logs, and other vegetative or objectionable material.

DISPOSAL OF MATERIALS

Dispose of materials resulting from clearing and grubbing activities legally at a landfill or the material may be disposed of on-site with approval from the Engineer.

PAYMENT

Full compensation for CLEARING AND GRUBBING shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

18. DUST PALLIATIVES

All work performed in connection with DUST PALLIATIVES shall conform to the provisions in the 2023 Caltrans Standard Specifications, Section 18 "Dust Palliatives" and these Technical Specifications.

CONSTRUCTION

The Contractor shall perform necessary work to control dust at all times, as required by regulation.

Water shall be used to suppress dust as necessary on:

1. Construction staging, material storage, and layout areas
2. Compacted soil or aggregate base roads or driveways
3. Paved surfaces
4. Active haul roads and detours

If necessary, sweep up or vacuum any residue on pavement before it can be blown by traffic or wind, migrate across lanes or shoulders, migrate to adjacent soils or enter a drainage facility.

Debris collected shall be disposed legally, such as at landfill facility.

PAYMENT

Full compensation for DUST CONTROL including but not limited to that resulting from construction, public traffic, or wind shall be considered as included in the prices paid for the various items of work involved, and no separate payment will be made therefor.

19. EARTHWORK

All work performed in connection with EARTHWORK shall conform to the provisions in Section 19, "Earthwork," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

19.1 GENERAL

All work performed in connection with EARTHWORK shall conform to the provisions in CT Specifications Section 19 EARTHWORK.

Performing earthwork activities includes removal of unsuitable material or a buried man-made object if the removal is described. The work also consists of salvaging, removing, and disposing of fences, structures, pavements, culverts, utilities, curbs, sidewalks, signs, snowpoles, and other obstructions within the project earthwork area.

Excavated material may be used as road shoulder fill if approved by the Engineer.

UNSUITABLE MATERIAL

Excavate and dispose of unsuitable material encountered below the natural ground surface in embankment areas or below the grading plane in excavation areas as ordered.

Notify the Engineer before removing the unsuitable material if:

1. Removal is not otherwise described
2. You request payment for removal as change order work

Backfill the space resulting from excavating unsuitable material with material suitable for the planned use.

GRADE TOLERANCE

Immediately before placing subsequent layers of material, prepare the grading plane such that the grading plane:

1. Does not vary more than 0.05 foot above or below the grade established by the Engineer where HMA is to be placed.
2. Does not extend above the grade established by the Engineer where concrete base or pavement is to be placed.
3. Beneath structural approach slabs or the thickened portion of sleeper slabs do not extend above the grade established by the Engineer.
4. At any point is within 0.05 foot above the grade established by the Engineer if the material to be placed on the grading plane is paid by the cubic yard.
5. At any point is within 0.10 foot above the grade established by the Engineer if subbase or base material to be placed on the grading plane is paid by the ton

BURIED MAN-MADE OBJECTS

Remove and dispose of a buried man-made object encountered in an excavation as part of the excavation work.

Notify the Engineer before removing the buried man-made object if:

1. Removal of the object is not otherwise described
2. Object could not have been determined by visual inspection
3. You request payment for removal of the object as change order work

19.2 ROADWAY EXCAVATION

Roadway excavation consists of all excavation involved in the grading and construction of the roadway except structure excavation and any excavation paid for as a separate bid item.

Roadway excavation includes:

1. Excavating and stockpiling the selected material
2. Removing the stockpiled material and placing it in its final position
3. Removing surcharge material
4. Performing the removal of a slide or slipout which is paid for as the type of roadway excavation involved

Excavate to the described or authorized grade. If you over-excavate, backfill with an authorized material and compact it.

Compaction must comply with section 19-5.

Construct embankments under section 19-6.

SURPLUS MATERIAL

If a quantity of surplus material is shown, the quantity is approximate.

Ensure enough material is available to complete the embankments before placing the material at other locations on the job site or disposing of it.

Obtain authorization before disposing of surplus material or using it for any of the following:

1. Widening embankments uniformly
2. Flattening slopes

3. Placing along the roadway or at other locations

If you cannot use surplus material within the highway, dispose of it.

If you dispose of any surplus material prematurely and later find a material shortage, replace the surplus material with an authorized material.

If an ordered change increases the quantity of excavation or decreases the quantity of embankment such that surplus material must be disposed of, disposing of this material is change order work.

DEFICIENCY MATERIAL

If the quantity of acceptable material from excavation is not enough to construct the embankments, the quantity of material needed to complete the embankments must consist of local or imported borrow or asphalt grindings, as approved by the engineer.

SELECTED MATERIAL

Specific material excavated from a described location on the job site.

If selected material is not used for a specified layer, place the selected material in the roadway prism as embankment or structure backfill.

If selected material is used as a specified layer, spread and compact it under section 25.

If practicable and unless processing of material is required, haul selected material directly from the excavation to its final position in the roadway prism and compact it in place.

Selected material must remain in place until it can be placed in its final position unless stockpiling of selected material is ordered.

SLOPES

Construct slopes to the lines and grades established by the Engineer. Slope tolerances are measured perpendicular to the planned slope.

Any point on the completed excavation slope must be within 0.5 foot of the planned slope, unless the excavation is in rock, in which case, any point on the completed slope must be within 2 feet of the planned slope.

Slopes or portions of slopes must not encroach on the roadbed.

Round the tops of excavation slopes and ends of excavations.

Any point on the completed embankment slope must be within 0.5 foot of the planned slope for slopes within 4 feet of the shoulder grade. Slopes below 4 feet must be within 1 foot of the planned slope.

Maintain completed slopes. Repair any slope damage caused by erosion.

PAYMENT

The payment quantity for PREPARE NEW ROAD APRON SUBGRADE AND BASE GRADE is the area of roadway grading measured in SQUARE YARDS (SY) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, grubbing, disposal, placing, scarification and compaction of embankment, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

The payment quantity for "GRADE DITCH" is the length of roadway ditch grading measured in LINEAR FEET (LF) which includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, grubbing, disposal, placing, scarification and compaction of embankment, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT

Specifications and these Technical Specifications, and as directed by the Engineer.

19.3 STRUCTURE EXCAVATION AND BACKFILL

Structure excavation includes:

1. Excavating foundations for structures, including trenches for culverts, pipes, rods, deadmen, cutoff walls, and other facilities
2. Placing structure backfill where compaction of the structure backfill is not required.
3. Control and removal of water
4. Installation and removal of facilities required to complete the work unless specified or allowed to remain in place

STRUCTURE BACKFILL

Structure backfill must be free of organic or other unsatisfactory material.

Structure backfill shall be 3-inch minus material within 1 foot of culvert pipes. Native trench spoils can be used provided all material over 3 inches is removed. Alternately, structure backfill may be slurry backfill per slurry cement backfill specifications.

Place material from structure excavation not used as structure backfill in roadway embankments.

SLURRY CEMENT BACKFILL

Slurry cement backfill (Lean Concrete Backfill) may be used as structure backfill for pipe culverts. If using slurry cement backfill, submit a Lean Concrete mix design from manufacturer for approval prior to construction.

Slurry cement backfill must be a fluid workable mixture of aggregate, cement, and water. The aggregate must be commercial-quality concrete sand.

The backfill must contain at least 188 pounds of cement per cubic yard and enough water to produce a fluid workable mix that flows and can be placed without segregation during placement.

Place slurry in a uniform manner that prevents (1) voids or segregation of the backfill and (2) floating or shifting of the culverts. Remove foreign material that falls into trenches.

CULVERT BEDDING

Shape trench beds to fit the bottom of the culvert and to provide uniform support along the entire culvert length. You may excavate the trench below the bottom of the culvert and construct shaped bedding by backfilling and compacting the backfill material. Shape beds using a template conforming to the outside shape of the culvert and guided by headers set parallel to the culvert grade.

Culvert bedding material may be native, excavated material if approved by the Resident Engineer or sand per sand bedding specifications.

SAND BEDDINGS

Sand bedding must consist of sand:

1. Free of clay or organic material
2. Suitable for the purpose intended
3. Complying with the gradation requirements shown in the following table:

Sieve size	Percentage passing
No. 4	90–100
No. 200	0–5

STRUCTURE COMPACTION

Place structure backfill in uniform layers. Bring backfill up uniformly on all sides of structures. Backfill layers must be at most 0.67 foot (8") thick before compacting.

Compact structure backfill to a relative compaction of at least 95 percent of maximum dry density.

Do not use compaction equipment or methods that may cause excessive displacement or damage structures.

PAYMENT

Full compensation for structure excavation and backfill is included in bid item "24"x35" ARCH CSP CULVERT REPLACEMENT", "36" CSP CULVERT REPLACEMENT", and "EXTEND EXISTING 18" CMP" measured in LINEAR FEET (LF) and includes full compensation for furnishing all labor, materials, tools, equipment, hauling, storing, excavating, placing, disposal, backfilling, compaction, and other incidentals, and for doing all the work involved complete in place, as shown on the plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

19.5 COMPACTION

Section 19-5 includes specifications for compacting all earthwork except structure backfill.

CONSTRUCTION

Relative compaction specifications apply to material whether in an excavation or an embankment.

The moisture content of material to be compacted to at least 95 percent must be such that the specified relative compaction is attained and the embankment is in a firm and stable condition.

Do not compact material that contains excessive moisture until the material is dry enough.

RELATIVE COMPACTION (95 Percent)

Compact earthwork to a relative compaction of at least 95 percent. All bottom of excavations shall be compacted to a relative compaction of at least 95 percent of maximum dry density.

PAYMENT

Full compensation for COMPACTION shall be considered as included in the prices paid for the various items of work involved Section 19, and no separate payment will be made therefor.

19.6 EMBANKMENT CONSTRUCTION

Constructing embankments includes:

1. Preparing areas to receive embankment material
2. Placing and compacting embankment material including:
 - 2.1. Suitable material within roadway areas where unsuitable material has been removed
 - 2.2. Material in holes, pits, and other depressions within the roadway area
3. Constructing a temporary surcharge embankment above the grading plane
4. Constructing dikes

MATERIALS

Embankment material within the road pavement envelope must be native material if approved by engineer,

AC grindings, or imported class II aggregate base. If class II aggregate base is used for any portion, the aggregate base shall meet the requirements of CT Specifications, Section 26, "Aggregate Base".

Embankment material outside the road pavement envelope may be AC grindings, excavated suitable material from excavations, or from local or imported borrow.

CONSTRUCTION

Compact embankment under section 19-5.

Construct embankment slopes under section 19-2.

Scarify, water, grade, and roll the existing roadbed before placing new material if you construct an embankment on an existing roadway.

The grading plane of embankments beneath structure approach slabs and beneath the thickened portion of sleeper slabs must not project above the grade established by the Engineer.

Grade trenches, holes, depressions, and pits outside of areas where embankments are to be constructed to provide a presentable and well-drained area.

Do not construct embankments when material is frozen or a blanket of snow prevents proper compaction.

Construct embankment in layers. The loose thickness of each layer must not exceed 8 inches.

Break up clods or hard lumps of earth that are over 8 inches in greatest dimension before compacting material in the embankment, unless material such as hardpan or cemented gravel, cannot be broken readily in which case:

1. Distribute the material throughout the embankment
2. Place enough earth or other fine material around the larger material as you deposit it to fill the interstices and produce a dense, compact embankment

PAYMENT

Full compensation for EMBANKMENT shall be considered as included in the prices paid for the various items of work involved Section 19, and no separate payment will be madetherefor.

19.9 SHOULDER BACKING

Specifications for constructing shoulder backing adjacent to the edge of new pavement surfacing.

MATERIALS

Shoulder backing must be clean and consist of one or any combination of the following materials:

1. Broken stone
2. Crushed gravel
3. Natural rough surfaced gravel
4. Sand
5. RAP
6. Aggregate base

Shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
2"	100
1"	75–100
3/4"	65–100
No. 4	35–60

No. 30	10–35
No. 200	5–15

If 100 percent RAP is used, shoulder backing must be graded within the percentage passing limits shown in the following table:

Sieve size	Percentage passing
1-1/2"	100
3/4"	70–100
No. 4	30–80

Shoulder backing must comply with the sand equivalent requirements shown in the following table:

Quality characteristics	Test method	Requirement
Sand Equivalent		
Single type of material except RAP		10-35
Combination of all type of materials including RAP	California Test 217	10-35
Combination of all type of materials excluding RAP		10-30
100% RAP (min)		10

If aggregate base is approved by engineer for shoulder backing, the aggregate base shall meet the requirements of CT Specifications, Section 26, “Aggregate Base”.

CONSTRUCTION

Do not place shoulder backing containing RAP within 100 feet measured horizontally from a culvert, watercourse, or bridge.

Grub the shoulder backing area, removing weeds, grass, and debris from the area to receive shoulder backing.

Excavate, if necessary, to a depth of 3 inches below pavement surface. Scarify the basement material to receive shoulder backing at least 0.25 feet deep and water immediately before placing the shoulder backing.

Place and spread shoulder backing directly on the basement material. After placing the shoulder backing, water and compact it with a minimum of 2 passes with a steel-tired roller weighing at least 8 tons. Compaction equipment width shall match the width of shoulder backing installed to prevent bridging during compaction. Wherever the total thickness of shoulder backing is more than 6 inches, place the backing as embankment (Ct Specifications 19.) and compact to 95% of maximum dry density. Form smooth and uniform cross sections and slopes.

Do not deposit shoulder backing on new pavement.

Complete shoulder backing within 5 days after placement of adjacent new surfacing except complete shoulder backing within 15 days wherever edge treatment under is placed.

Before opening a lane adjacent to uncompleted shoulder backing, place portable delineators and W8-9, Low

Shoulder, signs off of and adjacent to the new pavement surfacing.

Portable delineators and signs must comply with section 12 except the signs may be set on temporary portable supports or on barricades.

Place portable delineators at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 500 feet on tangents and 200 feet on curves.

Place the W8-9 signs at the beginning and along the drop-off of the edge of pavement in the direction of travel, at maximum intervals of 2,000 feet.

Remove portable delineators and W8-9 signs when the shoulder backing is complete in that area.

PAYMENT

SHOULDER BACKING (AC GRINDINGS OR IMPORT) is paid for by the LINEAR FOOT (LF). The payment quantity for shoulder backing is the horizontal length of shoulder backing placed parallel to the road centerline. The County does not increase the embankment quantity if subsidence or consolidation occurs after you start placing the backing material. The contract unit price paid shall include full compensation for excavation, hauling material, compaction, furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

22. FINISHING ROADWAY

All work performed in connection with FINISHING ROADWAY shall conform to the provisions in Section 22, "Finishing Roadway," of the 2023 Caltrans Standard Specifications and these Technical Specifications.

Perform finishing activities after completing all other construction activities.

CONSTRUCTION

Trim and shape graded areas without surfacing to smooth and uniform cross sections and slopes:

1. Between edge of shoulder and hinge point of slopes
2. At medians

For a graded roadbed without surfacing or pavement, trim and shape the entire roadbed to uniform cross sections and slopes

Trim slopes of gutters without lining or surfacing to the required grade and cross section.

Do not stockpile material on finished pavement or allow material to drift across pavement. Clean finished pavement of dirt and foreign material.

Clear debris and obstructions from ditches and channels constructed under the Contract.

Clean out sewers, culverts, and other drainage facilities and appurtenant structures constructed under the Contract.

Remove debris and excess material adjacent to culverts, headwalls and endwalls, bridge ends, poles, posts, trees, or other objects and leave in a neat and orderly condition.

Remove from slopes any exposed material that might become loose such as rocks and roots.

Remove loose rock larger than 2-1/2 inches in maximum dimension from:

1. Between the edge of shoulder and hinge point of slopes
2. Medians
3. Finished roadbed

Dispose of material resulting from finishing activities. If authorized, soil and rock resulting from finishing activities may be used along the roadway.

Finishing roadway includes removal, loading, and hauling of excess asphalt road grindings necessary to finish grade the roadway and hauling of unused, excess material to County yard for permanent storage.

PAYMENT

Full compensation for finishing roadway shall be considered as included in the prices paid for the bid items GRIND / PULVERIZE EXIST ROADBED, FINISH ROADWAY, paid for by the SQUARE YARD (SY), and no separate payment will be made therefor. The contract unit price paid shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

30. RECLAIMED PAVEMENTS

All work performed in connection with RECLAIMED PAVEMENT shall conform to the provisions in Section 30, "Reclaimed Pavements" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

30.2 Pulverized Roadbed

Includes specifications for constructing a uniform reclaimed pavement base by pulverizing the asphalt concrete pavement and underlying material.

SURFACE PREPARATION

Before pavement recycling activities start, prepare the existing roadway surface by:

1. Clearing foreign matter including vegetation.
2. Removing standing water.
3. Referencing the profile and cross slope.
4. Marking the proposed longitudinal cut lines on the existing pavement as follows:
 - 4.1. Cut lines must coincide with points where the existing cross slope changes, approximately at the centerline and edge of traveled way.
 - 4.2. Cut lines must indicate the sequence of the cuts.
5. Referencing existing lane lines and striping layout.

If excess material is to be stored adjacent to the shoulder, clear and dispose of the weeds, grass, and debris from the area.

SUBMITTALS

Material sampling shall be done on the first day of road pulverization (test strip) to confirm the gradation meets the requirements. Initial test results shall be submitted within 24 hours.

Perform sampling and testing for each test strip and production work at the specified frequency for the quality characteristics shown in the following table:

Pulverized Roadbed Quality Characteristic Sampling Locations and Testing Frequencies

Quality characteristic	Test method	Minimum sampling and testing frequency	Sampling location
Gradation	California Test 202	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Depth of cut	NA	300 feet	Both sides of reclaiming machine along cut length
In-place wet density	ASTM D1557 (Modified Proctor) or CT 231	Minimum 1 per material/type	Loose mix after pulverizing and mixing per CT125
Relative compaction	ASTM D6938 or CT 231	Minimum one test per 5000 sq. ft. of road area	Compacted roadbed

COUNTY ACCEPTANCE

The County accepts pulverized roadbed based on:

1. Visual inspection including:
 - 1.1. Segregation, tearing, and scarring of the finished surface
 - 1.2. Variance of more than 0.05 foot measured from the lower edge of a 12-foot straightedge
 - 1.3. Uniform surface texture throughout the work limits
 - 1.4. Repaired areas

2. Compliance with the following table:

Pulverized Roadbed Requirements for Acceptance

Quality characteristic	Test method	Requirement
Relative compaction (min, %)	ASTM D6938 or CT 231	95
Thickness (ft)	Field measurement	Not more than 0.05 ft less than the thickness shown

MATERIALS

The quality characteristics of pulverized roadbed must comply with the requirements shown in the following table:

Pulverized Roadbed Quality Characteristic Requirements

Quality characteristic	Test method	Requirement
Gradation (% passing) Sieve Size: 2 inch 1 1/2 inch	California Test 202	100 90-100
Depth of cut (ft)	NA	Not more than 0.05 ft less than the thickness shown
In-place wet density (lb/cu ft)	ASTM D1557 or CT 231	Report only
Relative compaction (min, %)	ASTM D6938 or CT 231	95

SUPPLEMENTARY AGGREGATE

If supplementary aggregate is specified, supplementary aggregate must comply with the specifications for Class 2 aggregate base in Caltrans Standard Specifications, Section 26.

CONSTRUCTION

Pulverizing equipment must:

1. Be a self-propelled reclaiming machine
2. Pulverize the existing pavement and underlying material to the required size
3. Mix the pulverized pavement, underlying material, and water into a homogeneous and uniform mixture
4. Be equipped with automatic depth controls capable of maintaining the cutting depth to within 0.05 foot of the depth shown
5. Have a minimum 8-foot wide cutter that can remove the existing pavement to the specified depths

Compacting equipment must be a sheepfoot roller, a vibratory steel-tired roller, and a pneumatic-tired roller. All compacting equipment must be self-propelled and reversible. The frequency of amplitude of vibrating rollers must be adjustable and exceed a static force of 15 tons in vibratory mode.

FINISHING

The finished recycled surface must not vary more than 0.05 foot from the lower edge of a 12-foot straight edge laid in directions parallel and perpendicular to the centerline.

The finished surface must be free from segregation, tearing, and scarring, and have a uniform surface texture throughout the work limits.

Maintain the pulverized roadbed surface free of ruts, bumps, indentations, raveling, and segregation. Repair damaged pulverized roadbed with minor HMA.

PAYMENT

Payment for GRIND/PULVERIZE EXIST ROADBED, FINISH ROADWAY shall be per SQUARE YARD (SY) and shall include full compensation for furnishing all labor, materials, tools, equipment, compaction, grading, finishing roadway, hauling material, stockpiling, incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

39. ASPHALT CONCRETE

All work performed in connection with ASPHALT CONCRETE shall conform to the provisions in Section 39, "Asphalt Concrete" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

TYPE A HOT MIX ASPHALT

Hot Mix Asphalt (HMA) binder shall be PG 58-34, modified (preferred) or unmodified, per Section 92 of the Caltrans Standard Specifications (Type A). Aggregate Gradation shall be $\frac{3}{4}$ -inch.

This item shall consist of pavement courses composed of mineral aggregate and an approved asphalt cement binder (asphalt binder) mixed in a central mixing plant and placed on a prepared course in accordance with these specifications and shall conform to the lines, grades, thicknesses, and typical cross sections shown on the plans. Each course shall be constructed to the depth, typical section, and elevation required by the plans and shall be rolled, finished and approved before placement of the next course.

JOB MIX FORMULA (JMF)

The JMF must be based on the superpave HMA mix design as described in *MS-2 Asphalt Mix Design Methods* by the Asphalt Institute, or alternately, Mono County will accept a current Marshall or HVEEM mix design. Note, test methods and/or HMA relative compaction specifications contained herein may be revised to match the approved HMA Mix Design (JMF), if necessary.

Submit the proposed HMA mix design, including location of all commercial mixing plants to be used for approval prior to the start of work. A separate job-mix formula (JMF) shall be supplied for each plant proposed for use on the project. Asphalt Binder certificate of compliance from the manufacturer shall be included with the mix design submittal. HMA mix design shall be approved by the Engineer in writing prior to the start of HMA production.

Laboratories testing aggregate and HMA qualities used to prepare the mix design and JMF must be qualified under AASHTO Materials Reference Laboratory program and Caltrans Independent Assurance Program. A **copy of the laboratory's current accreditation and accredited test methods** shall be submitted to the Engineer with the proposed JMF prior to start of construction.

Should a change in sources of materials be made, a new JMF must be approved by the Engineer in writing before the new material is used. After the initial production JMF has been approved by the Engineer and a new or modified JMF is required for whatever reason, the subsequent cost of the Engineer's approval of the new or modified JMF will be borne by the Contractor. There will be no time extension given or considerations for extra costs associated with the stoppage of production paving or restart of production paving due to the time needed for the Engineer to approve the initial, new or modified JMF.

The job mix formula shall meet the design requirements in CT Standard Specifications, Section 39. The submitted JMF shall be stamped or sealed by the responsible professional Engineer and shall include the following at minimum:

- Manufacturer's Certificate of Analysis (COA) for the asphalt binder used in the JMF.
- Manufacturer's Certificate of Analysis (COA) for the anti-stripping agent if used in the JMF.
- Certified material test reports for the course and fine aggregate and mineral filler.
- Percent passing each sieve size for individual gradation of each aggregate cold feed and/or hot bin; percent by weight of each cold feed and/or hot bin used; and the total combined gradation in the JMF.
- Specific Gravity and absorption of each coarse and fine aggregate.
- Percent natural sand.
- Percent fractured faces.
- Percent by weight of flat particles, elongated particles, and flat and elongated particles (and criteria).
- Percent of asphalt binder content
- Percentage and properties (asphalt content, asphalt binder properties, and aggregate properties) of reclaimed asphalt mix pavement (RAP), if used.
- Number of gyrations or blows
- Laboratory mixing and compaction temperatures.
- Supplier-recommended field mixing and compaction temperatures.
- Plot of the combined gradation on a 0.45 power gradation curve.
- Graphical plots of air voids, voids in the mineral aggregate (VMA), and unit weight versus asphalt content. To achieve minimum VMA during production, the mix design needs to account for material breakdown during production.
- Tensile Strength Ratio (TSR).
- Type and amount of Anti-strip agent when used.
- Asphalt Pavement Analyzer (APA) results or Hamburg wheel test.
- The Contractor shall submit to the Engineer the results of verification testing of at least three (3)

asphalt samples prepared at the optimum asphalt content.

- SDS for asphalt binder, supplemental fine aggregate (except fines from dust collectors), and antistrip additives.
- Date the JMF was developed. Mix designs that are not dated will not be accepted. Mix designs from a previous construction season may or may not be accepted; the engineer will determine acceptance.

Submit a new JMF if you change any of the following:

1. Target asphalt binder percentage greater than ± 0.2 percent
2. Asphalt binder supplier
3. Combined aggregate gradation
4. Aggregate sources
5. Liquid antistrip producer or dosage
6. Average binder content in a new processed RAP stockpile by more than ± 2.00 percent from the average RAP binder content reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
7. Average maximum specific gravity in a new processed RAP stockpile by more than ± 0.060 from the average maximum specific gravity value reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
8. Any material in the JMF, except lime supplier and source

Refer to Caltrans Standard Specifications, Section 39-2.02B(2) for Type A Hot Mix Asphalt Mix Design requirements for super pave mix design submittals. Documentation of aggregate quality must be provided.

Reclaimed Asphalt Pavement (RAP)

You may substitute RAP for part of the virgin aggregate in a quantity up to 25 percent of the aggregate blend.

Provide enough space at your plant for complying with all RAP handling requirements. Provide a clean, graded base, well drained area for stockpiles.

If RAP is from multiple sources, blend the RAP thoroughly and completely before fractionating.

For RAP substitution greater than 15 percent of the aggregate blend, fractionate RAP stockpiles into 2 sizes, a coarse fraction RAP retained on 3/8-inch sieve and a fine fraction RAP passing 3/8-inch sieve. For RAP substitution of 15 percent of the aggregate blend or less, fractionation is not required.

The RAP fractionation must comply with the requirements shown in the following table:

RAP Stockpile Fractionation Gradation Requirements

Size	Test method	Requirement
Coarse (% passing the 1-inch sieve)	California Test 202 ^a	100
Fine (% passing the 3/8-inch sieve)	California Test 202 ^a	98–100

^aMaximum mechanical shaking time is 10 minutes.

You may use the coarse fractionated stockpile, the fine fractionated stockpile, or a combination of the coarse and fine fractionated stockpiles.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

CONSTRUCTION

Do not place HMA on wet pavement or frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for depositing, pickup, loading, and paving are continuous
4. For method compaction:
 - 4.1. The temperature of the HMA and the HMA produced with WMA water injection technology in the windrow does not fall below 260 degrees F
 - 4.2. The temperature of the HMA produced using WMA additive technology in the windrow does not fall below 250 degrees F

HMA placed in a windrow on the roadway surface must not extend more than 250 feet in front of the loading equipment or material transfer vehicle.

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps
4. Marks
5. Tearing
6. Irregular texture

Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder

Where the pavement thickness shown is 0.30 foot or greater, you may place Type A HMA in multiple lifts not less than 0.15 foot each. If placing Type A HMA in multiple lifts:

1. Table in Section 39-2.02B(4)(b) does not apply
2. Aggregate gradation must comply with the requirements shown in the following table:

Aggregate Gradation Requirements

Type A HMA lift thickness	Gradation
0.15 to less than 0.20 foot	1/2 inch
0.20 foot to less than 0.25 foot	3/4 inch
0.25 foot or greater	3/4 inch or 1 inch

3. Apply a tack coat before placing a subsequent lift

4. The Engineer evaluates each HMA lift individually for compliance

If the ambient air temperature is below 60 degrees F, cover the loads in trucks with tarpaulins. If the time for HMA discharge to truck at the HMA plant until transfer to paver's hopper is 90 minutes or greater and if the ambient air temperature is below 70 degrees F, cover the loads in trucks with tarpaulins, unless the time from discharging to the truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or the pavement surface.

Spread Type A HMA at the ambient air and surface temperatures shown in the following table:

Minimum Ambient Air and Surface Temperatures

Lift thickness (feet)	Ambient air (°F)		Surface (°F)	
	Unmodified asphalt binder	Modified asphalt binder	Unmodified asphalt binder	Modified asphalt binder
Type A HMA and Type A HMA produced with WMA water injection technology				
<0.15	55	50	60	55
≥0.15	45	45	50	50
Type A HMA produced with WMA additive technology				
<0.15	45	45	50	45
≥0.15	40	40	40	40

Spreading and Compaction Equipment

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must be heated and produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations unless you can eliminate them by rolling.

Rollers of the vibratory, steel wheel, and pneumatic-tired type shall be used. They shall be in good condition, capable of operating at slow speeds to avoid displacement of the HMA. The number, type, and weight of rollers shall be sufficient to compact the HMA to the required density while it is still in a workable condition. All rollers shall be specifically designed and suitable for compacting HMA concrete and shall be sized to achieve the required compaction results. Rollers that impair the stability of any layer of a pavement structure or underlying soils shall not be used. Depressions in pavement surfaces caused by rollers shall be repaired by the Contractor at their own expense.

Operate rollers according to the recommendation of the manufacturer. Each roller must have a separate operator. Rollers must be self-propelled and reversible.

The use of equipment which causes crushing of aggregate will not be permitted.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction

Material Transfer Vehicle

If a material transfer vehicle is specified, the material transfer vehicle must have sufficient capacity to prevent stopping the paver and must be capable of:

1. Either receiving HMA directly from trucks or using a windrow pickup head to load it from a windrow deposited on the roadway surface
2. Remixing the HMA with augers before transferring into the paver's receiving hopper or feed system
3. Transferring HMA directly into the paver's receiving hopper or feed system

Deliveries shall be scheduled so that placing and compacting of HMA is uniform with minimum stopping and starting of the paver. Hauling over freshly placed material shall not be permitted until material has been compacted, as specified, and allowed to cool to atmospheric temperature.

Surface Preparation

Before placing HMA, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

Subgrade

Prepare subgrade to receive HMA under the sections for the material involved. Subgrade must be free of loose and extraneous material.

Prepaving Inertial Profiler

Does not apply to this project.

Tack Coat

Edges of existing HMA pavement abutting the new work shall be saw cut and carefully removed as shown on the drawings and coated with asphalt tack coat before new material is placed against it.

Apply a tack coat:

1. To existing pavement including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
 - 3.1. Curbs
 - 3.2. Gutters
 - 3.3. Construction joints

Equipment for the application of tack coat must comply with CT Specifications, section 37-1.03B.

Before placing HMA, apply a tack coat in 1 application at the minimum residual rate shown in the following table for the condition of the underlying surface:

Tack Coat Application Rates for HMA

	Minimum residual rates (gal/sq yd)		
HMA over:	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion

New HMA (between layers)	0.02	0.03	0.02
Concrete pavement and existing asphalt concrete surfacing	0.03	0.04	0.03
Planed pavement	0.05	0.06	0.04

If a stress absorbing membrane interlayer as specified in section 37-2.06 is applied, the tack coat application rates for new HMA apply.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume under section 9-1.02 or use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

Apply a tack coat to vertical surfaces with a residual rate that will thoroughly coat the vertical face without running off.

If authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
 - 2.1. No dust, dirt, or extraneous material is present
 - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not allow the tracking of tack coat onto pavement surfaces beyond the job site.

If you use an asphalt binder for tack coat, the asphalt binder temperature must be from 285 to 350 degrees F when applied.

Longitudinal Joints

Longitudinal joints in the top layer must match lane lines. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the lane line. Other longitudinal joint placement patterns are allowed if authorized.

If placing HMA against the edge of existing pavement, saw cut or grind the pavement straight and vertical along the joint and remove extraneous material.

Pavement Edge Treatments

Construct edge treatment on the HMA pavement as shown.

Where a tapered edge is required, use the same type of HMA used for the adjacent lane or shoulder.

The edge of roadway where the tapered edge is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade the areas to receive the tapered edge as required.

The tapered edge must be placed monolithic with the adjacent lane or shoulder and must be shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be accomplished by constraining the HMA to reduce the cross-sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transitioning to crossroads, driveways, and obstructions.

For the tapered edge, the angle of the slope must not deviate by more than ± 5 degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

If paving is done in multiple lifts, the tapered edge must be placed with each lift.

Short sections of hand work are allowed to construct tapered edge transitions.

Compaction

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving.

Sequence of rolling operations and type of rollers used shall be at discretion of the Contractor. The speed of the roller shall, at all times, be sufficiently slow to avoid displacement of the hot mixture and be effective in compaction. Any displacement occurring as a result of reversing direction of the roller, or from any other cause, shall be corrected at once.

Sufficient rollers shall be furnished to handle the output of the plant. Rolling shall continue until the surface is of uniform texture, true to grade and cross section, and the required field density is obtained.

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not open new HMA pavement to traffic until its mid depth temperature is below 160 degrees F.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures are taken in the shade.

Any HMA that becomes loose and broken, mixed with dirt, contains check-cracking, or in any way defective shall be removed and replaced with fresh hot mixture and immediately compacted to conform to the surrounding area. This work shall be done at the Contractor's expense. Skin patching shall not be allowed.

Areas of segregation in the surface course, as determined by the Engineer, shall be removed and replaced at the Contractor's expense. The area shall be removed by saw cutting and milling a minimum of 2 inches deep. The area to be removed and replaced shall be a minimum width of the paver and a minimum of 10 feet long.

ASPHALT PRODUCTION START-UP PROCEDURES (CONTROL STRIP):

An asphalt concrete control strip shall be constructed prior to the start of production asphalt paving to correlate the nuclear gauge(s) to obtained asphalt core densities and confirm compliance with project specifications. Note, if nuclear gauge correlation data from a previous job within the last year can be provided, showing the proposed nuclear gauge was calibrated to the project approved HMA mix design, the County may waive the start-up procedures (control strip) requirement.

The amount of HMA shall be sufficient to construct a test section 300 feet long and 24 feet wide, at minimum, placed in two lanes, with a longitudinal cold joint, and shall be of the same depth specified for the construction of the course which it represents. A cold joint for this test section is an exposed construction joint at least 4 hours old or whose mat has cooled to less than 160° F. The cold joint must be constructed

using the same procedure that will be used during production. The underlying grade or pavement structure upon which the test section is to be constructed shall be the same as the remainder of the course represented by the test section. Construct the control strip using asphalt concrete mix production, lay-down, and compaction procedures intended for the entire mix production.

Nuclear density gauge readings shall be taken behind each roller pass at final compaction to determine the roller pattern necessary to achieve required density.

Cores of the compacted HMA control strip shall be obtained to correlate the nuclear gauge(s) to the HMA mix using the following procedure:

1. Establish a minimum of 5 random test site locations after placement and compaction of the control strip.
2. Determine in-place density of the asphalt using the nuclear gauge and obtain a set of two cores (4" or 6" diameter) from within the outlined test position of the nuclear gauge for each of the 5 test site locations (CT 375).
3. Determine average core density for each test site location (CT 308 or AASHTO T275, Method A).
4. Determine the gauge correlation factor for each test site by subtracting the average nuclear density from the average core density for each test location.
5. Compute the average correlation factor for all the test site locations and compute the standard deviation. If any correlation value varies from the average correlation value by more than two standard deviations at the 95% confidence level, consider this correlation value statistically invalid and exclude it from the data.
6. Determine the final correlation factor by averaging the valid correlation factors.

Note, a correlation factor must be developed for each nuclear gauge used on the project. The obtained correlation factor shall remain with the gauge and be applied to all compaction testing results for the duration of the project. A new correlation factor shall be established whenever there is a change in lift thickness of 0.5" or more, underlying material, material source, mix design, or recalibration of the nuclear density gauge.

HMA MATERIAL ACCEPTANCE AND TESTING (QA):

Unless otherwise specified, all acceptance sampling and testing necessary to determine conformance with the requirements specified in this section will be performed by the Engineer at no cost to the Contractor except that coring, as required in Section B below, shall be completed and paid for by the Contractor, if required. Refer to Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance Testing*.

A standard **Lot shall be equal to one day's production**. Measurement in tons shall be the U.S. ton (short ton) which is equal to 2000 lbs. Where more than one plant is simultaneously producing HMA for the job, the lot sizes shall apply separately for each plant. Each **Lot** shall be divided into **four (4) Sublots** of approximately equal size for compaction testing using nuclear gauge.

A. Hot Mix Asphalt

Plant-produced HMA will be tested for asphalt content (CT 382 or AASHTO T308) and theoretical maximum density (CT 309 or AASHTO T209) **per Lot (one test per day of HMA production)**. Sampling shall be from a random location from the windrow or loose mat behind paver per CT 125. Frequencies of testing shall be per Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*.

Coldfeed will be sampled **per Lot (one test per day of HMA production)** from the batch plant during HMA production for sieve analysis. If RAP is part of the JMF, RAP will be collected concurrently with the coldfeed at the batch plant for sieve analysis and the gradation shall be combined. Coordinate sampling

with the batch plant to obtain coldfeed / RAP samples that correspond to field sampled HMA tonnage. Frequencies of testing is provided in Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*.

B. In-Place HMA

HMA placed in the field shall be tested for in-place density (relative compaction) on a **Sublot** basis.

Testing locations for in-place density shall be on a random basis with frequencies per Appendix A, Table 1, *Eastside Lane Rehabilitation Project Phase 2, Schedule of Minimum Sampling and Testing for Acceptance*:

- Perform in-place density and relative compaction using a calibrated nuclear gauge at a minimum rate of **10 tests per 500 tons of HMA placed**.

Reporting of results for in-place density shall include all test results obtained in the field. **Each test result obtained shall identify the corresponding Sublot and Lot. An average in-place density shall be provided for each Sublot.**

Relative compaction shall be calculated from the peak density obtained from the nuclear gauge during compaction divided by the Theoretical Maximum Density obtained from that day's production (CT 309 or AASHTO T209). **Relative compaction shall be 91 to 97 percent of the Lot theoretical maximum density.** Note, relative compaction percentages will be revised to match the approved mix design as necessary.

If relative compaction results obtained with the nuclear density gauge do not meet 91 to 97 percent relative compaction based on average compaction per lot, asphalt concrete cores shall be obtained at the contractor's expense to determine in-place bulk density. Three cores shall be obtained per 500 tons of asphalt placed. If the percent of theoretical maximum density using the cores does not comply with average relative compaction specifications per Lot, the Engineer may accept the HMA and take a payment deduction as shown in the following table:

Reduced Payment Factors for Percent of Maximum Theoretical Density

HMA percent of maximum theoretical density	Reduced payment factor	HMA percent of maximum theoretical density	Reduced payment factor
91.0	0.0000	97.0	0.0000
90.9	0.0125	97.1	0.0125
90.8	0.0250	97.2	0.0250
90.7	0.0375	97.3	0.0375
90.6	0.0500	97.4	0.0500
90.5	0.0625	97.5	0.0625
90.4	0.0750	97.6	0.0750
90.3	0.0875	97.7	0.0875
90.2	0.1000	97.8	0.1000
90.1	0.1125	97.9	0.1125
90.0	0.1250	98.0	0.1250
89.9	0.1375	98.1	0.1375
89.8	0.1500	98.2	0.1500
89.7	0.1625	98.3	0.1625
89.6	0.1750	98.4	0.1750
89.5	0.1875	98.5	0.1875
89.4	0.2000	98.6	0.2000
89.3	0.2125	98.7	0.2125
89.2	0.2250	98.8	0.2250
89.1	0.2375	98.9	0.2375
89.0	0.2500	99.0	0.2500
<89.0	Remove and replace	>99.0	Remove and replace

HMA QUALITY CONTROL

Contractor Quality Control shall be performed for the project including inspection, sampling, and testing necessary to maintain process control and meet minimum testing requirements. An organizational list of personnel with associated responsibilities and relevant certifications and relevant Laboratory certifications shall be provided prior to construction. An action plan shall be developed to correct situations when deviations from required specifications occur.

Except for smoothness, if 2 consecutive QC test results or any 3 QC test results for 1 day's production do not comply with the materials specifications:

1. Stop HMA production
2. Notify the Engineer
3. Take corrective action
4. Demonstrate compliance with the specifications before resuming production and placement

For QC tests performed under AASHTO T 27 OR CTM 202, results are considered 1 QC test regardless of number of sieves out of compliance.

PAYMENT

Payment for TACK COAT is included in the payment for 3” HOT MIX ASPHALT.

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity.

The payment quantity for 3” HOT MIX ASPHALT is measured based on the combined mixture weight. Payment will be made only for HMA material actually used. If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total virgin asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the first batch and after weighing the last batch.
4. Time, date, mix number, load number and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weigh master and submitted.

The payment quantity for 3" HOT MIX ASPHALT is measured based on the combined mixture weight (TONS) of material actually used based on batch weights or truck scale weights with a licensed Weighmaster's Certificate, as stated above. Time, date, mix number, load number, and truck identification must be provided on each load ticket.

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

Full compensation for the Quality Control is included in the contract prices paid per ton for HMA as designated in the bid schedule and no additional compensation will be allowed therefor.

Full compensation for the performing and submitting mix designs and for Contractor sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract price paid per ton for HMA as designated in the Bid Schedule and no additional compensation shall be allowed therefor.

Full compensation for reclaimed asphalt pavement, if applicable, is included in the contact price paid per ton for HMA as designated in the Bid Schedule and not compensation shall be allowed therefor.

61. CULVERT AND DRAINAGE PIPE JOINTS

All work performed in connection with CULVERT AND DRAINAGE PIPE JOINTS shall conform to the provisions in Section 61, "Culvert and Drainage Pipe Joints" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

Specifications for constructing joint systems and couplers for culverts and drainage pipes.

Joint systems and couplers for culverts and drainage pipes are classified as standard, positive, or downdrain.

SUBMITTALS

Submit a certificate of compliance for each classification of joint systems and couplers.

PERFORMANCE SPECIFICATIONS

Joint systems or couplers must:

1. Perform their intended function
2. Possess durability equivalent to that of the pipe
3. Comply with the quality characteristics shown in the following table:

Joint Classification Requirements

Quality characteristic	Requirement		
	Standard	Positive ^a	Downdrain ^b
Shear strength (min, %)	2	5	5
Moment strength (min, %)	0	15	15
Tensile strength			
6"-42" dia ^c (min, lb)	0	0	5,000
45"-84" dia ^c (min, lb)	0	0	10,000
Joint overlap ^d			
Integral			
12" and smaller dia ^e (min, in)	1/4	1/2	--
15"-33" dia ^e (min, in)	1/2	3/4	--
36" and larger dia ^e (min, in)	3/4	1	--
Sleeve width (min, in)	10-1/2	10-1/2	10-1/2
Watertightness	Where described	Where described	Required

^aPositive joints must comply with either (1) shear strength, moment strength, and joint overlap-sleeve properties, or (2) shear strength and joint overlap-integral characteristics.

^bJoints for downdrains have at least the specified values when tested with joints sealed to comply with the watertightness requirement.

^cLimits for corrugated metal pipe arch depend upon the equivalent diameter of circular pipe under AASHTO M 36 for corrugated steel pipe and AASHTO M 196 for corrugated aluminum pipe.

^dJoints designed to comply with required values by means other than joint overlap as shown in the table may be used if authorized.

^eInside diameter of circular pipes or inside horizontal dimension of oval or arch pipes.

Storm drains, side storm drains, and fittings must be open, clean, and free draining upon final completion of the work.

MATERIALS

Resilient joint material must be a neoprene expanded rubber or sheet rubber gasket, "O" ring rubber gasket, butyl rubber base joint sealant, or other authorized resilient material.

All joints, including any connection, must be capable of transferring the required shear across the joint.

Watertightness must be attained by use of an authorized durable, high-quality, resilient joint material designed to perform the intended function.

PAYMENT

Full compensation for culvert and drainage pipe joints shall be included in the price for bid item 24"x35" ARCH CSP CULVERT REPLACEMENT, 36" CSP CULVERT REPLACEMENT AND EXTEND EXISTING 18" CMP, paid by the LINEAR FOOT (LF) and no separate payment will be made therefor.

CONCRETE BACKFILL FOR PIPE TRENCHES

Specifications for placing concrete backfill in pipe trenches

SUBMITTAL

Concrete mix design

MATERIALS

Concrete backfill must comply with the specifications for minor concrete, except the concrete must contain at least 380 pounds of cementitious material per cubic yard.

CONSTRUCTION

Place concrete backfill in the trench against undisturbed material at the sides and bottom of the trench in a way that prevents (1) floating or shifting of the pipe and (2) voids or segregation of the concrete. Immediately remove foreign material that falls into the trench before or during placement of the concrete. Construct and compact earth plugs at the ends of the planned concrete backfill to contain the concrete within the trench where necessary.

Wherever minor concrete is used, do not place materials on top of the concrete backfill within 8 hours of placing the concrete backfill.

Consolidate concrete backfill using high-frequency internal vibrators.

If HMA is to be placed directly on the concrete backfill, broom the surface with a heavy broom to produce a uniform rough surface.

PAYMENT

Full compensation for concrete backfill for pipe trenches, if used by the contractor, shall be included in the price for bid items 24"x35" ARCH CSP CULVERT REPLACEMENT, 36" CSP CULVERT REPLACEMENT AND EXTEND EXISTING 18" CMP, paid by the LINEAR FOOT (LF) and no separate payment will be made therefor.

66. CORRUGATED METAL PIPE

All work performed and materials in connection with CORRUGATED METAL PIPE shall conform to the provisions in Section 66, "Corrugated Metal Pipe" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

Excavation, backfill, and shaped bedding must comply with Section 19.

SUBMITTALS

Provide manufacturer's specification/product information.

Submit a certificate of compliance for:

1. Corrugated steel materials
2. Corrugated aluminum materials

Buy America Certifications are required for all steel materials.

MATERIALS

Corrugated metal pipe must be corrugated aluminum pipe or corrugated steel pipe as described. Do not mix aluminum and steel materials in any installation, except coupling band fastening hardware.

Ship, handle, and lay corrugated metal materials in a way that prevents bruising, scaling, or breaking of the galvanized surface, aluminized surface, or protective coating.

Dimensions and Thickness

Dimensions and thicknesses shown are nominal and must comply with AASHTO M 36 for corrugated steel pipe and AASHTO M 196 for corrugated aluminum pipe.

The nominal sheet thickness for corrugated metal pipe must be equal to or greater than the nominal thickness described.

Lapped longitudinal seams of riveted pipe arches must be placed in the top arch and must be staggered so as to alternate on each side of the center of the top arch at least 3 inches.

Coupling Bands

The metal bands must be corrugated, dimpled, or otherwise formed in a way that will effectively engage the corrugations of the pipe ends.

Coupling bands for corrugated steel pipe must comply with AASHTO M 36. Coupling bands for corrugated aluminum pipe must comply with AASHTO M 196.

If channel or wing channel coupling bands are used, the interior bend radii of the pipe flange and the channel must be at least the thickness of the metal of which they are formed

CORRUGATED STEEL PIPE

Corrugated steel materials must comply with AASHTO M 36 and be fabricated from either zinc-coated steel sheet or aluminum-coated steel sheet as shown.

Zinc-coated steel sheet must comply with AASHTO M 218, except the coating weight is determined under ASTM A123/A123M and A153/A153M.

Aluminum-coated steel sheet must comply with AASHTO M 274.

Fabrication

Corrugated steel pipe must be fabricated by one of the following methods:

1. Riveting
2. Helically corrugated steel pipe with a continuous helical lock seam
3. Continuous helical welded seam paralleling the corrugation

Pipes fabricated from 0.050-inch-thick sheets must be helically corrugated steel pipe with a continuous helical lock seam or a continuous helical welded seam.

Annular corrugated steel pipe must be fabricated from sheets having either 2-2/3-by-1/2-inch or 3-by-1-inch corrugations.

Damaged Galvanizing

Repair damaged galvanized surfaces under section 75-1.02B.

If you burn the galvanized surfaces by welding, thoroughly clean all the surfaces of the welded connections by wire brushing and remove all traces of the welding flux and loose or cracked galvanizing before repair.

Repair damaged galvanized surfaces as follows:

1. Clean by thoroughly wire brushing damaged areas and removing loose and cracked coating.
2. Paint cleaned areas with 2 applications of organic zinc-rich primer. Do not use aerosol cans.

CONSTRUCTION

Excavate a pipe trench to the lines and grades established by the Engineer. Grade and prepare the trench bottom to provide a firm and uniform bearing throughout the entire pipe length.

Lay annular corrugated pipe in a trench with:

1. Outside laps of circumferential joints upgrade
2. Longitudinal laps positioned other than in the invert
3. Separate sections spaced not more than 1-1/2 inches apart and then firmly joined together

Lay helical corrugated pipe in a trench with separate sections spaced not more than 1-1/2 inches apart and then firmly joined together with corrugations in alignment.

Corrugations or projections on the coupler must properly engage the corrugations of the pipe section before bolts are tightened.

Connect new corrugated metal pipe to new or existing drainage facilities as shown.

Wherever pipes are connected to inlet and outlet structures, place the ends of the pipes flush or cut them off flush with the structure face.

PAYMENT

The payment quantity for corrugated metal pipe is the length measured along the centerline of the pipe and parallel with the slope line. The payment quantity includes the length of pipe joint systems, couplers, reducers, bends, wyes, tees, and other branches to the point of intersection. Pipe reducers are paid for as pipe of the larger diameter connected to the reducer.

If pipes are cut to fit a structure or slope, the payment quantity is the length of pipe necessary to be placed before cutting, measured in 2-foot increments.

The contract unit price paid for 24"x35" ARCH CSP CULVERT REPLACEMENT, 36" CSP CULVERT REPLACEMENT, AND EXTEND EXISTING 18" CMP shall be per the LINEAR FOOT (LF) and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including structure excavation / backfilling, concrete, compaction, slope grading/compaction, joining, and repairing, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

70. MISCELLANEOUS DRAINAGE FACILITIES

All work performed in connection with MISCELLANEOUS DRAINAGE FACILITIES shall conform to the provisions in Section 70, "Miscellaneous Drainage Facilities" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

Excavation and backfill for miscellaneous drainage facilities must comply with Section 19.

METAL FLARED END SECTIONS

Metal flared end sections must be prefabricated steel or aluminum sections.

Prefabricated steel flared end sections must comply with AASHTO M 36 and AASHTO M 218.

Prefabricated aluminum flared end sections must comply with AASHTO M 196 and AASHTO M 197.

SUBMITTALS

Certificate of Compliance and Buy America Certifications are required.

PAYMENT

Payment for FLARED END SECTION (36" CSP, 24" CSP, 18" CSP) shall be per EACH (EA) end section installed and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved including grading, backfilling, compaction, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

78. SURVEY MONUMENTS

All work performed in connection with SURVEY MONUMENTS shall conform to the provisions in Section 78, "Incidental Construction" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

GENERAL

Notify the Engineer at least 7 days before you construct a survey monument or adjust a monument cover to grade. Do not disturb a survey monument without authorization.

Work performed on existing monuments must comply with section 15. Existing survey monuments shall be replaced pursuant to the requirements of State of California Streets and Highways Code Sections 732.5, 1492.5, and 1810.5 and Business and Professions Code Section 8771. All survey monuments shall be set by a register Land Surveyor.

MATERIALS

Concrete must be minor concrete with a maximum 1-inch aggregate.

The frames and covers must be fabricated from cast steel or gray cast iron.

The frames, covers, and hardware must comply with section 55.

The covers must fit into the frames without rocking.

Granular material must be gravel, crushed gravel, crushed rock, or any combination of these and must not exceed 1-1/2 inches in greatest dimension.

CONSTRUCTION

You may cast the monuments in place in neat holes without the use of forms unless forms are shown.

Thoroughly consolidate the concrete and cure it by the water method.

Locate the monument such that the point being referenced falls within 1/2 inch from the center of the disk when the disk is placed in the center of the monument.

Place the survey marker disk before the concrete reaches its initial set. Firmly embed the disk in the concrete. If base and surfacing are not shown around a monument, fill any space around it with earth. Water and tamp the earth into place.

Unless the surplus excavated material is hazardous, uniformly spread it along the adjacent roadway where designated by the Engineer.

PAYMENT

The contract price paid EACH (EA) for "REPLACE EXISTING SURVEY MONUMENT" shall include full compensation for construction of monument, all land surveying required, preparation/submittal/recording of Record of Survey or Corner Record as applicable, for doing all the work involved in removal of existing monuments, replacement of existing monuments, and for furnishing all labor, materials tools, equipment and incidentals, as shown on the Project plans, as specified in the CT Specifications and these Technical Specifications, and as directed by the Engineer.

82. SIGNS AND MARKERS

All work performed in connection with SIGNS AND MARKERS shall conform to the provisions in Section 82, "Signs and Markers" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

Section includes general specifications for fabricating and installing sign panels and markers and constructing roadside signs.

Signs and markers must comply with the *California MUTCD*, *California Sign Specifications*, and the FHWA publication *Standard Highway Signs and Markings*.

SIGN PANELS

SUBMITTALS

Submit a manufacturer's specification sheet showing the proposed sign meets CA requirements and a certificate of compliance as applicable for:

1. Aluminum sheeting
2. Retroreflective sheeting
3. Color imaging methods and film
4. Protective-overlay film

MATERIALS

A sign panel must be produced at a fabrication plant.

The face of a fabricated sign must be uniform, flat, smooth, and free from defects, scratches, chips, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of sign panels must not have bends, router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over-spray, or aluminum marks.

Protect, transport, and store sign panels fabricated with screened-process colors under the retroreflective sheeting manufacturer's instructions.

Transport sign panels such that the faces of the panels are protected from damage and weather. Ship panels on pallets, in crates, or in tier racks. Ship panels vertically on edge, not stacked horizontally. Place padding and protective materials between the panels as necessary. Keep panels dry during transit.

Do not store sign panels directly on the ground. Keep sign panels dry at all times and store the panels:

1. In a dry environment
2. On edge vertically whether indoors or outdoors
3. In enclosed, climate-controlled trailers or containers in areas of high heat and humidity
4. Indoors whenever the panels will be stored more than 30 days

Aluminum Sheeting

A sign panel must be fabricated from aluminum sheeting of an alloy and temper complying with ASTM B209.

The aluminum sheeting must be pretreated for corrosion resistance as specified in ASTM B449. The surface of the sheeting must be cleaned, deoxidized, and coated with a light, tightly-adherent chromate conversion coating free from powdery residue. The conversion coating must be Class 2 with a weight from 10 to 35 mg/sq ft and an average weight of 25 mg/sq ft. After the cleaning and coating process, the aluminum sheeting must be protected from exposure to grease, oils, dust, and contaminants.

The aluminum sheeting must be free from buckles, warps, dents, cockles, burrs, and other defects resulting from fabrication.

The base plate for standard route markers must be die cut.

Retroreflective Sheeting

Retroreflective sheeting used for the background and legend must comply with ASTM D4956-13 and must be on the Authorized Material List for signing and delineation materials.

Retroreflective sheeting must be Type XI, except for white background signs, it must be Type VIII or IX.

Warning sign plaques and panels must be retroreflective fluorescent orange or fluorescent yellow background.

Type VIII, IX, and XI retroreflective sheeting must have Class 1, 3, or 4 adhesive backing. Adhesive backing must be pressure sensitive and fungus resistant.

Retroreflective sheeting must be applied to sign panels at the fabrication plant under the retroreflective sheeting manufacturer's instructions without appreciable stretching, tearing, or other damage.

Orientation of the legend must comply with the retroreflective sheeting manufacturer's instructions.

Retroreflective sheeting on a sign panel with a minor dimension of 48 inches or less must be a single, contiguous sheet without splices except for the splices produced during the manufacture of the retroreflective sheeting. Sign panel with a minor dimension greater than 48 inches may have 1 horizontal splice in the retroreflective sheeting other than the splices produced during the manufacture of the retroreflective sheeting.

Unless the retroreflective sheeting manufacturer's instructions require a different method, splices in the retroreflective sheeting must overlap by at least 1 inch. The retroreflective sheeting on either side of a splice must not exhibit a color difference under incident and reflected light.

Color Imaging Methods and Film

The material used for color imaging methods, film, and protective-overlay must be recommended by the retroreflective sheeting manufacturer.

Colored retroreflective sheeting must be used for the background.

Signs with green, red, blue, or brown backgrounds may use reverse-screened-process color on white retroreflective sheeting for the background color. The coefficient of retroreflection must be at least 70 percent of the coefficient of retroreflection specified in ASTM D4956 for the corresponding color of retroreflective sheeting.

The sign must have outdoor weatherability characteristics equivalent to those specified for the corresponding color of retroreflective sheeting in ASTM D4956.

Single-Sheet Aluminum Panels

The aluminum sheeting for framed and unframed panels must be aluminum alloy 6061-T6 or 5052-H38.

A single-sheet aluminum panel must not have a vertical splice in the aluminum sheeting. A panel with a depth greater than 48 inches may have 1 horizontal splice in the sheeting.

For a framed panel, the framing members must be aluminum channel or rectangular aluminum tubing. The lengths of the framing members must be within $\pm 1/8$ inch of the lengths shown.

Aluminum channels or rectangular aluminum tubing must be welded together using the inert gas-shielded arc welding process and E4043 aluminum-electrode filler wires. The filler diameter must be equal to the wall thickness of the smallest welded channel or tubing.

The aluminum sheeting must be attached to the frame with 3/16-inch-diameter rivets. The rivets must be placed at least 1/2 inch from the web channel edges. The rivets must be made of aluminum alloy 5052 and be anodized or treated with a conversion coating to prevent corrosion.

A fabricated single-sheet, aluminum panel must be within $\pm 1/8$ inch of the dimensions shown. The panel must be flat to within $\pm 1/32$ in/ft of the panel dimensions as measured by a straightedge placed in any direction across the plane of the panel.

CONSTRUCTION

Deliver sign panels to the job site with the background and legend permanently affixed to the panels.

Do not chip or bend sign panels.

Immediately replace sign panels exhibiting damage or flaws, including a significant color difference between daytime and nighttime.

Obtain authorization before repairing sign panels at the job site.

Use the following hardware to mount the type of sign panel shown:

1. Lag screws, nuts, bolts, and washers for roadside signs
2. Braces and wood block spacers for roadside signs
3. Type A-1 and Type A-2 mounting hardware for overhead laminated-panel signs
4. Type A-3 mounting hardware for overhead formed-panel signs

82-3 ROADSIDE SIGNS

Roadside signs include Type N (CA), Type P (CA), and Type R (CA) marker panels.

MATERIALS

A roadside sign includes sign panels, fastening hardware, back braces, straps and saddle brackets, and frame assemblies for multiple sign panels.

Metal Posts

A mounting for a roadside sign to be installed on a barrier or railing must be fabricated from (1) welded or seamless steel pipe complying with ASTM A53/A53M, Grade B, and (2) structural steel complying with ASTM A36/A36M.

Bolted connections must comply with section 56-2.02D. Concrete anchorage devices must comply with section 75-3.

After fabrication, all metal parts for mounting a roadside sign must be galvanized under section 75-1.02B.

Wide-flange metal posts must be fabricated from structural steel complying with ASTM A36/A36M. Nuts, bolts, and washers for the breakaway connections of a wide-flange steel post must comply with ASTM A325.

Perforated square steel tube posts and square steel anchor sleeves must:

1. Be fabricated from galvanized hot rolled steel complying with ASTM 1011 Grade 50 and galvanized under ASTM 653 G-90
2. Have a minimum 60 ksi yield strength after cold forming
3. Have zinc coated corner welds. Corner welds must be scarfed and then a conversion coating and clear organic polymer topcoat must be applied

Perforated square steel tube post must have 7/16-inch diameter holes or punch-outs 1-inch on center on all four sides.

Concrete for a steel tube post foundation must be minor concrete that contains at least 470 pounds of cementitious material per cubic yard.

Sign Panel Fastening and Mounting Hardware

Frame assemblies for multiple sign installations must be fabricated from an aluminum alloy or structural steel complying with ASTM A36/A36M. Frames fabricated from structural steel must be hot-dip galvanized after fabrication.

Back braces for a sign must be made of commercial-quality, mild steel and hot-dip galvanized after fabrication.

Straps and saddle brackets for mounting sign panels on lighting standards, sign structure posts, and traffic signal standards must be stainless steel complying with ASTM A167, Type 302B. Theft-proof bolts must be stainless steel with a chromium content of at least 17 percent and a nickel content of at least 8 percent.

Bolts, except theft-proof bolts, lag screws, metal washers, and nuts must be made of commercial-quality steel and hot-dip galvanized after fabrication. Fiber washers must be commercial quality.

Galvanizing must comply with section 75-1.02B.

Sign panel drive rivets must be galvanized steel or aluminum.

Square steel tube post drive rivets must be galvanized steel.

SUBMITTALS

Submit Certificates of Compliance for metal sign-posts; Buy America requirements apply.

CONSTRUCTION

The line between the center of the top of a post and the center of the post at ground level must not deviate from a plumb line by more than 0.02 foot in 10 feet.

Backfill the space around metal posts with minor concrete that contains at least 470 pounds of cementitious material per cubic yard.

Unless surplus excavated material is hazardous, uniformly spread it along the adjacent roadway where designated by the Engineer.

The Engineer will reject damaged signs, defective signs, and signs with spelling errors before or after installation.

PAYMENT

Payment for roadside signs INSTALL STEEL POST SIGN (REUSE EXISTING SIGN PANEL) AND INSTALL STEEL POST SIGN (NEW SIGN PANEL) shall be per EACH (EA) sign installed, including double signs, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

84. MARKINGS

All work performed in connection with MARKINGS shall conform to the provisions in Section 84, "Markings" of the 2023 Caltrans Standard Specifications and these Technical Specifications.

This work shall consist of application and construction of painted pavement striping and markings including applying paint and glass beads. Equipment, mixing, surface preparation, application, and tolerances for furnishing and applying traffic striping and pavement markings shall conform to Section 84, "Markings" of the CT Specifications and these Technical Specifications.

84-2 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Traffic stripes and pavement markings must comply with ASTM D6628 for daytime and nighttime color.

DEFINITIONS

pavement marking: Transverse marking such as (1) a limit line, (2) a stop line, or (3) a word, symbol, shoulder, parking stall, or railroad-grade-crossing marking.

traffic stripe: Longitudinal centerline or lane line used for separating traffic lanes in the same direction of travel or in the opposing direction of travel or a longitudinal edge line marking the edge of the traveled way or the edge of a lane at a gore area separating traffic at an exit or entrance ramp. A traffic stripe is shown as a traffic line.

SUBMITTALS

Submit manufacturers specification sheet for approval prior to the start of work.

For each lot or batch of paint or glass beads, submit a certificate of compliance prior to placement. Certificate of compliance shall include product name, lot or batch number, manufacturer date, and SDS.

For glass beads used in drop-on applications and in thermoplastic formulations, submit a certificate of compliance and test results for each lot of beads specifying the EPA test methods used and tracing the lot to the specific test sample. The testing for lead and arsenic content must be performed by an independent testing laboratory.

Submit retroreflectivity readings for traffic stripes and pavement markings at locations with deficient retroreflectivity determined by the Engineer.

QUALITY ASSURANCE

The Engineer will perform a nighttime, drive-through, visual inspection of the retroreflectivity of the traffic stripes and pavement markings and notify you of any locations with deficient retroreflectivity. Measure the retroreflectivity of the deficient areas using a retroreflectometer under ASTM E1710 and the sampling protocol specified in ASTM D7585.

Any markings installed by the Contractor that the Engineer has not pre-approved, and that the Engineer determines are installed improperly or in the wrong locations, shall be removed and replaced to the

satisfaction of the Engineer at the Contractor’s sole expense.

MATERIALS

Traffic stripes and pavement markings must be retroreflective. Within 30 days of applying traffic stripes and pavement markings, the retroreflectivity of the stripes and markings must be a minimum of 250 mcd·m⁻²·lx⁻¹ for white and 125 mcd·m⁻²·lx⁻¹ for yellow when measured under ASTM E1710.

Glass Beads

Each lot of glass beads must comply with EPA Test Method 3052 and 6010B or 6010C. Glass beads must contain less than 200 ppm each of arsenic and lead.

Type 1 glass beads must comply with AASHTO M 247.

Type 2 glass beads must comply with AASHTO M 247. At least 75 percent of the beads by count must be true spheres that are colorless and do not exhibit dark spots, air inclusions, or surface scratches when viewed under 20X magnification.

High-performance glass beads must be on the Authorized Material List for high-performance glass beads.

Large-gradation glass beads must be on the Authorized Material List for two component traffic paint.

Glass beads for methyl methacrylate must be on the Authorized Material List for methyl methacrylate traffic striping and pavement marking.

Glass beads for paint must comply with State Specification 8010-004, or as approved by the Engineer.

Glass beads must be surface treated, according to the bead and the material manufacturer's instructions, to promote adhesion with the specified material.

Paint

The paint for traffic stripes and pavement markings must comply with the specifications for the paint type and color shown in following table or as approved by the Engineer:

Paint Specifications

Paint type	Color	Specification
Waterborne traffic line	White, yellow, and black	State Specification PTWB-01R2
Acetone-based	White, yellow, and black	State Specification PT-150VOC(A)
Waterborne traffic line for the international symbol of accessibility and other curb markings	Blue, red, and green	Federal Specification TT-P-1952E

The color of painted traffic stripes and pavement markings must comply with ASTM D6628.

CONSTRUCTION

Establish the alignment for traffic stripes and the layouts for pavement markings with a device or method that will not conflict with other traffic control devices.

Protect existing retroreflective pavement markers during work activities.

Remove existing pavement markers that are coated or damaged by work activities and replace with an equivalent marker on the Authorized Material List for signing and delineation materials.

A completed traffic stripe must:

1. Have clean, well-defined edges without running or deformation
2. Be uniform
3. Be straight on a tangent alignment and on a true arc on a curved alignment

A completed traffic stripe must:

1. Be straight on a tangent alignment
2. Be a true arc on a curved alignment
3. Not deviate from the width shown by more than:
 - 3.1. 1/4 inch on a tangent alignment
 - 3.2. 1/2 inch on a curved alignment

The length of the gaps and individual stripes that form a broken traffic stripe must not deviate by more than 2 inches from the lengths shown. The gaps and stripes must be uniform throughout the entire length of each section of broken traffic stripe so that a normal striping machine can repeat the pattern and superimpose successive coats on the applied traffic stripe.

A completed pavement marking must have well-defined edges without running or deformation.

Protect newly placed traffic stripes and pavement markings from traffic and other deleterious activities until the paint is thoroughly dry.

Protect newly placed traffic stripes and pavement markings from traffic and work activities until the traffic stripes and pavement markings are dry or hard enough to bear traffic.

All traffic striping and pavement markings damaged by the Contractor's operations shall be replaced in kind.

Surface Preparation

Use mechanical wire brushing to remove dirt, contaminants, and loose material from the pavement surface that is to receive the traffic stripe or pavement marking.

Use abrasive blast cleaning to remove laitance and curing compound from the surface of new concrete pavement that is to receive the traffic stripe or pavement marking.

Application of Stripes and Markings

Apply paint for a pavement marking with a stencil or a preformed marking.

Immediately remove drips, overspray, improper markings, paint, and thermoplastic tracked by traffic, using an authorized method.

Apply a traffic stripe or a pavement marking only to a dry surface during a period of favorable weather when the pavement surface is above 50 degrees F.

Apply traffic stripe or pavement marking and glass beads in a single pass. You may apply the glass beads by hand on pavement markings.

The glass beads must be embedded in the coat of paint or thermoplastic to a depth of 1/2 their diameters.

Distribute glass beads uniformly on traffic stripe and pavement markings. Glass beads with integral color must match the color of the stripe or pavement marking. Apply glass beads with two separate applicator guns when two gradations are specified.

Allow enough overlap distance between new and existing striping patterns to ensure continuity at the start and end of the transition.

The retroreflectivity of applied traffic stripes and pavement markings must comply with the requirements shown in the following table:

Retroreflectivity Requirements

Traffic stripe material	White (min, mcd·m-2·lx-1)	Yellow (min, mcd·m-2·lx-1)
Paint	250	125
Thermoplastic	250	125
Thermoplastic with wet night enhanced visibility	700	500
Two component	250	125
Methyl methacrylate	500	300
Tape	700	500

Paint

Do not apply paint if:

1. Fresh paint could become damaged by rain, fog, or condensation
2. Atmospheric temperature could drop below 50 degrees F during the drying period

Do not thin paint.

Use mechanical means to paint traffic stripes and pavement markings and to apply glass beads for traffic stripes.

The striping machine must be capable of superimposing successive coats of paint on the 1st coat and on existing stripes at a minimum speed of 5 mph.

Where the configuration or location of a traffic stripe is such that the use of a striping machine is not practicable, you may apply the traffic paint and glass beads by other methods and equipment if authorized.

Apply traffic stripes and pavement markings in 1 coat on existing pavement surfaces, at an approximate rate of 107 sq ft/gal.

Apply traffic stripes and pavement markings in 2 coats on a new pavement surface. The 1st coat of paint must be dry before applying the 2nd coat.

Apply 2-coat paint at the approximate rate of 215 sq ft/gal for each coat.

Paint a 1-coat, 3-inch-wide black stripe between the two 6-inch-wide yellow stripes of a double traffic stripe. If the two 6-inch-wide yellow stripes are applied in 2 coats, apply the black stripe concurrently with the 2nd coat of the yellow stripes.

On 2-lane highways:

1. If the 1st coat of the centerline stripe is applied in the same direction as increasing post miles, use the right-hand spray gun of the 3 spray guns to apply a single yellow stripe
2. If the 1st coat of the centerline stripe is applied in the same direction as decreasing post miles, use the left-hand spray gun of the 3 spray guns to apply a single yellow stripe
3. Apply the 2nd coat of centerline striping in the opposite direction of the 1st coat

Apply glass beads at an approximate rate of 5 lb of beads per gallon of paint.

Verify the application rate of paint by stabbing the paint tank with a calibrated rod. If the striping machine has paint gauges, the Engineer may measure the volume of paint using the gauges instead of stabbing the paint tank with a calibrated rod.

PAYMENT

The contract unit price paid per each item included in this specification section shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved, complete in place, as shown on the plans or matching existing locations, as specified in the CT Specifications and these Technical Specifications and as directed by the Engineer.

The payment quantity for a traffic stripe is the length measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

A double traffic stripe consisting of two 6-inch-wide yellow stripes separated by a 3-inch-wide black stripe is measured as a single traffic stripe.

Payment quantity of CENTERLINE (PAINT) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe.

Payment quantity of 6" BIKE LANE LINE / RIGHT EDGELINE (PAINT) is the length (Linear Feet, LF) measured along the line of the traffic stripe without deductions for gaps in the broken traffic stripe along each side of the road.

Payment quantity of STOP BAR / LIMIT LINE (PAINT) will be measured by EACH (EA) painted line at the location designated on the plans.

Payment quantity of "STOP" (PAINT) marking will be measured by EACH (EA) marking painted at the location designated on the plans.

Payment quantity of "STOP AHEAD" MARKING (PAINT) will be measured by EACH (EA) marking (including both words) painted at the location designated on the plans.

Payment quantity of BIKE LANE SYMBOL WITHOUT PERSON MARKING (PAINT) will be measured by EACH (EA) marking painted at the location designated on the plans.

Payment quantity of BIKE LANE ARROW MARKING (PAINT) will be measured by EACH (EA) marking painted at the location designated on the plans.

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APPENDIX A

TABLE 1 SCHEDULE OF MINIMUM SAMPLING AND TESTING FOR ACCEPTANCE

TABLE 1
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
SCHEDULE OF MINIMUM SAMPLING AND TESTING FOR ACCEPTANCE
Project No. RPL-5947(065)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Aggregate Base Subbase Asphalt Grindings	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
	Sieve Analysis	CT 202	Minimum 1 per material/type	
	Sand Equivalent	CT 217		
	Durability Index	CT 229		
	R-Value	CT 301		
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231,	Minimum 1 test per 5000 square feet of work area	In-Place Compacted Aggregate
Structure Backfill Select Backfill	Sieve Analysis	CT 202	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade
Hot Mix Asphalt Asphalt Concrete	Sieve Analysis (Coldfeed, RAP)	CT 202 or AASHTO T27, AASHTO T11	Minimum 1 per Lot (Lot = 1 day's production or 2,000 tons, whichever is smaller)	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217 or AASHTO T176		
	Theoretical Maximum Specific Gravity and Density	CT 309 or AASHTO T209		Random Location per CT 125
	Asphalt Binder Content	CT 382 or AASHTO T308		
	HMA Moisture Content	CT 370 or AASHTO T329		
	*Gyratory Compactor and Air Voids	AASHTO T312 / T166	*Test Strip and every 4000 tons of HMA production or as directed by Engineer	Random Location per CT 125
	In-Place Density and Relative Compaction	ASTM D2950 or CT 375	Minimum of 10 test per 500 tons of HMA placed	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per project or as directed by engineer; No testing required unless directed by Engineer	At Batch Plant per CT 125
**Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 375, CT 308 or AASHTO T275	As directed by Engineer* (3 cores per 500 tons of HMA)	At randomly determined Project Location	

* Required with Superpave Mix Design only.

**Asphalt coring will be required if field compaction results using the nuclear gauge do not meet specification; Coring and laboratory testing (CT 375 and CT 308 or AASHTO T275) will be at contractor's expense.

AASHTO - American Association of State Highway and Transportation Officials

ASTM - American Society for Testing and Materials

CT - Caltrans Test Method

APPENDIX B

**CDFW 1602 STREAMBED ALTERATION AGREEMENT
(EPIMS-MOO-44253-R6)**

PROJECT REQUIREMENTS

EASTSIDE LANE REHABILITATION PROJECT PHASE 2

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD. SUITE C-220
ONTARIO CA, 91764



LAKE or STREAMBED ALTERATION AGREEMENT
LONE COMPANY IRRIGATION DITCH

MONO COUNTY
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
EPIMS-MOO-44253-R6

This Lake or Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mono County (Permittee), as represented by Chad Senior.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on February 15, 2024, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with the Agreement.

PROJECT LOCATION

The Project is located in the unincorporated community of Walker approximately 1.8 miles north of U.S Route 395, west of Cranney Lane, east of Eastside Road, and south of Larson Lane, in the County of Mono, State of California (Exhibit A). The waterway associated with this Project is Lone Company Irrigation Ditch. The two culverts in the Lone Company Irrigation Ditch are labeled as Culvert #6 located at Latitude 38.544564, Longitude -119.461341 and Culvert #9 located at Latitude 38.534896, Longitude -119.460571 (Exhibit B).

PROJECT DESCRIPTION

The Project includes the in-kind replacement of two existing corrugated metal pipe (CMP) 35"x24" arch pipe and 36" in diameter culverts on Lone Company Irrigation Ditch with new CMP culverts crossing Eastside Lane at two locations.

Each culvert will be excavated using one of the following methodologies: the existing pavement will be sawcut at the width of the trench (approx. 5' in width), each culvert will then be replaced in-kind, the pavement will be pulverized after the culvert is installed then the road will be paved over. Alternatively, the pavement will be pulverized at each culvert location first, then each

culvert will be replaced in-kind concurrently with the rehabilitation work prior to paving. The process for replacing the existing asphalt pavement will be Full Depth Reclamation. This process involves a grinder/pulverizing machine that will pulverize the existing pavement and base material to a depth of approximately 6 inches. This pulverized asphalt and base material is then used in-place to create a new base grade for new road asphalt.

The construction steps would be as follows for each culvert in-kind replacement: the existing asphalt concrete pavement above each culvert will be sawcut to the width of the trench (approx. 5 inches) and removed or pulverized for road rehabilitation. Dirt will be excavated on the top of the existing culvert using an excavator/backhoe. The existing culvert will then be removed, and metal shoring plates will be placed where the excavation is greater than 5 feet in depth using an excavator/backhoe. The trench will then be graded and compacted using a jumping jack or Rammax. No dirt material will be removed below the existing culvert. The new culvert will be lowered into position and a flared end section will be attached. The pipe bottom and sides of the culvert will be backfilled with fill material. The fill material will be placed in compacted lifts using an excavator/backhoe and a jumping jack. A Rammax, vibra-plate attachment, or a sheepsfoot roller could be used for compaction above the top of the culvert. When the trench is close to subgrade a vibratory roller will be used if the road rehabilitation is done at the same time as the culvert replacement. Alternately, a slurry concrete will be used to backfill the pipe to subgrade elevation instead of using compacted fill. This would involve shoring a portion of the culvert trench with plywood at either end to contain the slurry concrete, a concrete truck would pour in the slurry. Dirt compaction would occur with the use of a jumping jack at the slope locations. The flared end section would then be installed. Once the trench is filled with earthen material and compacted to grade (or slurry backfilled to grade), then the road will be graded to finish grade prior to placement of asphalt. This will be completed using a blade/grader, a sheepsfoot roller, and a smooth drum vibratory roller. The hot mix asphalt will be compacted with smooth drum vibratory rollers of varying size and a pneumatic-tired roller.

Both culverts convey flows of the Lone Company Irrigation Ditch under Eastside Lane, but the culvert replacements will be constructed under dry conditions. The disturbance area is limited to replacing the existing culverts in-kind and will not exceed the current CMP culvert's footprint (Exhibit C, Exhibit D). Equipment to be used includes an excavator, backhoe, Rammax, blade/grader, sheepsfoot roller, smooth drum vibratory roller, concrete truck, and jumping jack.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include: Morrison bumble bee (*Bombus morrisoni*), Carson Valley silverspot (*Speyeria nokomis carsonensis*), pallid bat (*Antrozous pallidus*), Yuma myotis (*Myotis yumanensis*), western small-footed myotis (*Myotis ciliolabrum*), long-eared myotis (*Myotis evotis*), Lahontan mountain sucker (*Catostomus lahontan*), silver-haired bat (*Lasionycteris noctivagans*), migratory and breeding birds and waterfowl, and all other fish and wildlife present in the Project area.

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of foraging, denning, burrowing, mating and nesting habitat from human presence, vibration, dust, and noise from construction activities; temporary disturbance to natural behaviors such as foraging, migrating, mating, denning, and nesting as a result of construction noise, vibration and human presence; abandonment and failure of nests as a result of construction noise, vibration and human presence and direct mortality through crushing by large equipment; permanent loss of foraging, denning and nesting habitat; and introduction or spread of non-native plants.

This Agreement authorizes approximately 0.005 acres of impacts to Lone Company Irrigation Ditch, an area subject to Fish and Game Code section 1602. The permanent impacts will result from the replacement of two CMP culverts. Approximately 0.005 acres will be permanently impacted in the Lone Company Irrigation Ditch as a result of vegetation disturbance and various ground disturbing activities such as excavation, grading, and compaction required for the replacement of two CMP culverts.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.5 Additional Project Impacts. Permittee shall submit to CDFW a request to amend this Agreement if any additional impacts to Fish and Game Code section 1602 resources not identified in this Agreement are anticipated. No additional impacts to Fish and Game Code section 1602 resources are authorized unless the impacts and/or activities are expressly authorized by CDFW by amendment to this Agreement.
- 1.6 Compliance with other Agencies. The Agreement does not relieve the Permittee of responsibility for compliance with applicable federal, state, or local laws, ordinances or grant conditions.
- 1.7 Take of Listed Species. The issuance of this Agreement does not authorize the take¹ of any state- or federally-listed threatened, endangered, or fully protected species. Take of any California Endangered Species Act (CESA) listed species is prohibited except as authorized by state law (Fish and G. Code § 2080 & 2085). Consequently, if a project, including project construction or any project related activity during the life of the Project,

¹ Take is defined as to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct.

results in take of CESA-listed species, CDFW recommends that the Permittee seek appropriate authorization prior to Project implementation.

- 1.8 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey), to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918, as amended (16 U.S.C. § 703 et seq.). The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.
- 1.9 Reporting of Violations. Permittee shall report any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 48 hours of the violation occurring.
- 1.10 Breeding Season Precautions. Permittee shall take all reasonable and practicable precautions to prevent disruption of the nesting and/or reproductive behavior of birds and other animals. Any vegetation disturbance or other potentially disruptive Project activities shall be conducted in such a way as to avoid disruption of bird/animal nesting and/or reproductive behavior. Appropriate precautions include, but are not limited to, pre-activity nesting surveys, adequate buffer areas around nest sites (e.g., as determined by a qualified biologist and based on the species and tolerance level of the animal, the nature of the activity, and the ambient conditions at the site), on-site biological monitors to observe whether bird/animal behavior is altered by Project activities and stop work as necessary, etc. This Agreement does not authorize Permittee to take birds or other animals or to destroy the nest or eggs of any bird at any time of year.
- 1.11 Work Area Boundary. Work area boundaries shall be delineated by posting signs, staking, flagging, erecting temporary fencing, or otherwise clearly marking to minimize surface and vegetation disturbance. No paint or permanent discoloring agents shall be applied to rocks or vegetation to indicate limits of survey or construction activity where any sensitive biological resources occur. All temporary fencing and flagging shall be removed at the conclusion of construction activities.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

Designated Biologist

- 2.1 Designated Biologist. No less than 30 calendar days prior to initiation of any Project activities (including construction and/or site preparation) Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of each biologist (Designated Biologist(s)) proposed to perform surveys, provide Worker Environment Awareness Training (WEAT) (Measure 2.5), and conduct monitoring

activities addressed by this Agreement. Permittee shall specify within these submittals which activities each Designated Biologist is being considered for, and clearly identify the qualifications and experience they possess to support the assignment. Permittee shall obtain CDFW approval of Designated Biologist(s) in writing before commencement of Project activities (including site preparation) and shall also obtain approval in advance in writing if a Designated Biologist must be changed.

- 2.1.1 Designated Biologist Qualifications. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, and collection and handling of the species known to or likely to occur on or near the Project and in Mono County. To be approved by CDFW, the proposed Designated Biologist shall at a minimum demonstrate professional work experience with: 1) the flora and fauna of Mono County; 2) identifying local and migratory bird species; 3) conducting bird surveys using appropriate survey methodology; 4) nesting surveying techniques; 5) recognizing breeding and nesting behaviors; 6) locating nests and breeding territories, and identifying nesting stages and nest success; 7) determining/establishing appropriate avoidance and minimization measures; 8) monitoring the efficacy of implemented avoidance and minimization measures; 9) implementing and monitoring Best Management Practices (BMPs); 10) monitoring active construction projects, and 11) implementing Lake or Streambed Alteration Agreement measures on construction projects.
- 2.2 Responsibility of the Designated Biologist. The Designated Biologist shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in clearing, grading, drilling, and/or other ground-disturbing activities. To ensure compliance with the measures of this Agreement, the Designated Biologist shall confirm and monitor the limits of Project activities addressed by this Agreement.
- 2.3 Weekly Status Report. The Designated Biologist shall be responsible for submitting a written weekly monitoring report to CDFW at the end of each week via e-mail to Graham Meese at Graham.Meese@Wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov when any ground disturbing activities, or active construction has occurred in that week. This report will be a brief e-mail status report including: 1) any special-status species or nesting birds encountered with associated coordinates, 2) what Project activities were completed that week, and 3) description and pictures of the Best Management Provisions (BMPs) implemented (see Measure 4.4).
- 2.4 Authority of Designated Biologist. To ensure compliance with the measures of this Agreement, the Designated Biologists shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) determines that the Project may have an adverse effect on any special-status species (threatened, endangered, candidate, species of special concern, etc.), they must halt construction and notify CDFW immediately (no more than 24 hours after observance) via e-mail to Graham.Meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov. Unless authorized by CDFW, the Designated Biologist(s) shall not have the authority to handle any special-status species (threatened, endangered, candidate, species of special concern, etc.).

- 2.5 Worker Environmental Awareness Training. Permittee shall conduct a Worker Environmental Awareness Training (WEAT) for all persons employed or otherwise working on the Project prior to performing any work on site. The WEAT shall consist of a presentation from a Designated Biologist that includes a discussion of the measures included in the Agreement and the special-status species that have potential to occur within the Project footprint, including a discussion of the distribution and habitat needs, legal protections for those species, penalties for violations and Project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on the Project site. Upon completion of the WEAT, employees shall sign a form stating they attended the WEAT and understand all protection measures. **The signed forms shall be submitted to CDFW prior to initiation of Project activities.** Copies of WEAT materials shall be maintained at the Project site for workers to reference as needed.

Pre-Activity Surveys

- 2.6 Special-Status Species Pre-Activity Surveys. The Designated Biologist shall survey the Project area for special-status species, and any habitat, dens, burrows, nests, etc. capable of supporting wildlife and/or a special-status species **no more than 7-days prior to the initiation of Project activities**. The Designated Biologist shall ensure that the methods used to locate, identify, map, avoid, and buffer individuals or habitat are appropriate and effective, including the surveyors attaining 100% visual coverage of the entirety of the potential impact areas, including all areas not previously surveyed, and an appropriate buffer surrounding those areas. If any special-status species (or sign of presence) is identified within an appropriate buffer distance determined by the Designated Biologist, Permittee shall plan to implement methods to avoid impacts to special-status species, including relocating or rescheduling Project activities. If impacts to non-listed special-status species cannot be avoided, Permittee shall submit species-specific minimization and mitigation measures to CDFW for review and approval.
- 2.7 General Wildlife – Out of Harm's Way. To avoid impact to any **non-listed** wildlife species, a Designated Biologist shall inspect the Project area prior to any Project activities. Any individuals found shall not be harassed and shall be allowed to leave the Project area unharmed. If needed, a Designated Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the Project area of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Designated Biologist shall release it into the most suitable habitat nearby the site of capture.
- 2.8 Nesting Birds. If Project activities are performed during nesting season, surveys to identify potential nesting sites shall be conducted no more than two (2) calendar days prior to initiating Project activities. Surveys shall include any potential habitat, including trees, shrubs, the ground, or nearby structures that might be impacted by Project activities that may cause nest destruction or abandonment. Should any potential nesting sites be identified, the Designated Biologist(s) shall conduct another pre-construction survey no more than three calendar days prior to start of Project activities to identify any nesting birds in the Project area. If the Designated Biologist(s) determine that Project activities may be causing an adverse reaction, a buffer left in place until nesting has ended shall be

established surrounding the nest based on their best professional judgement and experience.

- 2.9 Bat Protection Survey - Culverts. The site shall be surveyed for bats by the Designated Biologist within seven (7) days of Project activities modifying or extending culverts. If bats are found, there shall be no further disturbance to the culvert until CDFW has been consulted. CDFW reserves the right to provide additional provisions to this agreement designed to protect nesting/roosting bats.
- 2.10 Reporting. Results of the nesting bird pre-activity surveys and the bat protection survey shall be submitted with the Pre-activity Survey Report (Measure 4.3). If nesting birds are found in the Project area, the Designated Biologist shall draft a Summary Report that documents the nesting activity of species identified in the Project area, discovery of any new nests, the status/outcome of any previously identified nests, buffer distances established for each nest, any adjustments made to the established buffers, and any additional minimization measures implemented. If bats are found, there shall be no further disturbance to the culvert until CDFW has been consulted. The Summary Reports shall be submitted with the Final Construction Report (Measure 4.5). If the Project results in the abandonment of or damage to a nest, Permittee shall notify CDFW with 24 hours via email at Graham.Meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov.

Construction

- 2.11 Best Management Practices (BMPs). Permittee shall actively implement construction BMPs such as silt fences, sandbags, and straw wattles to prevent erosion and the discharge of sediment and pollutants into Fish and Game Code section 1602 resources during Project activities. BMPs shall be monitored weekly during any ground disturbing activities or active construction by the Designated Biologist and repaired immediately by Permittee if necessary to ensure maximum erosion, sedimentation, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to Fish and Game Code section 1602 resources. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project area shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.11.1 Temporary Concrete Wash-Out Areas. Temporary concrete wash-out areas shall be located at least 150 feet away from any Fish and Game Code section 1602 resources and shall be lined with plastic.
- 2.12 Pollution and Litter. Permittee shall comply with all litter and pollution laws, including Fish and Game Code section 5650. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.12.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter areas subject to Fish and Game Code section 1602 or such material to be placed in locations where they may wash into areas

subject to Fish and Game Code section 1602.

2.12.2 Raw cement/concrete or washings thereof, asphalt, paint, or other coating material, oil or other petroleum products, any debris, soil, silt, sand, bark, slash, sawdust, trash, any earthen material, or any other substances which could be hazardous to fish and wildlife resources resulting from Project related activities shall be prevented from contaminating the soil and/or entering areas subject to Fish and Game Code section 1602. None of these materials shall be deposited within 150 feet of areas subject to Fish and Game Code section 1602, or in a manner that materials could be washed into resources subject to Fish and Game Code section 1602.

2.12.3 When operations are completed, any excess materials, trash, wire, zip ties, temporary construction BMP's or any debris shall be removed from the Project area.

2.13 Equipment and Vehicles. Permittee shall comply with the following:

2.13.1 Any equipment or vehicles driven and/or operated while conducting a Project activity shall be checked regularly and maintained as needed to prevent leaks of materials that could be deleterious to Fish and Game Code section 1602 resources. Prior to working within the Project area, all equipment shall be closely examined for oil and fuel discharges. Any contaminants shall be cleaned prior to any work within the Project area. In addition, equipment being moved between watersheds (i.e., equipment used in a previous project at a different watershed) shall be cleaned by Permittee prior to entering the Project area to ensure non-native invasive species are not introduced or spread throughout waterways in the Project area.

2.13.2 All heavy equipment that will conduct a Project activity shall be cleaned by Permittee at a staging or maintenance area prior to entry into areas subject to Fish and Game Code section 1602 to prevent discharge of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil, seeds, and other debris.

2.13.3 All equipment shall carry suitable spill containment equipment to handle a catastrophic spill/leak. This may include oil absorbent pads, booms, or skimmers, as appropriate.

2.13.4 Permittee shall begin the cleanup of all spills immediately. Permittee shall notify CDFW immediately (within 24 hours) of any minor or major spills due to activities covered under this Agreement and shall consult with CDFW regarding cleanup procedures. Permittee shall have all spill clean-up equipment on the Project site during construction.

2.14 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized under this Agreement. Work is allowed after sunrise and must stop prior to sunset.

2.15 Invasive Species Prevention. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, seeds, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.) from one project site and/or waterbody to another (Fish & G. code § 702 & 2300). Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and

aquatic species at the Stop Aquatic Hitchhikers website:

<http://www.protectyourwaters.net/>

- 2.15.1 Notification of Invasive Species. Permittee shall notify CDFW in writing in the Weekly Status Report (Measure 4.4) if an invasive species not previously known to occur within the Project area is identified during Project activities by submitting a completed Suspect Invasive Species Report (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by email at: Invasives@Wildlife.ca.gov and to R6LSAReporting@Wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.
- 2.16 No Vegetation Removal. This Agreement does not authorize removal of vegetation associated with Fish and Game Code section 1602 resources. Removal of any such vegetation associated with Fish and Game Code section 1602 resources may require mitigation in consultation with CDFW.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Restoration of Fish and Wildlife Habitat. Permittee assumes responsibility for the restoration of any fish and wildlife habitat which may be impaired or damaged, either directly or incidental, to the Project, as a result of failure to properly implement or complete the conditions of this Agreement, or from activities which were not included in Permittee's Notification.
- 3.2 Restoration of Original Gradient. If the gradient of any CDFW jurisdictional drainages is altered during work activities, Permittee shall return its contours as close as possible to pre-Project conditions. Pre-Project condition shall be defined by engineered plans established prior to commencement of Project activities. Permittee shall be liable for restoration of contours to pre-Project conditions if subsequent erosion is caused by the work conducted.

4. Reporting Measures

Permittee shall meet each reporting requirement described below:

- 4.1 Project Documents Submitted to CDFW. Any reports, plans, survey results, notifications, and other Project documentation shall be submitted via email to Graham.Meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov. For all e-mails or documents, please reference **EPIMS-MOO-44253-R6**, in the subject line.
- 4.2 Construction Notification. The Permittee shall notify CDFW in writing via e-mail to Graham.Meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov five (5) days prior to the initiation of Project activities and within five (5) days after completion of Project activities in areas subject to Fish and Game Code section 1602.

- 4.3 Pre-Activity Survey Results. Permittee shall submit to CDFW for review, the results of the pre-activity surveys and requirements (i.e., Special-Status Species Pre-Activity Surveys; Nesting Bird Pre-Activity Surveys, Bat Protection Survey) conducted by the Designated Biologist. These reports shall be submitted via email to CDFW **prior to initiation of Project activities at each Project area** and shall include the following information: 1) a list of all special-status or listed species observed; 2) a description of all potential burrows, nests, dens, or other refugia potentially supporting a special-status or listed species observed; 3) the locations of each observation; 4) methods implemented to demarcate/delineate those locations and any associated buffers/avoidance areas; and 5) any other avoidance or minimization measures implemented.
- 4.4 Weekly Status Report. The Permittee shall be responsible for submitting a Weekly Status Report to CDFW at the end of each week addressing work scheduled for completion in the next week and work that has been completed in the previous week period via e-mail to Graham Meese at Graham.Meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov when any ground disturbing activities or active construction has occurred in that week or is scheduled to occur in the following week. This report will be a brief e-mail report including: 1) any special-status species or nesting birds encountered with associated coordinates, 2) what Project activities were completed in the week, 3) description of what work is scheduled or the following week, and 4) a description and pictures of the BMPs implemented (see Measure 2.11).
- 4.5 Final Construction Report. Permittee shall provide a Final Construction Report to CDFW **via e-mail** to Graham.meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov no later than **two weeks after the Project is fully completed**. The Final Construction Report at a minimum shall contain: 1) pre- and post-Project photographs, 2) total amount of area impacted, 3) biological survey notes (including Weekly Status Reports), and 4) a filled-out Reporting Table (Exhibit E).
- 4.6 Notification to the California Natural Diversity Data Base (CNDDDB). If any special-status species, or if any CESA listed species are observed on or in proximity to the Project site, Permittee shall submit these observations to CDFW via e-mail to Graham.meese@wildlife.ca.gov and R6LSAReporting@wildlife.ca.gov within seven (7) calendar days of observations, and submit California Natural Diversity Database (CNDDDB) forms and maps of the sighting to CNDDDB within 14 calendar days of observation. The CNDDDB form is available online at: <https://wildlife.ca.gov/Data/CNDDDB>. **Please reference Notification # EPIMS- MOO-44253-R6.**

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Chad Senior
EPIMS-MOO-44253-R6
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
csenior@mono.ca.gov

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
EPIMS-MOO-44253-R6
EASTSIDE LANE REHABILITATION PROJECT PHASE 2
R6LSAReporting@Wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the Project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project the Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on April 17, 2029, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- Exhibit A. Project Location Map
- Exhibit B. Culverts Location Map
- Exhibit C. Arch Pipe Culvert Details
- Exhibit D. 36" Culvert Details
- Exhibit E. Reporting Table

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a project different from the Project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A. Project Location Map

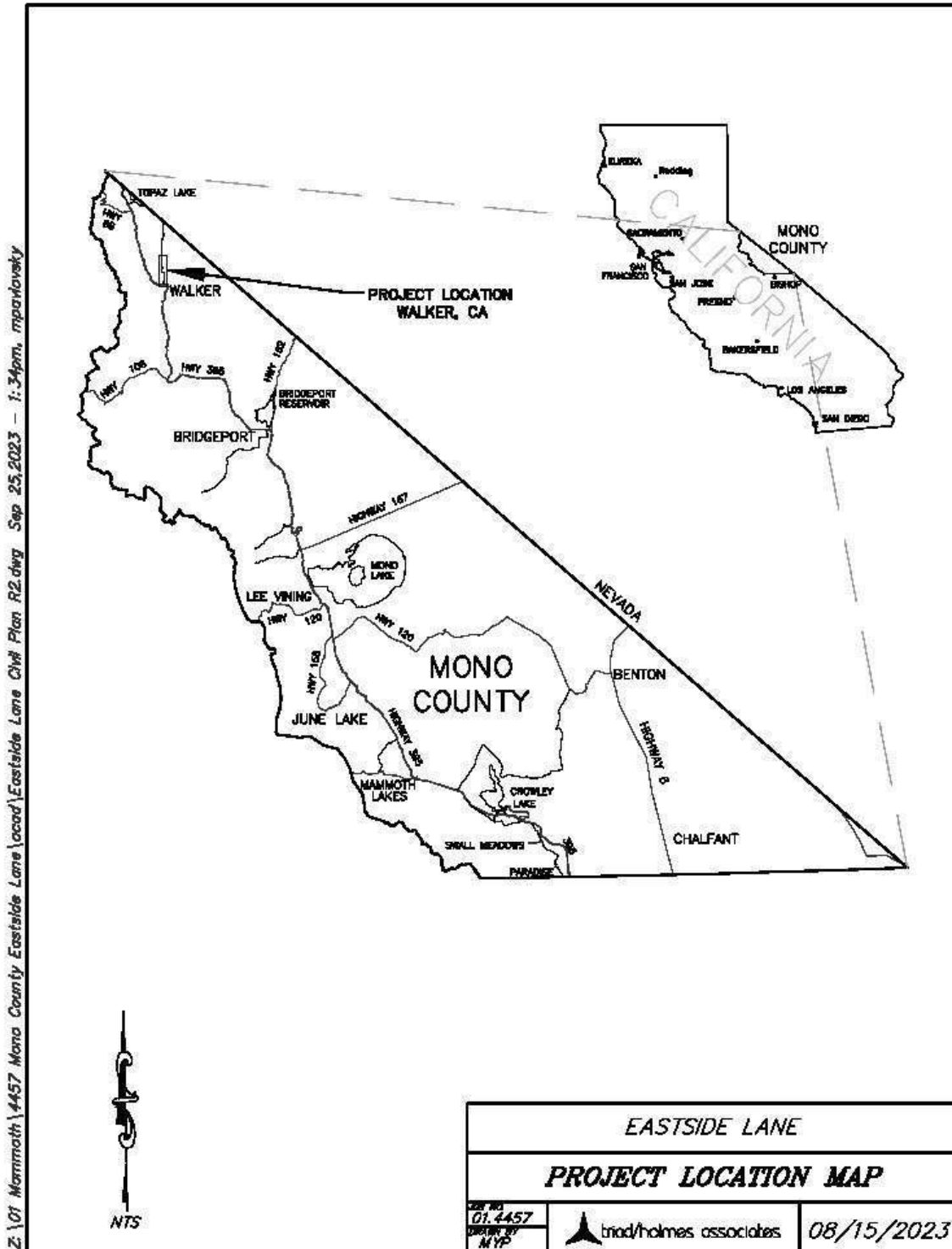


Exhibit B. Culverts Location Map

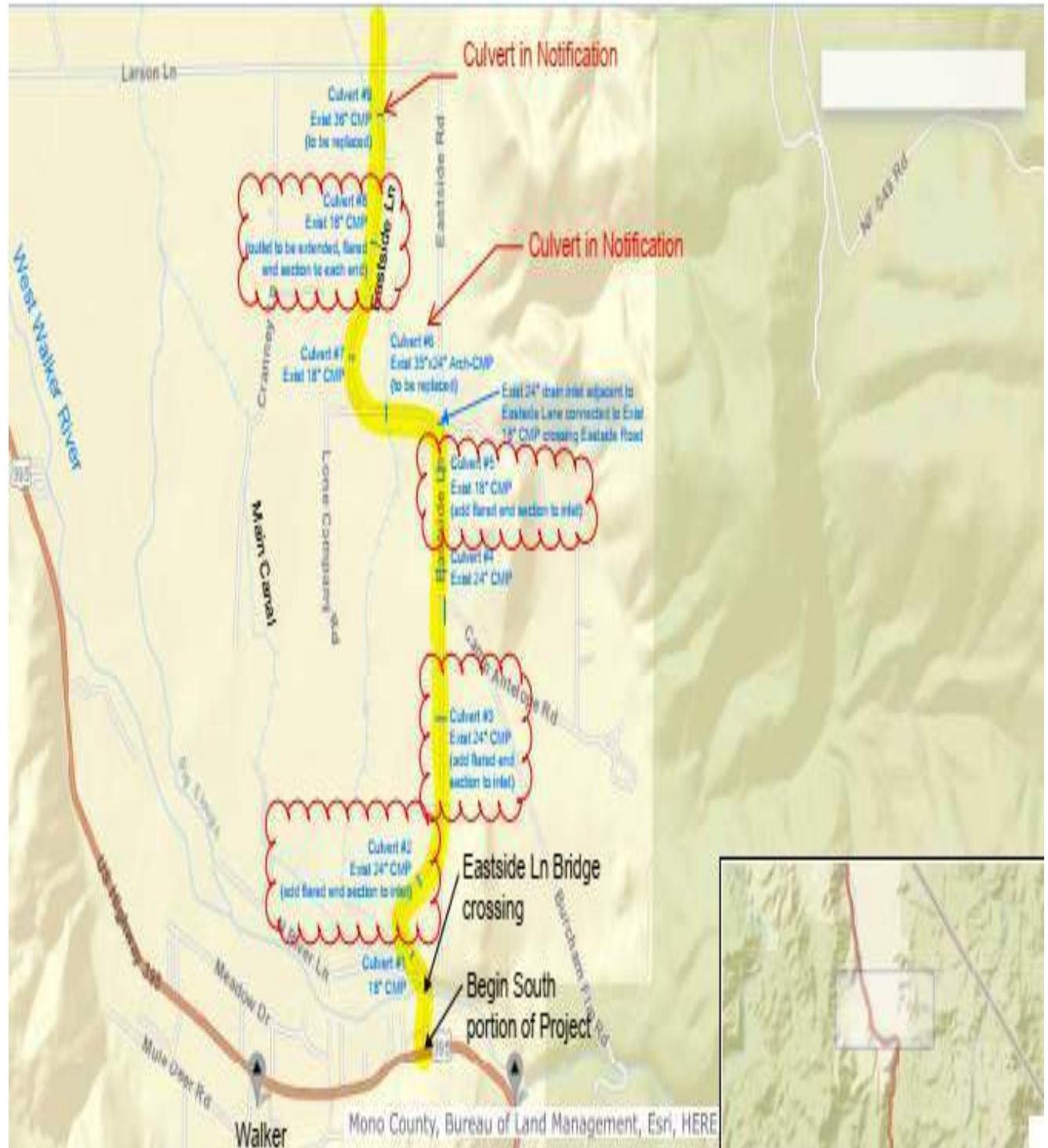


Exhibit C. Arch Pipe Culvert Details

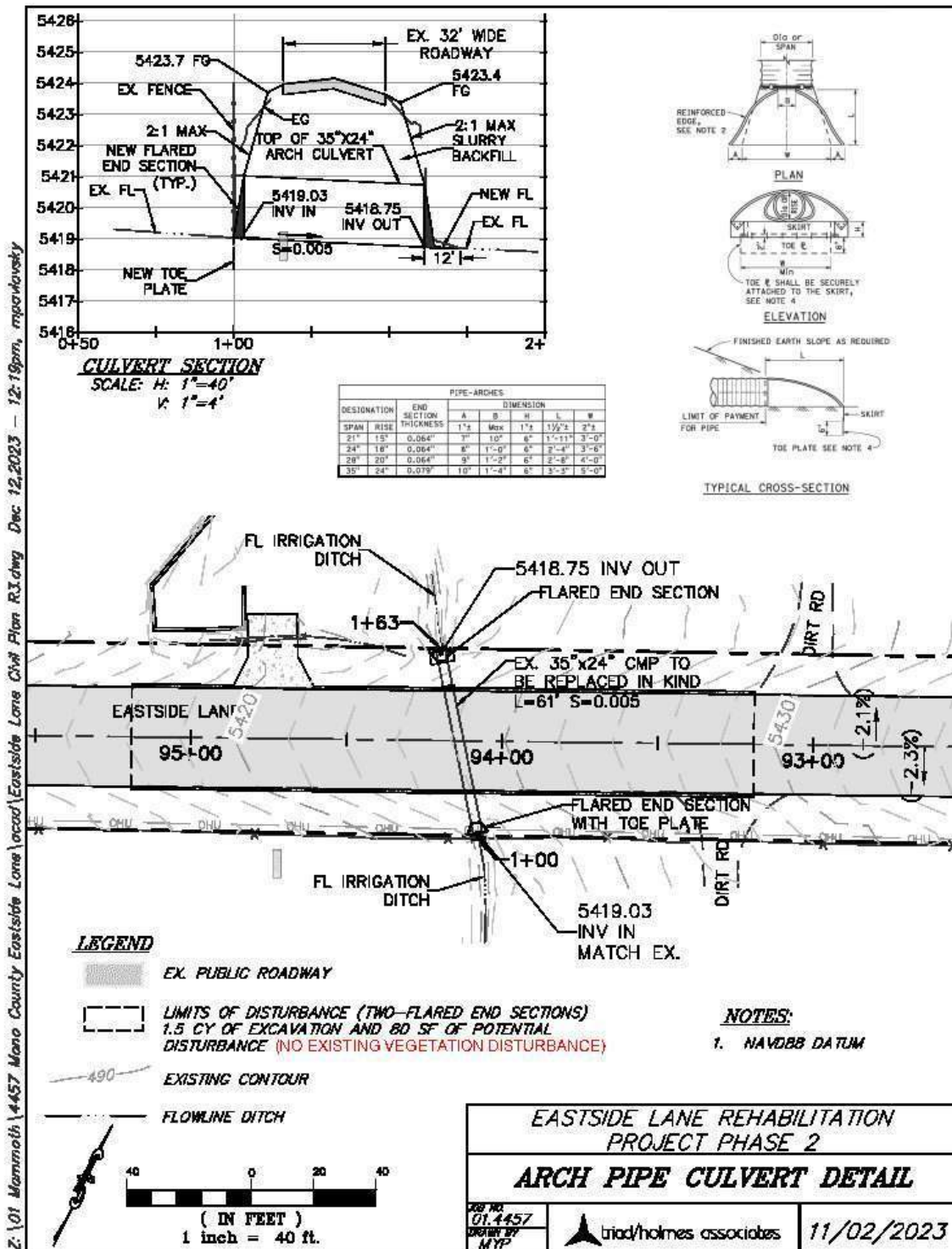


Exhibit D. 36" Culvert Details

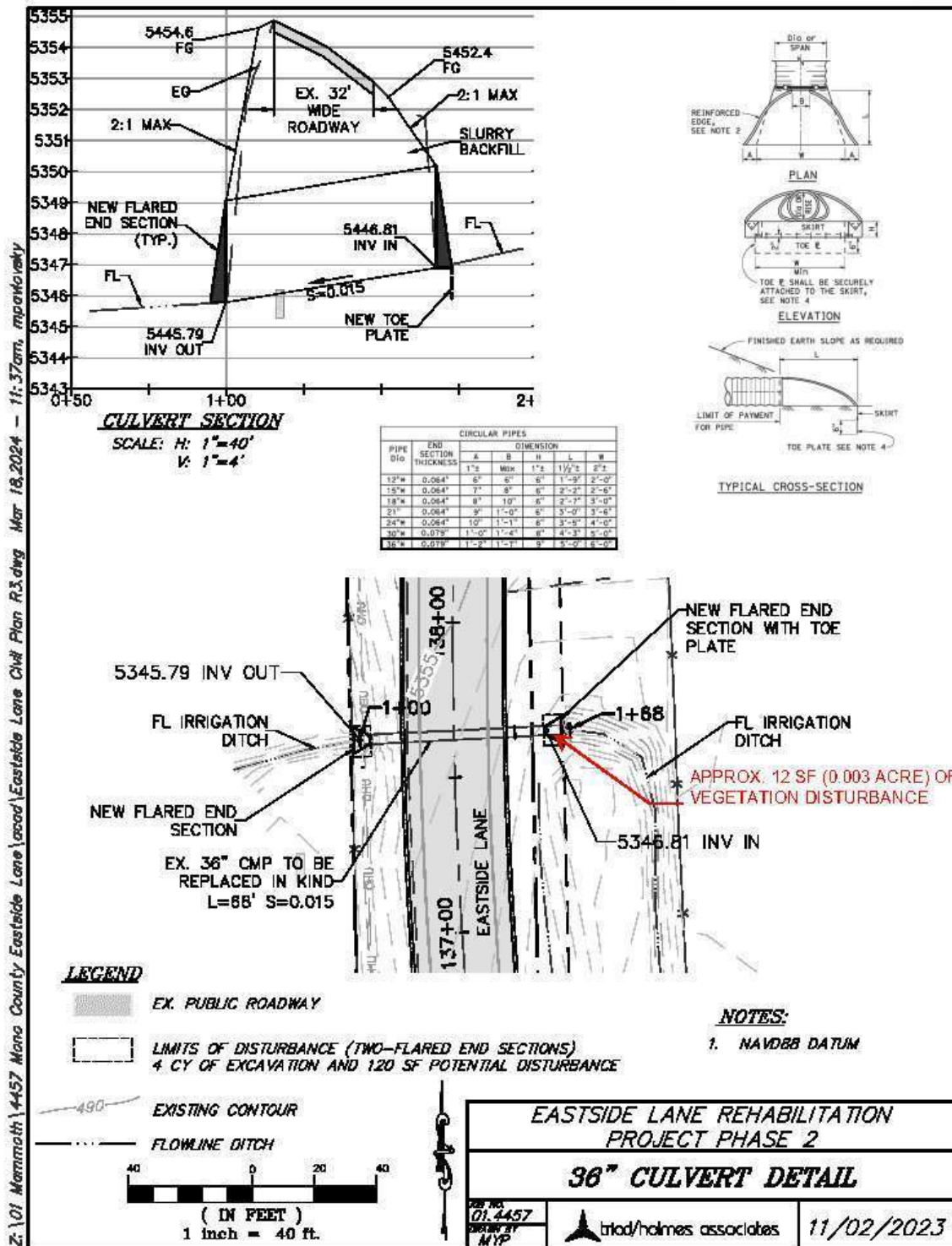


Exhibit E. Reporting Table

Reporting Table					
Project Start Date: _____			Project End Date: _____		
Measure	Submittal	Timeline	Date Submitted to CDFW	Date Reviewed or Approved by CDFW	Notes
2.1	Designated Biologist (Approval)	No less than 30 calendar days prior to the initiation of any Project activities			
2.5	WEAT	Prior to performing any work on site, Permittee shall conduct the WEAT. Signed WEAT forms shall be submitted to CDFW prior to initiation of Project activities.			
2.6	Special Status Species Pre-Activity Surveys	Survey Project area no more than seven days prior to the initiation of Project activities at each DCA. Survey results submitted to CDFW with Pre-activity Survey Report (Measure 4.3)			
2.8	Nesting Bird Pre-Activity Surveys	If Project activities are performed during nesting season, surveys to identify potential nesting sites shall be conducted			

Exhibit E. Reporting Table

		no more than three (3) calendar days prior to initiating Project activities. Should any potential nesting sites be identified, conduct another pre-construction survey no more than seven calendar days prior to start of Project activities Submitted with Pre-activity Survey Results (Measure 4.3)			
2.10	Nesting Bird Pre-Activity Survey Results, Bat Protection Survey Results, and Summary Reports	Nesting bird pre-activity surveys results submitted with the Pre-activity Survey Report (Measure 4.3). Bat protection survey results submitted with Pre-activity Survey report (Measure 4.3). Summary Report submitted with Final Construction Report (Measure 4.5)			
2.15.1	Invasive Species Notification	Immediately (within 24 hours)			
4.2	Construction Notification (start)	Submitted five (5) days prior to initiation of			

Exhibit E. Reporting Table

		Project activities			
4.2	Construction Notification (end)	Submitted within five (5) days after completion of Project activities			
4.3	Pre-activity Survey Results	Submitted prior to the initiation of Project activities			
4.4	Weekly Status Report	Submitted at the end of each week.			
4.5	Final Construction Report	No later than two (2) weeks after Project is fully completed			
4.6	CNDDDB Reporting	Within seven (7) days of observation to CDFW, within fourteen (14) calendar days of observation to CNDDDB.			

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DEPARTMENT OF PUBLIC WORKS

QUALITY ASSURANCE PROGRAM (QAP)

For Mono County projects off the State Highway System (SHS)

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QUALITY ASSURANCE PROGRAM (QAP)

AGENCY: County of Mono

The purpose of this program is to provide assurance that the materials incorporated into the construction projects are in conformance with the contract specifications. This program should be updated every five years or more frequent if there are changes to the testing and sampling frequencies or to the test methods.

I. DEFINITION OF TERMS

Acceptance Testing (AT)— Sampling and testing, or inspection, to determine the degree of compliance with contract specification requirements.

CT— California Department of Transportation (Caltrans)

Certificate of Compliance — A signed document from the materials manufacturer committing that the delivered goods meet the contract specifications

Independent Assurance Program (IAP)— Verification that AT is being performed correctly by certified testers using qualified laboratories and calibrated equipment.

Material Acceptance Program – Sampling, Testing, inspection, and certification of project materials to determine compliance with contract specifications. Materials shall be accepted by one or more of the following methods, as allowed for in this document and the contract specifications: Acceptance Testing, Manufacturer’s Certificate of Compliance, Source Inspection, or Field Inspection.

Quality Assurance Program (QAP)— A sampling, testing, and inspection program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the Materials Acceptance Program and the Independent Assurance Sampling and Testing Program (IAP).

Source Inspection– Sampling, testing, and/or inspection of manufactured or prefabricated structural materials at a location other than the job site, generally at the manufactured location.

II. MATERIALS ACCEPTANCE PROGRAM

Material incorporated into the work shall be accepted by one or more of the following methods, as specified in this document and the contract specifications:

1. Field Sampling and Acceptance Testing
2. Manufacturer’s Certificate of Compliance (with attachments if required)
3. Source Inspection and Testing
4. Visual Inspection (for minor quantities)

A. Field Sampling and Acceptance Testing (AT)

General:

1. Acceptance sampling and testing shall be performed by certified materials personnel.
2. Acceptance testing will be performed utilizing accredited materials laboratories and properly calibrated equipment.
3. Certifications and accreditations shall be specific to the tests being performed.
4. A Materials Testing Results Log shall be maintained for any test method performed more than once on a project.
5. The test results for materials incorporated into the work shall be in compliance with the contract specifications.

6. Actions taken regarding material with failing test results will be fully documented, including details documenting remove/replace, rework/re-test, and deduction/Construction Change Order (CCO).
7. Justification shall be provided for any failing material allowed to remain in place.

Sampling and Testing Locations and Frequencies:

1. Sample and testing locations and frequencies shall be in accordance with the contract specifications.
2. If not specified in the contract documents, sampling and testing locations and frequencies shall be as shown in **Attachment No. 1, Acceptance Sampling and Testing Frequency Table**.
3. When sampling products such as Portland cement concrete, cement-treated base, hot mix asphalt, or similar materials; the time of such sampling shall be varied with respect to the time of the day, insofar as possible, in order to avoid a predictable sampling routine.

Acceptance Test Methods:

The test methods used shall be as specified in the contract documents.

For a material specified to comply with a property shown in the following table, the Agency tests under the corresponding test shown:

Test Property	Test
Relative compaction	ASTM D1557, D6938, D2950, CT 375
Sand equivalent	CT 217
Resistance (R-value)	CT 301
Gradation (sieve analysis)	CT 202 (Soils), AASHTO T11, T27 (HMA)
Durability index	CT 229
Cleanness Value	CT 227

Acceptance Testing Laboratory:

1. A consultant materials laboratory shall be used to perform acceptance testing. The consultant laboratory used may vary by project.
2. The materials laboratory shall be under the responsible management of a California Registered Engineer (“Engineer”) with experience in sampling, inspection, and testing of construction materials.
3. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer’s supervision.
4. Laboratories shall be properly accredited.
5. Laboratory testing personnel shall be appropriately certified.
6. Testing equipment shall be properly calibrated.
7. Laboratories shall comply with Section III., *Independent Assurance Program*, of this document.

Reporting Acceptance Testing Results:

Test results shall be reported to the Resident Engineer (RE) as soon as possible (as shown in the table below), by email or telephone.

Copies of complete material test result reports, including data and calculation sheets, shall be provided to the RE in accordance with the following timetable:

Timetable for Providing Full Test Results to the Resident Engineer

<i>If the material is sampled...</i>	<i>And the test performed is...</i>	<i>Submit to the RE within...</i>
at the material plant	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	24 hours
at the job site	Compaction and/or maximum density	24 hours
	Sieve Analysis, or Sand Equivalent (SE), or Cleanness Value (CV)	72 hours
	R value, or	96 hours
	Asphalt extraction	

Acceptance Testing Summary Logs

1. The RE shall maintain a testing summary log for each test method performed more than once on the project (ASTM 1557, etc.), and by salient feature (structure backfill, subgrade, etc.)
2. The logs shall be used by the RE to track that acceptance tests are performed at the required frequencies, that tester certifications are on file, and that all failing tests have been mitigated.
3. *Testing Log Summary*, LAPM Exhibit 16-Z2 or equivalent shall be used for applicable log summaries. The Log Summary must include test location, date tested, name of tester, test name/ID number of test performed, results, resolution of failing test results, and quantity of materials represented by test, if applicable.

B. Manufacturer's Certificate of Compliance

General:

1. Various manufactured materials may be accepted for incorporation into the work without sampling or testing, on the basis of a certificate from the manufacturer.
2. Where required by the contract specifications, the contractor shall submit a certificate of compliance.
3. Where required by the contract, the contractor shall *attach test data or other documents* to the certificate of compliance. The RE is responsible for ensuring that a COC is furnished with each lot of these materials delivered to the site, and the accepted COC must be documented in the inspector's daily report and kept in the project files.
4. The RE may perform sampling and testing on such materials at any time.
5. Certificates of compliance shall:
 - Be submitted by the Contractor before the material is incorporated into the work;
 - Accompany the material to the job site;
 - Identify the lot (or heat) number for each lot delivered which matches tags affixed or stenciled to the materials;
 - Include the contract number and/or project number;
 - Include test data and other documents if required;
 - State that the material complies with the contract specifications; and

- Be signed by the producer of the material.

List of Materials Accepted by Certificate of Compliance:

A list of materials that can be accepted on the basis of certificates of compliance during construction is found in the current Local Assistance Procedure Manual (LAPM) forms, Exhibit 16-T1, *Materials Requiring a Certificate of Compliance per Caltrans Standard Specifications*. This list may be supplemented or amended by the contract Special Provisions or Technical Provisions. All certificates of compliance shall conform to the requirements of the contract specifications.

C. Source Inspection and Testing

1. Some manufactured or pre-fabricated structural materials will be inspected or tested prior to arrival at the jobsite, generally at the manufacturer's location (source inspected).
2. Structural items categorized as "catastrophic consequences of failure" or "significant safety concern" may be source inspected. Materials that might be source inspected include structural steel, precast prestressed concrete girders and pilings, RCP greater than 60", joint seals, bearing pads, lighting and signal poles, sign structures, and electrical items.
3. The RE may reject source inspected material at the job site if deemed unacceptable. For example:
 - Material damage in shipment or installation.
 - Defective material (source inspection is usually a random sampling and may not have checked 100% of the material).
4. A consultant materials laboratory, qualified to perform the applicable testing, will be used to perform source inspection and testing. The consultant laboratory used will vary by project.

D. Visual Inspection (Acceptance of Minor Quantities Without Testing)

General

Relatively minor quantities of construction materials may be accepted without testing if the following three conditions are met:

1. Visual examination of the material is performed.
2. The manufacturer or supplier has recently furnished similar materials found to be satisfactory using normal sampling and testing requirements.
3. The manufacturer (or supplier in the case of HMA or concrete) provides certification that the material furnished complies with the contract specifications.

Approximate quantities that may be accepted by visual inspection:

- *Aggregates* other than for use in Portland Cement Concrete, not to exceed:
 - 100 tons per day, nor
 - 500 tons per project
- *Bituminous mixtures* (example: HMA), not to exceed
 - 50 tons per day.
 - If project total is less than 1,000 tons, sample at engineer's discretion
- *Bituminous material* (example: Liquid Asphalt), not to exceed:
 - 100 gallons per project

III. INDEPENDENT ASSURANCE PROGRAM (IAP)

The IAP shall verify:

- Sampling and testing procedures are being performed correctly; all testing equipment is in good condition and properly calibrated; and
- All AT performed on the project uses a qualified laboratory and certified testing personnel.
- IAP shall be performed on every type of materials test required for the project.

A complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the agency when unresolved discrepancies related to poor correlation between acceptance tester's results and other test results occur.

A. Laboratory to Perform Independent Assurance (IA) Testing and Duties

1. The IAP, including certification of testers and qualification of lab, shall be executed by a consultant who is different from AT consultant.
2. IAP shall be provided by personnel from Caltrans, the Agency's certified materials laboratory, or consultant's certified materials laboratory.
3. IA shall be performed on every type of materials test required for the project or as directed by the Resident Engineer.
4. IAP samples and tests shall not be used for determining compliance with contract requirements.

B. Laboratory Accreditation

1. The AT materials laboratory shall participate and comply with one or more of the following Correlation Testing Programs:
 - AASHTO Materials Reference Laboratory (AMRL)
 - Cement and Concrete Reference Laboratory (CCRL)
 - Caltrans' Reference Samples Program (RSP)
2. The AT laboratory Accreditation shall occur annually.
3. A copy of the current laboratory qualification shall be kept in the project records.

C. Tester Certification

1. Sampling and testing personnel shall be certified by one or more of the following Personnel Certification Programs:
 - CT Materials Engineer and/or CT METS IA Representative (for CT tests only) and Joint Certification Testing Program (JCTP)
 - Nationally recognized organizations such as the American Concrete Institute
 - National Institute of Certification of Engineering Technologies
 - Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.
2. Proficiency tests is part of IA program and shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value tests (CT202, CT 217, CT 227, respectively).
3. A copy of each tester's current and applicable certifications shall be kept in the project files.

D. Equipment Certification / Calibration

1. Laboratory testing equipment shall comply with the following:
 - Be capable of performing the tests required.
 - Be in good working order.

- Be calibrated
- Be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology.
- Have a decal firmly affixed to each piece of equipment showing the date of the last calibration.

IV. CERTIFICATION OF PROJECT MATERIALS

The Resident Engineer shall complete and sign Exhibit 17-G, "Materials Certificate" of the Local Assistance Procedures Manual (LAPM) upon completion of a federal-aid project.

The Agency shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the Agency's construction records.

All materials incorporated into the work which did not conform to specifications must be explained and justified on the Materials Certificate, including changes by virtue of change order. The original is submitted to the DLAE in the Report of Expenditures and a copy is placed in the project file..

The form shall be filed in the project records.

All material records of samples and test, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of final project voucher.
- The use of a "Log Summary" Caltrans Exhibit 16-Z2, or equivalent, facilitates reviews of material sampling and testing by Caltrans and FHWA and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

V. PROJECT QAP RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project, each project shall have the following quality assurance documents on file:

- Copy of Quality Assurance Program
- Certificates of Proficiency-Testers and Samplers
- Certificates of Accreditation of Testing Lab
- Acceptance Testing Log Summary and Test Results
- Notice of Materials to be Used (LAPM Exhibit 16-I, or equivalent)
- Certificates of Compliance and Buy America Certificates
- Source inspection records and report, if applicable
- Materials Certification (LAPM Exhibit 17-G)

In accordance with the County's adopted records retention policy, all project records shall be available for inspection by auditors and reviewers at any time during the project and for at least three years after final project voucher date by Caltrans.

VI. ATTACHMENTS

Attachment 1: Acceptance Sampling and Testing Frequencies

APPROVED BY:



A handwritten signature in black ink, appearing to read "Kalen Willam Dodd".

(Signature)

Date: February 5, 2024

NAME: Kalen Dodd
(Print)

TITLE: County Engineer

ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
 (Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Hot Mix Asphalt Asphalt Concrete	Sieve Analysis (Coldfeed, RAP)	CT 202 or AASHTO T27, AASHTO T11,	Minimum 1 per day for placement of 500 tons or more per day	Coldfeed / RAP at Batch Plant during production of HMA per CT 125
	Sand Equivalent	CT 217 or AASHTO T176		
	Theoretical Maximum Specific Gravity and Density	CT 309 or AASHTO T209	Minimum 1 per day for placement of 500 tons or more per day	Random Location per CT 125
	Asphalt Binder Content	CT 382 or AASHTO T308		
	HMA Moisture Content	CT 370 or AASHTO T329		
	In-Place Density and Relative Compaction	ASTM D2950, CT 375	Minimum of 1 test per 500 tons; Minimum of 1 test per Lot	In-place during final compaction at randomly determined locations
	Asphalt Binder	NA	Sample 1 Min per day for production of 500 tons or more per day; No testing required unless directed by Engineer	At Batch Plant per CT 125
	Stabilometer	CT 366, ASTM 1560	At Engineer's discretion	Per CT 125 and/or CT 304
	Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt	CT 375, CT 308 or AASHTO T275	At Engineer's discretion	At randomly determined Project Location
	Smoothness	12-foot Straightedge	As necessary to confirm contract compliance	Final pavement surface

Material	Property or Characteristic	Test Method*	Frequency	Sampling Point
Portland Cement Concrete (Structural)	Making and Curing Concrete Cylinders	ASTM C31 or CT 540	Minimum 1 set of 5 cylinders per 100 cubic yards of concrete	Per ASTM C172 or CT 539
	Temperature	ASTM C1064 or CT 557	1 per sample	Per ASTM C172 or CT 539
	Slump	ASTM C143 or CT 556	1 per sample	Per ASTM C172 or CT 539
	Air Entrainment	ASTM C231 or CT 504	Minimum 1 per sample if concrete mix design specifies air entrainment	Per ASTM C172 or CT 539
	Unit Weight	ASTM C138 or CT 518	1 per sample	Per ASTM C172 or CT 539
	Compressive Strength	ASTM C39 or CT 521	7 days and 28 days**	NA

* American Concrete Institute (ACI) provides certification to perform the relevant ASTM test methods and practices for concrete.

** If the concrete mix design contains fly ash or other pozzolan with specified strength greater than 3,600 psi, frequency shall be 7 days and 42 days or 7 days and 56 days depending on mix design.

ACI - American Concrete Institute
 AASHTO - American Association of State Highway and Transportation Officials
 ASTM - American Society for Testing and Materials
 CT - Caltrans Test Method

ACCEPTANCE SAMPLING AND TESTING FREQUENCY TABLE
 (Projects off the State Highway System)

Material	Property or Characteristic	Test Method	Frequency	Sampling Point
Excavation / Embankment	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	Subgrade	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts
Imported Borrow				
Aggregate Base	Maximum Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Per CT 125
Subbase	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	
	Asphalt Grindings	Sand Equivalent		
	Durability Index	CT 229 or ASTM D3744	At Engineer's Discretion	
	R-Value	CT 301 or ASTM 2844		
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938, ASTM 2922 or CT 231	Minimum 1 test per 5000 square feet of work area; Minimum one test per Lot	In-Place Compacted Aggregate
Structure Backfill	Sieve Analysis	CT 202 or ASTM C136, ASTM C117	Minimum 1 per material/type	Per CT 125
	Sand Equivalent	CT 217		
		R-Value	CT 301 or ASTM 2844	At Engineer's Discretion
Select Backfill	Maximum Dry Density and Optimum Moisture	ASTM D1557 (Modified Proctor) or CT 216	Minimum 1 per material/type	Representative Project location or source of material per CT 125
	In-Place Density, Moisture content, and Relative Compaction	ASTM D6938 or CT 231	Minimum 1 test per 5000 sq ft of work area; Minimum 1 test per 2 vertical lifts	Compacted lift or subgrade

ASTM - American Society for Testing and Materials
 CT - Caltrans Test Method

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SECTION IV



PROJECT PLANS

Eastside Lane Rehabilitation Project

RPSTPL-5947(065)

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