

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS  
GERBER, CALIFORNIA

## **BID BOOK**

NOTICE TO BIDDERS, SPECIAL PROVISIONS,  
BID DOCUMENTS, AND CONTRACT

FOR CONSTRUCTION ON  
**99W OVERLAY PROJECT**

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FROM 0.06 MILE SOUTH OF FINNELL AVENUE TO GYLE ROAD AND FROM FLORES AVENUE TO RENO  
AVENUE, TEHAMA COUNTY, CALIFORNIA

FEDERAL PROJECT #: RPSTPL 5908(090)

COUNTY PROJECT #: 270893

CONTRACT #: 13-270893

FOR USE IN CONNECTION WITH  
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS, AND STANDARD PLANS,  
DATED 2010  
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES

BID OPENING: December 6, 2012, 3:00 PM (PST)



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**ENGINEER SIGNATURE PAGE**  
**99W OVERLAY PROJECT**

**FUNDED WITH FEDERAL REGIONAL TRANSPORTATION ENHANCEMENT PROGRAM  
FUNDS**

**FEDERAL-AID PROJECT No.: RPSTPL 5908(090)**

**CONTRACT No.: 13-270893**

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



REGISTERED CIVIL ENGINEER

11/01/12  
DATED

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# IMPORTANT SPECIAL NOTICE

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- This project includes a Base Bid and several Additive Alternate Areas.
- This project allows each bidder to select one of two alternative construction methods for project construction.
  - **“Method A”**- includes, but is not limited to, digouts and two lift HMA overlay with geosynthetic pavement reinforcing fabric interlayer.
  - **“Method B”**- includes, but is not limited to, Cold In-Place Recycling and single lift HMA overlay.

Each bidder must select EITHER “Method A” OR “Method B,” **NOT BOTH**, and shall submit their bid for the chosen method. (Any bid listing both construction methods will be deemed non-responsive.) The contract will be awarded to the lowest responsible bidder without regard to which construction method is selected by the lowest bid. Refer to Section 3-2 of these Special Provisions.

- Bidders are advised that, as required by federal law, the County of Tehama is implementing Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Refer to Section 2-1. B “Disadvantaged Business Enterprises” of these Special Provisions for more information.
- The Bid Documents are bound in a book together with the Notice to Bidders, Special Provisions, and Contract. The project plans are a separate attachment. **Neither the Bid form nor any other portion of said book shall be detached therefrom.** This includes all DBE related bid forms. The entire bound Bid Book shall be submitted at the time of bid opening. Refer to Section 2-1, “Bid Documents” of these Special Provisions for more information.
- DBE commitment forms and/or “Good Faith Effort” submittals shall be submitted on the **SECOND BUSINESS DAY AFTER BID OPENING**. Refer to Section 2-1. B.2 of these Special Provisions for more information.
- Submittal of a complete Subcontractors List must be submitted at bid opening. Refer to Section 2-1. D Bid Document Completion of these Special Provisions for more information.
- This is a federally funded project and attention is directed to Section 7-5 “Federal Laws for Federal-Aid Contracts” of these special provisions for more information, in particular, Section 7-5. B, “I. General,” which requires all sub-contracts to physically have the “Required Contract Provisions, Federal-Aid Construction Contracts” (Form 1273) inserted, and Part-IV-1(a) which requires persons to be paid on a weekly basis.
- Attention is directed to Section 39-6 of the Standard Specifications, compensation for Tack Coat material shall be considered as included in the prices paid for Hot Mix Asphalt and no additional compensation will be allowed therefor.
- Attention is directed that Section 12-1.03 “Flagging Costs” of the Standard Specifications is hereby deleted. All flagging costs will be totally (100%) borne by the contractor and no division of costs will be made therefor.
- For the purposes of clarifying determination of covered work, off-haul trucking of materials removed from the site as required by this contract shall be considered as an integral part of this contract.

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For Reference Only Not for the Purpose of Bidding

# NOTICE TO BIDDERS

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## COUNTY OF TEHAMA DEPARTMENT OF PUBLIC WORKS

Sealed bids for the work shown in the plans and specifications entitled:

### **99W OVERLAY PROJECT** **PROJECT PLANS AND SPECIAL PROVISIONS** FEDERAL PROJECT #: RPSTPL 5908(090) COUNTY PROJECT #: 270893

will be received at the Department of Public Works office at 9380 San Benito Avenue, Gerber, California, 96035 until 3:00 PM (PST) on December 6, 2012 at which time they will be publicly opened and read aloud in the conference room at the aforementioned address.

#### **DESCRIPTION OF WORK**

Rehabilitation and HMA overlay of portions of 99W. Bidder must select one of two alternative construction methods; "Method A" (digouts and reinforcing fabric) OR "Method B" (cold in-place recycling). Work also includes new pavement striping and markings.

This project is bid as a Base Project with several Alternate Areas which may be added depending on the cost of bids for the Base Project and each Alternate Area. Approximately **\$2 Million** is expected to be available for this project. Additionally, the County may use its' discretion and supplement the budgeted amount with other available County funds. The specific funding amount upon which the contract will be awarded will be publicly disclosed by the County before the first bid is opened, and will be announced at the bid opening. The County will evaluate all bids for this project based on the Base Project, followed by the Base Project plus an Alternate Area or combination of Alternate Areas, in order to determine which bid provides the greatest number of Alternate Areas within the specified funding amount.

#### **DISADVANTAGED BUSINESS ENTERPRISE GOAL**

The DBE Contract goal is 6%

#### **TRAINEES OR APPRENTICES**

The number of trainees or apprentices for this contract is 0. The project has 40 Working Days.

#### **PRE-BID MEETING**

A **mandatory** pre-bid meeting is scheduled for November 29, 2012, 10:00 AM at the offices of Tehama County Public Works, 9380 San Benito Ave, Gerber, CA. This meeting is to inform bidders and potential subcontractors of project requirements, arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small business participation. The County will also answer any questions pertaining to the Plans, Contract, and Specifications including the Additive Alternates and Alternate Bid Items, if any.

**Bids are required for the entire work described herein.**

#### **CONTRACTOR'S LICENSE CLASSIFICATION**

The contractor shall possess either a Class A OR C12 license at the time this contract is awarded. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

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

**OBTAINING OR INSPECTING CONTRACT DOCUMENTS**

The Project Bid Book and Construction Plans may be inspected at no cost at the Department’s offices, or copies of these documents may be obtained for a NONREFUNDABLE FEE OF \$ 50.00 PER SET including ½ size formatted on ”11 x 17” paper. Full size individual sheets are available at a cost of \$3.50 per sheet. These documents can be obtained from:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS  
9380 SAN BENITO AVENUE, GERBER, CALIFORNIA

Technical questions should be directed to the Office of the County Engineer, Radley Ott, Senior Civil Engineer, County of Tehama, Gerber, California, telephone (530) 385-1462 ex. 3009.

The successful bidder shall furnish a payment bond and a performance bond.

The County of Tehama affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

**FEDERAL AND CALIFORNIA PREVAILING WAGE REQUIREMENTS**

Federal minimum wage rates are not included in these specifications. They may be obtained at the Internet Web Site <http://www.wdol.gov/dba.aspx> A copy is also available at the Offices of Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035 If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

**PUBLIC CONTRACT CODE SECTION 22300**

Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by the County to ensure the performance of the Contract, the Contractor, may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300. Such securities shall be valued by the County Treasurer-Tax Collector, whose decision shall be final. Securities not listed under Public Contract Code Section 22300 or Government Code Section 16430 must be pre-qualified by the County Treasurer-Tax Collector before bid opening in order to be accepted by the County as security.

**BOARD OF SUPERVISORS COUNTY OF TEHAMA**

  
BY: Gary B. Antone, Director  
Department of Public Works

11-1-12  
Date:  
Advertisement #1 November 13, 2012  
Advertisement #2 November 21, 2012

## BID ITEM SECTION REFERENCE FOR CONSTRUCTION METHOD A

(Two Lift HMA Overlay with Asphalt Replacement and Geosynthetic Fabric)

BID ITEM LIST FOR ALTERNATE CONSTRUCTION METHOD A		
Section Reference	Item Description	Unit Measure
9	Mobilization	LS
12	Traffic Control	LS
13	Construction Site Management	LS
15	Salvage and Replace Asphalt Concrete Surfacing	CY
15	Cold Plane Asphalt Concrete	SY
39	Rumble Strip	LF
19	Shoulder Backing	TON
39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON
39	Paving Fabric Interlayer	SY
84	Thermoplastic Pavement Stripe	LF
85	Retroreflective Markers	EA
84	Thermoplastic Pavement Markings	SF

## BID ITEM SECTION REFERENCE FOR CONSTRUCTION METHOD B

(Cold In-Place Recycling with Single Lift HMA)

BID ITEM LIST FOR ALTERNATE CONSTRUCTION METHOD B		
Section Reference	Item Description	Unit Measure
9	Mobilization	LS
12	Traffic Control	LS
13	Construction Site Management	LS
15	Cold Plane Asphalt Concrete	SY
39	Rumble Strip	LF
19	Shoulder Backing	TON
84	Thermoplastic Pavement Stripe	LF
85	Retroreflective Markers	EA
84	Thermoplastic Pavement Markings	SF
30	Cold In-Place Recycling	TON
39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON

# STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. Applicable Revised Standard Plans (RSP) and New Standard Plans (NSP) indicated below are included in the project plans as individual Standard Plan sheets.

## **PLAN NO.            ABBREVIATIONS, LINES, SYMBOLS AND LEGEND**

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

## **PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS**

A20A            Pavement Markers and Traffic Lines, Typical Details  
A20B            Pavement Markers and Traffic Lines, Typical Details  
A20D            Pavement Markers and Traffic Lines, Typical Details  
A24B            Pavement Markings - Arrows and Symbols  
A24C            Pavement Markings - Symbols and Numerals  
A24D            Pavement Markings - Words  
A24E            Limit Line

For Reference Only- Not for the Purpose of Bidding

# SPECIAL PROVISIONS

## SECTION 1 GENERAL

### 1-1 PROJECT SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated 2010 and the Standard Plans dated 2010, of the Department of Transportation insofar as the same may apply, and these special provisions.

In case of conflict between the Standard Specifications and these Special Provisions, these Special Provisions shall take precedence over and shall be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 1, "General," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

### 1-2 ABBREVIATIONS

Refer to Section 1-1.06, "Abbreviations" of the Standard Specifications.

Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06

### 1-3 DEFINITIONS AND TERMS

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

**Alternate Areas** - Portions of roadway which may be added depending on the cost of bids for the Base Project and each Alternate Area.

**Alternative Construction Methods** – Refers to the two alternative construction methods that may be selected for this project; Method A- digouts and two lift HMA overlay with geosynthetic pavement reinforcing fabric interlayer and Method B Cold In-Place Recycling and single lift HMA overlay.

**County** - County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

**Bid Package** – Bid Book including Notice to Bidders, Bid Documents, Contract, Special Provisions and Project Plans.

**Contract Documents** – Refers collectively to the Contract, Special Provisions, Project Plans, Notice to Bidders, Bid Documents, and Standard Specifications.

**Contract Time** - Number of original working days as adjusted by any time adjustment.

**Day** – 24 consecutive hours running from midnight to midnight; calendar day.

**1. business day:** Day on the calendar except Saturday, Sunday or holiday.

**2. working day:** Time measure unit for work progress. A working day is any day except:

2.1. Saturday, Sunday and holiday.

2.2. Day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:

2.2.1. Adverse weather-related conditions that cause the Contractor to dismiss the crew.

2.2.2. Maintaining traffic under the Contract.

2.2.3. Engineer's direction to suspend the controlling activities for reasons unrelated to the

Contractor's performance.

- 2.2.4. Unanticipated event not caused by either party such as:
  - 2.2.4.1. Act of God
  - 2.2.4.2. Act of a public enemy.
  - 2.2.4.3. Epidemic.
  - 2.2.4.4. Fire.
  - 2.2.4.5. Flood.
  - 2.2.4.6. Governor-declared state of emergency.
  - 2.2.4.7. Landslide.
  - 2.2.4.8. Quarantine restriction.
- 2.2.5. Issue involving a third party, including:
  - 2.2.5.1. Industry or area-wide labor strike.
  - 2.2.5.2. Material shortage.
  - 2.2.5.3. Freight embargo.
  - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
  - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.

**Department or Department of Transportation** - Department of Public Works of the County of Tehama, California.

**Director or Director of Transportation** - The Board of Supervisors of the County of Tehama, California.

**Engineer** - The Director of Public Works of the County of Tehama, California, acting either directly or through duly authorized agents or consultants.

**Early Completion Time** - Difference in time between an early scheduled completion date and the Contract completion date.

**Highway** - Highway, roadway, street, avenue, lane, boulevard, or other public thoroughfare for vehicular traffic.

**Job Site Activities** – Work done within the physical limits of the Contract.

**Laboratory or Transportation Laboratory** - The established laboratory of the County of Tehama Department of Public Works or laboratories authorized by the County to test materials and work involved in the contract.

**Liquidated Damages** - The amount prescribed in the Special Provisions, pursuant to the authority of Government Code Section 53069.85 to be paid to the County of Tehama or to be deducted from any payments due or to become due the Contractor for each day of delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.

**Scheduled Completion Date:** Planned work completion date shown on the current schedule.

**Standard Specifications** – The 2010 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County of Tehama or its corresponding agency, office, or officer acting under this contract.

**State** - County of Tehama, California, a legal entity organized and existing in the State of California, where reference is made to the agency administering the Contract.

**State Contract Act** - All applicable provisions of the Public Contract Code (excluding Chapter 1, Division 2, Part 2, therein), Government Code, Labor Code, Civil Code, Business & Professions Code, as they apply to contracts with local public agencies, as defined in said codes. No provision of the Standard Specifications or these special provisions shall be construed as an election under Public Contract Code section 20396 to have this

project performed under the provisions of the State Contract Act. Individual provisions of the State Contract Act shall apply only as specifically referenced in these specifications or special provisions.

**State Highway Engineer** – The County Engineer of the County of Tehama, State of California

**Transportation Building – Sacramento** – Department of Public Works, County of Tehama State of California.

END OF SECTION

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## **SECTION 2 BIDDING**

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

### **2-1 BID DOCUMENTS**

#### **2-1. A GENERAL**

The first four paragraphs of Section 2-1.06A of the Standard Specifications shall not apply.

Sections 2-1.18 through 2-1.27 of the Standard Specifications shall not apply.

Bid Books and project contract documents may be obtained at the Tehama County Department of Public Works, 9380 San Benito Avenue, Gerber, California; refer to the Notice to Bidders for more information.

The Bid Documents are bound in a book together with the Notice to Bidders, special provisions, and contract. The project plans are a separate attachment. **Neither the Bid form nor any other portion of the said book shall be detached there from.** This includes all DBE related bid forms. The entire bound Bid Book shall be submitted at the time of bid opening.

#### **2-1. B DISADVANTAGED BUSINESS ENTERPRISES**

The bidder's attention is directed to the provisions in Section 2-1.12 of the Standard Specifications. Relevant forms are provided with the Bid Documents.

Delete "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 2-1.12B.

Delete U in UDBE at each occurrence in section 2-1.12B.

Replace the 2nd paragraph of section 2-1.12B(1) with: To ensure equal participation of DBEs provided in 49 CFR 26.5, the Department shows a goal for DBEs.

Delete the 3rd paragraph of section 2-1.12B(1):

Replace the 7th paragraph of section 2-1.12B(1) with: All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal.

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

#### **2-1. B.1 DBE COMMITMENT SUBMITTAL**

The first paragraph of Section 2-1.12B(2) "DBE Commitment Submittal" of the Standard Specification is changed to read; "If the form is not submitted with the bid, make a copy of the form before submitting your

bid.” Forms shall not be removed. The second sentence of the second paragraph is changed to read; “The DBE commitment form must be received by the Engineer no later than 4:00pm on the second business day after bid opening.

#### 2-1. B.2 GOOD FAITH EFFORT SUBMITTAL

The first paragraph of Section 2-1.12B(3) “Good Faith Efforts Submittal” of the Standard Specification is changed to read “Good Faith Efforts no later than 4:00pm on the second business day after bid opening”.

#### 2-1. B.3 DATA USED TO DETERMINE CONTRACT GOAL

To better serve bidder’s ability to meet the DBE contract goal and conduct searches for qualified firms, the County used a “Market Area” consisting Caltrans Districts 2 and 0 to search for DBE firms. Additionally, the County used the following Work Category Codes (WCC) to determine the contract goal; C1201- Traffic Control System, C1531- Plane Asphalt Concrete, C3990- Recycle Reclaim Asphalt Concrete, C4201 Groove & Grind Pavement, C8405- Thermoplastic Traffic Stripe & Marking.

This information is provided to help contractors with solicitation of qualified DBE firms, and in no way shall serve to limit the search effort or range of qualified DBE firms for this project. Contractors shall extend search parameters to solicit available firms if needed. For more information on how the County prepared the Contract Goal, please contact the Department.

#### 2-1. B.4 DBE / NON-DBE LISTING OF SUBCONTRACTORS

Pursuant to Title 49, Section 26.11 of the Code of Federal Regulations, the Contractor must provide information on the list of subcontractors (regardless of amount of work performed). This information is required at the time bids and due.

### 2-1. C ALTERNATIVE CONSTRUCTION METHODS

Each bidder must select one of two alternative “Construction Methods,” Method A or Method B. Refer to Section 4.3 of these Special Provisions for descriptions of each method. Bidders should note that the bid item list is separated into two sections representing the different Construction Methods; one is for construction Method A and one is for construction Method B. For example Bid Item “A.5” refers to “Cold Plane Asphalt Concrete” for construction Method A and “B.5” refers to “Rumble Strip” for construction Method B. Bidders should also notice that the additive Alternate Areas are set forth separately for each construction method. The additive Alternate Areas have the same physical limits for either construction method. Bidders shall fully complete one bid item list for ***either Method A or Method B, not both***. (Any bid listing both Construction Methods will be deemed non-responsive.) Refer to Section 3-2 “Contract Award” and Section 2-1 “Bid Documents” of these Special Provisions for how the lowest bid is determined.

### 2-1. D BID DOCUMENT COMPLETION

#### 2-1. D.1 GENERAL

Refer to Section 2-1.33 of the Standard Specification. Section 2-1.33A “General” is changed to remove the second and third paragraphs. In accordance with Public Contract Code § 4104 (a)(2)(B), the County requires a completed subcontractor list at the bid opening. An incomplete subcontractors list results in a non-responsive bid. Submittals after the bid opening will not be accepted.

#### 2-1. D.2 SUBCONTRACTORS LIST

Refer to Section 2-1.33C “Subcontractor List.” The second paragraph is changed to read; “The Subcontract List must show the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of work. Show work portions by bid item number, percent of bid items and value of work for each subcontractor required to perform listed work.

#### 2-1. D.3 REQUIRED ITEMS FOR BID

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contract. Incomplete submittal of bid documents will result in a non-responsive bid. **Neither the Bid form nor any other portion of the Bid Book shall be detached therefrom.**

2-1. D.3.a LIST OF REQUIRED ITEMS FOR BID

1. Bid Cover Page
2. Bid Item List
3. List of Subcontractors (if needed)
4. Local Agency Bidder DBE Commitment (Construction Contracts) Exhibit 15-G (Can be submitted as directed in Section 2-1. B.1)
5. Exhibit 15-H DBE Information—Good Faith Efforts (Can be submitted as directed in Section 2-1. B.2)
6. Bidder's List of Subcontractors (DBE and Non-DBE)- Part I & II
7. Equal Employment Opportunity Certification
8. Non-Lobbying Certification for Federal-Aid Contracts
9. Standard Form – LLL, “Disclosure of Lobbying Activities”, if needed. Refer to Section 7-5. B “FHWA-1273” Part XI of the Standard Provisions for more information.
10. Public Contract Code Statements and Questionnaire
11. Noncollusion Affidavit
12. Debarment and Suspension Certification
13. Bid Signature Page
14. Bidder's Security

**2-1. E BIDDER'S SECURITY**

The bidder's bond shall conform to the bond form following the Bid Signature page in these Special Provisions.

**2-1. F MANDATORY PREBID MEETING**

The Department will conduct a mandatory prebid meeting for this contract. Prebid meeting will be held on November 29, 2012, 10:00 AM. The purpose of the meeting is to:

- Describe and discuss the project.
- Provide DBE firms the opportunity to meet and interact with prospective bidders and increase their participation in the performance of contracts.
- Address any bidder questions or concerns for the project, including any addenda issued or pending.

Each bidder must attend the mandatory prebid meeting. The bidder's representative must be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties must attend the mandatory prebid meeting. The Department will not accept a bid from a bidder who did not attend the meeting.

A sign-up sheet is used to identify each prospective bidder. Each bidder is required to include the name and title of the company representative attending the mandatory prebid meeting. The Department may hold a single prebid meeting for more than one contract. Sign the sign-up sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-up sheet for each contract you intend to bid on.

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END OF SECTION

## SECTION 3 CONTRACT AWARD AND EXECUTION

### 3-1 GENERAL

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

Section 3-1.08 of the Standard Specifications shall not apply.

### 3-2 CONTRACT AWARD

#### 3-2. A BID PROTEST

Bid protests are to be delivered to the following address:

**DIRECTOR OF PUBLIC WORKS  
9380 SAN BENITO AVE., GERBER, CA 96035**

#### 3-2. A.1 BID PROTEST PROCEDURE

- a. The initial bid protest must be submitted in writing to the above address no later than 5PM of the 5th business day following bid opening.
  - i. The initial protest shall refer to both the Contract number and the specific portion of the document which forms the basis for the protest.
  - ii. The initial protest shall include the name, address, telephone number and signature of the person representing the protesting party.
  - iii. The party filing the initial protest shall concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest which may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- b. The protesting bidder shall submit to the Department a full and complete written statement specifying the grounds for the protest no later than 5 PM of the 5th business day following the submittal of the initial protest.
- c. The Department will issue a proposed decision on the protest. The final decision on any protest shall be made by the Tehama County Board of Supervisors prior to the award of the Contract. If the Board determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.
- d. The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of Bid protest and failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest or otherwise challenge the bid award, including filing a Government Code Claim or legal proceedings.

#### 3-2. B BID EVALUATION

This project is bid as a Base Project with several Alternate Areas which may be added depending on the cost of bids for the Base Project and each Alternate Area. Approximately **\$2 Million** is expected to be available for this project. Additionally, the County may use its discretion and supplement the budgeted amount with other available County funds. The specific funding amount upon which the contract will be awarded will be publicly disclosed by the County before the first bid is opened, and will be announced at the bid opening. The County will evaluate

all bids for this project based on the Base Project, followed by the Base Project plus an Alternate Area or combination of Alternate Areas, in order to determine which bid provides the greatest number of Alternate Areas within the specified Funding Amount.

The contract, if awarded, will be awarded to the responsive and responsible bidder who submitted the lowest bid, as determined by the method set forth in Public Contract Code section 20103.8, subdivision (c), which provides that:

The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

Bids will be evaluated to determine the lowest bidder in the following manner: Bids will be compared starting with the BASE BID. If the BASE BID is less than the specified Funding Amount, then BASE BID plus additive Alternate Area "1.1" will be compared. This process will continue by adding additive Alternate Areas in the following order until the specified Funding Amount is utilized to the maximum extent:

Alternate Areas "1.1" through "2.21" in numeric order;

The Lowest Bidder will be determined as the contractor who has the lowest price of the BASE BID or the BASE BID plus additive Alternate Areas within the specified amount of funding, without regard to which construction method the Bidder has selected.

### **3-3 CONTRACT BONDS**

The provisions of Section 3-1.05 of the Standard Specifications shall not apply.

The successful bidder shall furnish two bonds for the contract. As required under Section 9550 of the Civil Code, the successful bidder shall furnish a Payment Bond; provided that the bond shall be in the amount of one-hundred percent (100%) of the contract price to guarantee the payment of claims of laborers, mechanics, or material men employed to work under the contract.

In addition, the bidder shall furnish a Performance Bond in the amount of one-hundred percent (100%) of the contract price to guarantee the faithful performance of the contract.

All alterations, extensions of time, extra and additional work, and other changes authorized by these specifications or any part of the contract may be made without securing the consent of the surety or sureties on the contract bonds.

Bond forms are provided with the Contract Documents.

### **3-4 DBE INFORMATION FORM**

A "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form is included in the Bid Book to be executed by the successful bidder. The purpose of the form is to collect data required under 49 CFR 26. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

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

The successful bidder is to provide written confirmation from each DBE that the DBE is participating in the contract. A copy of a DBE's quote serves as written confirmation that the DBE is participating in the contract.

If a DBE is participating as a joint venture partner, the successful bidder is to submit a copy of the joint venture agreement.

The "Local Agency Bidder-DBE Information (Construction Contracts), Exhibit 15-G" form shall be completed and returned to the Agency by the successful bidder with the executed contract and contract bonds. Contract Execution

### **3-5 CONTRACT EXECUTION**

The provisions of Section 3-1.18, "Contract Execution" of the Standard Specifications shall be changed to read as follows:

The successful bidder must sign the Contract form included in the Bid Book.

After Award of the Contract by the County, the Engineer will issue a "Notice of Award", which includes applicable contract documents. Upon Receipt of the Notice of Award, deliver to the Engineer:

1. Signed Contract form
2. Contract bonds
3. Documents identified in section 3-1.07
4. Payee Data Record
5. For a federal-aid contract, Caltrans Bidder - DBE Information form

The Engineer must receive these documents before the 10<sup>th</sup> business day after the bidder receives the contract.

Executed contract documents shall be delivered to the following address:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS  
9380 SAN BENITO AVE. GERBER, CA 96035

The bidder's security may be forfeited for failure to execute the contract within the time specified.

### **3-6 BIDDER'S SECURITIES**

The provisions of Section 3-1.19, "Bidders' Securities" of the Standard Specifications shall be changed to read as follows:

Failure of the lowest responsible bidder, the second lowest responsible bidder, or the third lowest responsible bidder to execute the contract as required in Section 3-5, "Contract Execution," within 10 business days of receiving the contract for execution shall be just cause for the forfeiture of the Bid guaranty. The successful bidder may file with the Department a written notice, signed by the bidder or the bidder's authorized representative, specifying that the bidder will refuse to execute the contract if it is presented. The filing of this notice shall have the same force and effect as the failure of the bidder to execute the contract and furnish acceptable bonds within the time specified.

END OF SECTION

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## SECTION 4 SCOPE OF WORK

### 4-1 GENERAL

The bidder's attention is directed to the provisions in Section 4, "Scope of Work" of the Standard Specifications and these special provisions for the requirements and conditions concerning scope of work.

### 4-2 LOCATION OF WORK

From 0.06 Mile South of Finnell Avenue to Gyle Road and from Flores Avenue to Reno Avenue, Tehama County, California.

### 4-3 DESCRIPTION OF WORK

#### 4-3. A GENERAL

Rehabilitation and HMA overlay of portions of 99W. Bidder must select one of two alternative construction methods; "Method A" (digouts and reinforcing fabric) OR "Method B" (cold in-place recycling). Work also includes new pavement striping and markings.

##### 4-3. A.1 ALTERNATIVE CONSTRUCTION METHOD A

Alternative Construction Method A includes salvaging and replacing asphalt concrete or "digouts" in areas with failure as determined by the Engineer (see Section 15-1 "Salvage and Replace Asphalt Concert Surfacing") and installing Geosynthetic Pavement Reinforcing Fabric (see Section 88 "Geosynthetics") between two lifts of HMA totaling 0.25' in depth (see Section 39 "Hot Mix Asphalt").

##### 4-3. A.2 ALTERNATIVE CONSTRUCTION METHOD B

Alternative Construction Method B consists of milling the existing asphalt concrete as shown, mixing the cold milled material with emulsified recycling agent and other additives as needed, spreading and compacting the recycled mixture (see Section 30-1 "Cold In-Place Recycling") and overlaying the recycled surface with a single lift of HMA totaling 0.20' in depth (see Section 39 "Hot Mix Asphalt").

### 4-4 CONTRACT DOCUMENTS PROVIDED TO CONTRACTOR

The Engineer will furnish to the Contractor, upon request and free of charge, two copies of Contract Documents. Additional copies of Contract Documents or Plans may be obtained upon request by paying appropriate costs for reproduction.

### 4-5 CHANGE ORDERS - GENERAL

The provisions of Section 4-1.05A, "General" of the Standard Specifications shall be changed to read as follows:

The Department may make changes within the scope of work and add extra work, subject to the limitations of Section 20395, subdivision (d) of the Public Contract Code. 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 Department signs the Change Order.

Until the Department approves a Change Order, continue to perform the work under the Contract. If ordered in writing by the Engineer, you shall proceed with the work so ordered prior to actual receipt of an approved contract change order therefor. In those cases, the Engineer will, as soon as practicable, issue an approved contract change order for the ordered work.

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.

#### **4-6 WORK CHARACTER CHANGES**

The provisions of Section 4-1.05B, "Work Character Changes" of the Standard Specifications shall be changed to read as follows:

The Department may, in its sole discretion, issue a Change Order to adjust the unit price for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based; and
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications.

#### **4-7 DIFFERING SITE CONDITIONS**

The provisions of Section 4-1.06, "Differing Site Conditions" of the Standard Specifications shall be changed to read as follows:

##### **4-7. A SUBSURFACE CONDITIONS**

In the event the work hereunder requires digging trenches or excavation deeper than four (4) feet, the Contractor shall promptly, and before the following conditions are disturbed, notify the Department by written notice of:

1. 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.
2. Subsurface or latent physical conditions at the site differing from those indicated.
3. Unknown physical conditions at the site of an unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract.

Upon such notification, the Department shall 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 Standard Specifications and these Special Provisions.

In the event that a dispute arises between the Department and the Contractor whether the conditions do materially so 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 contract, but shall proceed with all work to be performed under this Contract. 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 contracting parties.

##### **4-7. B OTHER CONDITIONS**

With respect to differing site conditions, other than those to which Section 4-7.A applies, the following procedures shall apply:

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 the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

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

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.

END OF SECTION

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For Reference Only- Not for the Purpose of Bidding

## **SECTION 5 CONTROL OF WORK**

### **5-1 GENERAL**

The bidder's attention is directed to the provisions in Section 5 "Control of Work" of the Standard Specifications and these Special Provisions.

Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:

and 100 or more working days

Add to the list in the 4th paragraph of section 5-1.09A:

9. Considering discussing with and involving all stakeholders in evaluating potential VECs

Add to the end of item 1.1 in the list in the 7th paragraph of section 5-1.09A:

, including VECs

Sections 5-1.13C and 5-1.13D of the Standard Specifications shall not apply and are deleted.

### **5-2 RECORDS**

Section 5-1.27E "Change Order Bills" of the Standard Specifications is amended to delete any reference to on-line or "internet change order billing system". Change order bills shall be submitted hard copy and shall adhere to Section 5-1.23 "Submittals" of the Standard Specifications

### **5-3 SUBCONTRACTING**

#### **5-3. A DISADVANTAGED BUSINESS ENTERPRISE**

Refer to Section 5-1.13B, "Disadvantaged Business Enterprise" of the Standard Specifications.

Replace the 1st and 2nd sentences in the 7th paragraph of section 5-1.13B(1) with: 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.

Replace "90" in the last sentence of the 7th paragraph of section 5-1.13B(1) with: 30

Replace "Underutilized" in "Underutilized Disadvantaged Business Enterprises" in the heading of section 5-1.13B(2) with: "Performance of"

Delete U in UDBE at each occurrence in section 5-1.13B(2).

Replace the 3rd paragraph of section 5-1.13B(2) with: Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Department.

Replace item 6 in the list in the 4th paragraph of section 5-1.13B(2) with:

6. Listed DBE is ineligible to work on the project because of suspension or debarment.

Add to the list in the 4th paragraph of section 5-1.13B(2):

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. Department determines other documented good cause.

Add between the 4th and 5th paragraphs of section 5-1.13B(2):

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the 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 DBEs to you regarding the request

Add between "terminated" and ", you" in the 5th paragraph of section 5-1.13B(2):  
or substituted

In addition to the provisions in Section 5-1.13B of the Standard Specifications, the following forms and respective instructions are provided for reference:

For Reference Only- Not for the Purpose of Bidding

5-3. A.1 DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE, EXHIBIT 17-O

CP-CEM-2403(F) (New. 10/99) STATE OF CALIFORNIA – DEPARTMENT OF TRANSPORTATION

CONTACT NUMBER	COUNTY	ROUTE	POST MILES	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR			BUSINESS ADDRESS		ESTIMATED CONTRACT AMOUNT

Prime Contractor: List all DBEs with changes in certification status (certified/decertified) while in your employ, whether or not firms were originally listed for good credit  
 Attach DBE certification/Decertification letter in accordance with the Special Provisions.

CONTRACT ITEM NO.	SUBCONTRACT NAME AND BUSINESS ADDRESS	BUSINESS PHONE	CERTIFICATION NUMBER	AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE Letter attached
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

Comments:

**I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

CONTRACTOR REPRESENTATIVE SIGNATURE	TITLE	BUSINESS PHONE NUMBER	DATE
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**TO THE BEST OF MY KNOWLEDGE, THE ABOVE INFORMATION IS COMPLETE AND CORRECT**

RESIDENT ENGINEER	BUSINESS PHONE NUMBER	DATE
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DISTRIBUTION Original copy -DLAE  
 Copy -1) Business Enterprise Program 2) Prime Contractor 3) Local Agency 4) Resident Engineer 12-12-11

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CHANGE IN CERTIFICATION STATUS REPORT**

The top of the form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Estimated Contract Amount. It requires the Prime Contractor's name and Business Address. The focus of the form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a changed in Certification status during the course of the completion of the contract. The two situations that are being addressed by CP-CEM 2403(F) are, if a firm certified as a DBE and doing work on the contract during the course of the project becomes Decertified, and if a non-DBE firm doing work on the contract during the course of the project becomes Certified as a DBE.

The form has a column to enter the Contract Item No (or Item Nos.) as well as a column for the Subcontractor's Name, Business Address, Business Phone, and contractor's Certification Number.

The column entitled Amount Paid While Certified will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the time period they are Certified as a DBE. This column on the CP-CEM-2403(F) should only reflect the dollar value of work performed while the firm was Certified as a DBE.

The column called Certification/Decertification Date (Letter attached) will reflect either the date of the Decertification Letter sent out by the Civil Rights Program or the date of the Certification Certificate mailed out by the Civil Rights Program. There is a box to check that support documentation is attached to the CP-CEM-2403 (F) form.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.

There is a Comments section for any additional information that may need to be provided regarding any of the above transactions.

The CEM-2403(F) has an area at the bottom where the Contractor and the Resident Engineer sign and date that the information provided is complete and correct.



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

CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has two columns for the dollar value to be entered for the item work performed by the subcontractor.

- The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.
- The DBE column is used to enter the dollar value of work performed for firms who are certified DBE. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

### 5-3. A.3 MONTHLY DBE TRUCKING VERIFICATION

The Monthly DBE Trucking Verification form may be found online at <http://www.dot.ca.gov/hq/construc/forms/CEM2404F.pdf>.

### 5-4 CONSTRUCTION SURVEYING

Refer to Section 5-1.26, "Construction Surveys" of the Standard Specifications. The Department will furnish stakes every 100' more or less as needed for horizontal control.

### 5-5 CONSTRUCTION LIMITS

The Contractor shall confine his operations to designated property, road rights-of-way, existing easements, or as identified and designated on the Plans. Any encroachment onto lands outside of these aforementioned areas will require the contractor to supply, in writing, an agreement which shows a right-of-entry, temporary construction easement, proof of ownership or other form of right to use such land(s) PRIOR to the encroachment or use of such lands. Contractor shall also acknowledge, understand and comply with the limitations of activities relating to the approved CEQA and NEPA environmental documents which may limit scope of impacts. Failure to comply with the provisions for construction limits shall result in the immediate suspension of all work until the provisions have been met.

### 5-6 VANDALISM

The Contractor is responsible for the protection of the entire jobsite, including protecting the fresh concrete against vandalism and damage. Any damaged concrete will be repaired or replaced as determined by the Engineer. Any additional security measures required to protect against vandalism will be included in the respective individual items and no additional compensation will be allowed.

Full compensation for vandalism control shall be considered as included in the contract price paid for the various items of work and no additional compensation will be allowed therefor.

### 5-7 PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS - AFTER AWARD

The provisions of Section 5-1.20B(3), "After Award" of the Standard Specifications shall be changed to read as follows:

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor. Unless otherwise specified by the Engineer in writing, all after-award PLACs are to be obtained by the Contractor.

To make a change to an after-award PLAC obtained by the Department, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

Obtain those PLACs to be issued to you and pay fees and costs associated with obtaining them. Submit copies of Contractor-obtained after-award PLACs for review.

### 5-8 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Section 5-1.43(E) "Alternative Dispute Resolution" of the Standard Specifications is deleted and shall be replaced as follows:

#### 5-8. A POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Section 5-1.43E(2) "Dispute Resolution Advisor" and 5-1.43E(3) "Dispute Resolution Board" of the Standard Specifications shall be modified as follows:

##### 5-8. A.1 GENERAL

Section 5-8, "Potential Claims and Dispute Resolution," applies to a contract with 100 or more working days. In the Dispute Resolution Advisor Agreement and in the Dispute Review Board Agreement, interpret a reference to the special provisions as a reference to the Standard Specifications. In the Dispute Review Board Agreement,

replace "Proposal and Contract" with "Bid book." Where the section title does not match the section number for a reference, refer to the referenced title.

#### 5-8. A.2 DISPUTE RESOLUTION ADVISOR

Section 5-8. A.2, "Dispute Resolution Advisor," applies to a contract from \$3 million to \$10 million. A dispute resolution advisor, hereinafter referred to as "DRA", is chosen by the Department and the Contractor to assist in the resolution of disputes. The DRA is a part of the contract administrative claims process as specified in the provisions in Section 5-1.43A-D, of the Standard Specifications. The DRA shall not serve as a substitute for filing a protest or a notice of potential claim.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval. The Department and the Contractor shall each propose 3 potential DRA candidates. Each potential candidate shall provide the Department and the Contractor with their disclosure statement. The disclosure statement shall include a resume of the potential candidate's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract.

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates. The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

If DRA needs outside technical services, technical services shall be preapproved by both the Department and the Contractor.

DRA recommendations are nonbinding.

The Contractor shall not use the DRA for disputes between subcontractors or suppliers that have no grounds for a lawsuit against the Department.

DRA replacement is selected in the same manner as the original selection. The appointment of a replacement DRA will begin promptly upon determination of the need for replacement. The Dispute Resolution Advisor Agreement shall be amended to reflect the change of the DRA.

Failure of the Contractor to participate in selecting DRA will result in the withhold of 25 percent of the estimated value of all work performed during each estimate period that the Contractor fails to comply. DRA withholds will be released for payment on the next monthly progress payment following the date that the Contractor has provided assistance in choosing the DRA and no interest will be due the Contractor.

The State and the Contractor shall bear the costs and expenses of the DRA equally.

The DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting either at the start of the project or for a dispute. A member serving on more than one State DRA or Dispute Review Board, regardless the number of meetings per day shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel, and incidentals for each day or portion thereof that the DRA is at an authorized DRA meeting.

No additional compensation will be made for time spent by the DRA to review and research activities outside the official DRA meetings unless that time, such as time spent evaluating and preparing recommendations on specific issues presented to the DRA, has been specifically agreed to in advance by the State and Contractor. Time away from the project that has been specifically agreed to in advance by the Department and the Contractor will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services.

The State will provide conference facilities for DRA meetings at no cost to the Contractor.

The Contractor shall make direct payments to the DRA for participation in authorized meetings and approved hourly rate charges from invoices submitted.

The State will reimburse the Contractor for the State's share of the costs.

There will be no markups applied to expenses associated with the DRA, either by the DRA or by the Contractor when requesting payment of the State's share of DRA expenses. Regardless of the DRA recommendation, neither party will be entitled to reimbursement of DRA costs from the other party.

The Contractor shall submit extra work bills and include invoices with original supporting documents for reimbursement of the State's share.

The cost of technical services will be borne equally by the State and Contractor. There will be no markups for these costs.

The "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and the DRA shall be in substantially the following form:

For Reference Only- Not for the Purpose of Bidding

**DISPUTE RESOLUTION ADVISOR AGREEMENT**

\_\_\_\_\_  
(Contract Identification)

Contract No. \_\_\_\_\_

**THIS DISPUTE RESOLUTION ADVISOR AGREEMENT, hereinafter called "AGREEMENT"**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," \_\_\_\_\_ hereinafter called the "CONTRACTOR," and \_\_\_\_\_, the Dispute Resolution Advisor, hereinafter called the "DRA." .

WITNESSETH, that

WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and

WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRA to assist in resolving disputes; and

WHEREAS, the DRA is composed of one person, chosen by the CONTRACTOR and the STATE;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRA hereto agree as follows:

**SECTION I DESCRIPTION OF WORK**

To assist in the timely resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRA. The DRA is to fairly and impartially consider disputes placed before it and provide recommendations for resolution of these disputes to the parties. The DRA shall provide recommendations based on the facts related to the dispute, the contract and applicable laws and regulations. The DRA shall perform the services necessary to participate in the DRA's actions as designated in Section III, Scope of Work.

**SECTION II DRA QUALIFICATIONS**

DRA shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation. In addition, it is desirable for the DRA to have served on several State Dispute Review Boards (DRB).

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

DRA shall fully disclose all direct or indirect professional or personal relationships with all key members of the contract.

**SECTION III SCOPE OF WORK**

The Scope of Work of the DRA includes, but is not limited to, the following:

**A. PROCEDURES**

The DRA shall meet with the parties at the start of the project to establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRA established procedures shall only be implemented upon approval by the parties. Subsequent meetings shall be held only to hear disputes between the parties.

The DRA shall not meet with, or discuss contract issues with individual parties.

State shall provide the DRA with the contract and all written correspondence regarding the dispute between the parties and, if available, the Contractor's supplemental notice of potential claim, and the Engineer's response to the supplemental notice of potential claim.

The parties shall not call the DRA who served on this contract as a witness in proceedings, which may arise from this contract.

The DRA shall have no claim against the STATE or the CONTRACTOR, or both, from claimed harm arising out of the parties' evaluations of the DRA's opinions.

## **B. DISPUTE MEETING**

The term "dispute meeting" as used in this subsection shall refer to both the informal and traditional dispute meeting processes, unless otherwise noted.

If the CONTRACTOR requests a dispute meeting with the DRA, the Contractor must simultaneously notify the STATE. Upon being notified of the need for a dispute meeting, the DRA shall review and consider the dispute. The DRA shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

Dispute meetings shall be conducted at any location that would be convenient and provide required facilities and access to necessary documentation.

Only the STATE's Resident Engineer or Area Construction Engineer and the CONTRACTOR's or subcontractor's, if the dispute involves a subcontractor, Superintendent or Project Manager may present information at a dispute meeting. There shall be no participation of persons who are not directly involved in the contract or who do not have direct knowledge of the dispute. The exception to this is technical services, as described below:

The DRA, with approval of the parties, may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the two parties as specified in an approved contract change order. The CONTRACTOR shall not be entitled to markups for the payments made for these services.

At the dispute meeting the DRA may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation.

However, the DRA shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRA questions and requests.

There shall be no testimony under oath or cross-examination, during DRA dispute meetings. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRA in conformance with the rules and regulations established at the first meeting between the DRA and parties. These established rules and regulations need not comply with prescribed legal laws of evidence.

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRA as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered.

### **1. TRADITIONAL DISPUTE MEETING:**

The following procedure shall be used for the traditional dispute meeting:

a. Within 5 days, after receiving the STATE's written response to the CONTRACTOR's supplemental notice of potential claim, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.

b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.

c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.

d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.

e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.

f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.

g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

## **2. INFORMAL DISPUTE MEETING**

An informal dispute meeting shall be convened, only if, the parties and the DRA agree that this dispute resolution process is appropriate to settle the dispute.

The following procedure shall be used for the informal dispute meeting:

a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.

b. After the dispute meeting has concluded; the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.

c. The DRA then verbally delivers its recommendation with findings to the parties.

d. After the recommendation is presented, the parties may ask for clarifications.

e. Occasionally the DRA on complex issues may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.

f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.

g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.12, "Dispute Resolution Advisor," of the Special Provisions or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

## **SECTION IV TIME FOR BEGINNING AND COMPLETION**

Once established, the DRA shall be in operation until the day the Director accepts the contract. The DRA shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE or as agreed to by the parties.

## **SECTION V PAYMENT**

DRA shall be compensated at an agreed rate of \$1,500 per day for time spent per meeting, either at the start of the project or for a dispute. A member serving on more than one State DRA or DRB, regardless the number of meetings per day, shall not be paid more than the agreed rate per day. The agreed rate shall be considered full compensation for onsite time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof that the DRA is at an authorized DRA meeting. No additional compensation will be made for time spent by DRA to review and research activities outside the official DRA meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRA), has been specifically agreed to in advance by the parties. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$150 per hour. The agreed amount of \$150 per hour shall include all incidentals including expenses for telephone, fax, and computer services. The State will provide administrative services such as conference facilities to the DRA.

### **A. PAYMENT PROCESSING**

CONTRACTOR shall make direct payments to DRA for their participation in authorized meetings and approved hourly rate charges, from invoices submitted by the DRA, and technical services.

DRA may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRA until the amount and extent of those fees are approved by the STATE and CONTRACTOR.

### **B. INSPECTION OF COSTS RECORDS**

DRA and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

## **SECTION VI ASSIGNMENT OF TASKS OF WORK**

DRA shall not assign the work of this AGREEMENT.

## **SECTION VII TERMINATION OF A DRA MEMBER**

DRA may resign after providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. The DRA may be terminated, by either party, for failing to fully comply at all times with all required employment or financial disclosure conditions of DRA membership in conformance with the terms of the contract and this AGREEMENT. Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and the DRA.

## **SECTION VIII LEGAL RELATIONS**

The parties hereto mutually understand and agree that the DRA in the performance of duties is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRA from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRA.

## **SECTION IX CONFIDENTIALITY**

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRA, which documents and records are marked "Confidential - for use by the DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA findings and recommendations; that such documents and records will not be utilized or revealed

to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRA. The parties understand that such documents shall not be discoverable, in accordance with Evidence Code sections 1115 et seq. and/or 1152.

**SECTION X DISPUTES**

Disputes between the parties arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between the parties or through the administrative process provided in the contract shall be resolved in a court of competent jurisdiction within the County of Tehama. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in a court of competent jurisdiction within the County of Tehama.

**SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including the DRA, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

**SECTION XII FEDERAL REVIEW AND REQUIREMENTS**

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRA in progress, except for private meetings or deliberations of the DRA. Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

**SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRA

By: \_\_\_\_\_

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

CONTRACTOR

CALIFORNIA STATE DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

For Reference Only- Not for the Purpose of Bidding

## **5-8. B DISPUTE REVIEW BOARD**

Section 5-8. B, "Dispute Review Board," applies to a contract over \$10 million.

### **5-8. B.1 GENERAL**

To assist in the resolution of disputes or potential claims arising out of the work of this project, a Dispute Review Board, hereinafter referred to as the "DRB," shall be established by the Engineer and Contractor cooperatively upon approval of the contract. The DRB is intended to assist the contract administrative claims resolution process as specified in the provisions in Section 9-1.04, "Notice of Potential Claim," and Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications and these special provisions. The DRB shall not serve as a substitute for provisions in the specifications in regard to filing potential claims. The requirements and procedures established in this section shall be a prerequisite to filing a claim, filing for litigation prior or subsequent to project completion.

The DRB shall be utilized when dispute or potential claim resolution at the project level is unsuccessful. The DRB shall function as specified herein until the day of acceptance of the contract, at which time the work of the DRB will cease except for completion of unfinished reports. No DRB dispute meetings shall take place later than 30 days prior to acceptance of contract. After acceptance of contract, disputes or potential claims which have followed the dispute resolution processes of the Standard Specifications and these special provisions, but have not been resolved, shall be stated or restated by the Contractor, in response to the Proposed Final Estimate within the time limits provided in Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. The State will review those claims in conformance with the provisions in Section 9-1.07B of the Standard Specifications. Following the adherence to and completion of the contractual administrative claims procedure, the Contractor may initiate litigation in a court of competent jurisdiction within the County of Tehama.

Disputes, as used in this section, shall include differences of opinion, properly noticed as provided hereinafter, between the State and Contractor on matters related to the work and other subjects considered by the State or Contractor, or by both, to be of concern to the DRB on this project, except matters relating to Contractor, subcontractor or supplier potential claims not actionable against the Department as specified in these special provisions or quantification of disputes for overhead type expenses or costs. Disputes for overhead type expenses or costs shall conform to the requirements of Section 9-1.07B, "Final Payment and Claims," of the Standard Specifications. Whenever the term "dispute" or "disputes" is used herein, it shall be deemed to include potential claims as well as disputes.

The DRB shall serve as an advisory body to assist in the resolution of disputes between the State and the Contractor, hereinafter referred to as the "parties." The DRB shall consider disputes referred to it, and furnish written reports containing findings and recommendations pertaining to those disputes, to the parties to aid in resolution of the differences between them. DRB findings and recommendations are not binding on the parties.

#### **5-8. B.1.a SELECTION PROCESS, DISCLOSURE AND APPOINTMENTS**

The DRB shall consist of one member selected by the State and approved by the Contractor, one member selected by the Contractor and approved by the State, and a third member selected by the first 2 members and approved by both the State and the Contractor. The third member shall act as the DRB Chairperson.

DRB members shall be especially knowledgeable in the type of construction and contract documents potentially anticipated by the contract. DRB members shall discharge their responsibilities impartially as an independent body, considering the facts and circumstances related to the matters under consideration, pertinent provisions of the contract and applicable laws and regulations.

The State and the Contractor shall nominate and approve DRB members in conformance with the terms and conditions of the Dispute Review Board Agreement and these special provisions, within 45 days of the approval of the contract. Each party shall provide written notification to the other of the name of their selected DRB nominee along with the prospective member's complete written disclosure statement.

Disclosure statements shall include a resume of the prospective member's experience and a declaration statement describing past, present, anticipated, and planned relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the parties involved in this construction contract, including but not limited to, relevant subcontractors or suppliers to the parties, parties' principals, or parties' counsel. DRB members shall also include a full disclosure of close professional or personal relationships with all key members of the contract. Objections to nominees must be based on a specific breach or violation of nominee responsibilities or on nominee qualifications under these provisions unless otherwise specified. The Contractor or the State may, on a one-time basis, object to the other's nominee without specifying a reason and this person will not be selected for the DRB. Another person shall then be nominated within 15 days.

The first duty of the State and Contractor selected members of the DRB shall be to select and recommend a prospective third DRB member to the parties for final selection and approval. The first 2 DRB members shall proceed with the selection of the third DRB member immediately upon receiving written notification from the State of their selection, and shall provide their recommendation simultaneously to the parties within 15 days of the notification.

The first 2 DRB members shall select a third DRB member subject to mutual approval of the parties or may mutually concur on a list of potentially acceptable third DRB members and submit the list to the parties for final selection and approval of the third member. The goal in the selection of the third member is to complement the professional experience of the first 2 members and to provide leadership for the DRB's activities.

The third prospective DRB member shall supply a full disclosure statement to the first 2 DRB members and to the parties prior to appointment.

An impasse shall be considered to have been reached if the parties are unable to approve a third member within 15 days of receipt of the recommendation of the first 2 DRB members, or if the first 2 DRB members are unable to agree upon a recommendation within their 15 day time limit. In the event of an impasse in selection of third DRB member the State and the Contractor shall each propose 3 candidates for the third DRB member position. The parties shall select the candidates proposed under this paragraph from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 (commencing with Section 10245) of the State Contract Act. The first 2 DRB members shall then select one of the 6 proposed candidates in a blind draw.

No DRB member shall have prior direct involvement in this contract. No member shall have a financial interest in this contract or the parties thereto, within a period of 6 months prior to award of this contract or during the contract, except as follows:

- A. Compensation for services on this DRB.
- B. Ownership interest in a party or parties, documented by the prospective DRB member, that has been reviewed and determined in writing by the State to be sufficiently insignificant to render the prospective member acceptable to the State.
- C. Service as a member of other Dispute Review Boards on other contracts.
- D. Retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.
- E. The above provisions apply to parties having a financial interest in this contract, including but not limited to contractors, subcontractors, suppliers, consultants, and legal and business services.

The Contractor or the State may reject any of the 3 DRB members who fail to fully comply at all times with all required employment and financial disclosure conditions of DRB membership as described in the Dispute Review Board Agreement and as specified herein. A copy of the Dispute Review Board Agreement is included in this section.

The Contractor, the State, and the 3 members of the DRB shall complete and adhere to the Dispute Review Board Agreement in administration of this DRB within 15 days of the parties' concurrence in the selection of the third member. No DRB meeting shall take place until the Dispute Review Board Agreement has been signed by all parties. The State authorizes the Engineer to execute and administer the terms of the Agreement. The person(s) designated by the Contractor as authorized to execute contract change orders shall be authorized to execute and administer the terms of this agreement, or to delegate the authority in writing. The operation of the DRB shall be in conformance with the terms of the Dispute Review Board Agreement.

5-8. B.1.b COMPENSATION

The State and the Contractor shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time, (such as time spent evaluating and preparing recommendations on specific issues presented to the DRB), has been specifically agreed to in advance by the State and Contractor. Time away from the project, which has been specifically agreed to in advance by the parties, will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the Department, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The State will provide, at no cost to the Contractor, administrative services such as conference facilities and secretarial services to the DRB. These special provisions and the Dispute Review Board Agreement state the provisions for compensation and expenses of the DRB. DRB members shall be compensated at the same daily and hourly rate. The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The State will reimburse the Contractor for the State's share of the costs. There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the State's share of DRB expenses. Regardless of the DRB recommendation, neither party shall be entitled to reimbursement of DRB costs from the other party.

5-8. B.1.c REPLACEMENT OF DRB MEMBERS

Service of a DRB member may be terminated at any time with not less than 15 days notice as follows:

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor appointed members for the removal of the third member.
- D. Upon resignation of a member.
- E. The State or Contractor may terminate the service of any member who fails to fully comply with all required employment and financial disclosure conditions of DRB membership.

When a member of the DRB is replaced, the replacement member shall be appointed in the same manner as the replaced member was appointed. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement and shall be completed within 15 days. Changes in either of the DRB members chosen by the 2 parties will not require re-selection of the third member, unless both parties agree to such re-selection in writing. The Dispute Review Board Agreement shall be amended to reflect the change of a DRB member.

5-8. B.1.d OPERATION

The following procedure shall be used for dispute resolution:

- A. If the Contractor objects to any decision, act or order of the Engineer, the Contractor shall give written notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and these special provisions, including the provision of applicable cost documentation; or file written protests or notices in conformance with the provisions in the Standard Specifications and these special provisions.
- B. The Engineer will respond, in writing, to the Contractor's written supplemental notice of potential claim within 20 days of receipt of the notice.
- C. Within 15 days after receipt of the Engineer's written response, the Contractor shall, if the Contractor still objects, file a written reply with the Engineer, stating clearly and in detail the basis of the objection.
- D. Following an objection to the Engineer's written response, the Contractor shall refer the dispute to the DRB if the Contractor wishes to further pursue the objection to the Engineer's decision. The Contractor shall make the referral in writing to the DRB, simultaneously copied to the State, within 21 days after receipt of the written response from the Engineer. The written dispute referral shall describe the disputed matter in individual discrete segments so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- E. By failing to submit the written notice of referral to the DRB, within 21 days after receipt of the Engineer's written response to the supplemental notice of potential claim, the Contractor waives future claims and litigation on the matter in contention.
- F. The Contractor and the State shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- G. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties. The DRB shall determine the time and location of the DRB dispute meeting, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of a timely hearing of the dispute.
- H. [Omitted.]
- I. [Omitted.]
- J. The DRB shall furnish a report, containing findings and recommendations as described in the Dispute Review Board Agreement, in writing to both the State and the Contractor. The DRB may request clarifying information of either party within 10 days after the DRB dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request. The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the DRB dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of both parties. The report shall include the facts and circumstances related to the matters under consideration, pertinent provisions of the contract, applicable laws and regulations, and actual costs and time incurred as shown on the Contractor's cost accounting records. The DRB shall make recommendations on the merit of the dispute and, if appropriate, recommend guidelines for determining compensation.

K. Within 30 days after receiving the DRB's report, both the State and the Contractor shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.

L. The DRB's recommendations, stated in the DRB's reports, are not binding on either party. Either party may seek a reconsideration of a recommendation of the DRB. The DRB shall only grant a reconsideration based upon submission of new evidence and if the request is submitted within the 30-day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.

M. If the State and the Contractor are able to resolve their dispute with the aid of the DRB's report, the State and Contractor shall promptly accept and implement the recommendations of the DRB. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

N. The State or the Contractor shall not call DRB members who served on the DRB for this contract as witnesses in proceedings which may arise from this contract, and all documents created by the DRB shall be inadmissible as evidence in subsequent proceedings, except the DRB's final written reports on each issue brought before it.

O. The State and Contractor shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

P. The DRB members shall have no claim against the State or the Contractor, or both, from claimed harm arising out of the parties' evaluations of the DRB's report.

#### Disputes Involving Subcontractor Potential Claims

For purposes of this section, a "subcontractor potential claim" shall include any potential claim by a subcontractor (including also any pass through potential claims by a lower tier subcontractor or supplier) against the Contractor that is actionable by the Contractor against the Department which arises from the work, services, or materials provided or to be provided in connection with the contract. If the Contractor determines to pursue a dispute against the Department that includes a subcontractor potential claim, the dispute shall be processed and resolved in conformance with these special provisions and in conformance with the following:

A. The Contractor shall identify clearly in submissions pursuant to this section, that portion of the dispute that involves a subcontractor potential claim or potential claims.

B. The Contractor shall include, as part of its submission pursuant to Step D above, a certification (False Claims Act Certification) by the subcontractor's or supplier's officer, partner, or authorized representative with authority to bind the subcontractor and with direct knowledge of the facts underlying the subcontractor potential claim. The Contractor shall submit a certification that the subcontractor potential claim is acknowledged and forwarded by the Contractor. The form for these certifications is available from the Engineer.

C. At DRB dispute meetings involving one or more subcontractor potential claims, the Contractor shall require that each subcontractor involved in the dispute have present an authorized representative with actual

knowledge of the facts underlying the subcontractor potential claim to assist in presenting the subcontractor potential claim and to answer questions raised by the DRB members or the Department's representatives.

D. Failure by the Contractor to declare a subcontractor potential claim on behalf of its subcontractor (including lower tier subcontractors' and suppliers' pass through potential claims) at the time of submission of the Contractor's potential claims, as provided hereunder, shall constitute a release of the State by the Contractor of such subcontractor potential claim.

E. The Contractor shall include in all subcontracts under this contract that subcontractors and suppliers of any tier (a) agree to submit subcontractor potential claims to the Contractor in a proper form and in sufficient time to allow processing by the Contractor in conformance with the Dispute Review Board resolution specifications; (b) agree to be bound by the terms of the Dispute Review Board provisions to the extent applicable to subcontractor potential claims; (c) agree that, to the extent a subcontractor potential claim is involved, completion of all steps required under these Dispute Review Board special provisions shall be a condition precedent to pursuit by the subcontractor of other remedies permitted by law, including without limitation of a lawsuit against the Contractor; and (d) agree that the existence of a dispute resolution process for disputes involving subcontractor potential claims shall not be deemed to create any claim, right, or cause of action by any subcontractor or supplier against the Department.

Notwithstanding the foregoing, this Dispute Review Board special provision shall not apply to, and the DRB shall not have the authority to consider, subcontractor potential claims between the subcontractor(s) or supplier(s) and the Contractor that are not actionable by the Contractor against the Department.

For Reference Only- Not for the Purpose of Bidding

5-8. B.1.e DISPUTE REVIEW BOARD AGREEMENT

The "Dispute Review Board Agreement" to be executed by the Contractor, State and the 3 DRB members after approval of the contract shall be in substantially the following form:

Form 6202 Rev (09/01/02)

**DISPUTE REVIEW BOARD AGREEMENT**

\_\_\_\_\_  
(Contract Identification)  
Contract No. \_\_\_\_\_

**THIS DISPUTE REVIEW BOARD AGREEMENT, hereinafter called "AGREEMENT"**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the State of California, acting through the California Department of Transportation and the Director of Transportation, hereinafter called the "STATE," \_\_\_\_\_ hereinafter called the "CONTRACTOR," and the Dispute Review Board, hereinafter called the "DRB" consisting of the following members:

\_\_\_\_\_,  
(Contractor Appointee)

\_\_\_\_\_,  
(State Appointee)

and \_\_\_\_\_  
(Third Person)

WITNESSETH, that  
WHEREAS, the STATE and the CONTRACTOR, hereinafter called the "parties," are now engaged in the construction on the State Highway project referenced above; and  
WHEREAS, the special provisions for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and  
WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties;  
NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the STATE, the CONTRACTOR, and the DRB members hereto agree as follows:

**SECTION I DESCRIPTION OF WORK**

To assist in the resolution of disputes between the parties, the contract provides for the establishment and the operation of the DRB. The intent of the DRB is to fairly and impartially consider disputes placed before it and provide written recommendations for resolution of these disputes to both parties. The members of this DRB shall perform the services necessary to participate in the DRB's actions as designated in Section II, Scope of Work.

**SECTION II SCOPE OF WORK**

The scope of work of the DRB includes, but is not limited to, the following:

**A. OBJECTIVE**

The principal objective of the DRB is to assist in the timely resolution of disputes between the parties arising from performance of this contract. It is not intended for either party to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the mere existence of the DRB will encourage the parties to resolve disputes without resorting to this review procedure. But when a dispute that is serious enough to warrant the DRB's review does develop, the process for prompt and efficient action will be in place.

**B. PROCEDURES**

The DRB shall render written reports on disputes between the parties arising from the construction contract. Prior to consideration of a dispute, the DRB shall establish rules and regulations that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT.

DRB recommendations, resulting from its consideration of a dispute, shall be furnished in writing to both parties. The recommendations shall be based on facts and circumstances involved in the dispute, pertinent contract provisions, applicable laws and regulations. The recommendations shall find one responsible party in a dispute; shared or "jury" determinations shall not be rendered. The DRB shall make recommendations on the merit of the dispute, and if appropriate, recommend guidelines for determining compensation. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the DRB's recommendation, either party may request the DRB to make a recommendation regarding compensation.

The DRB shall refrain from officially giving advice or consulting services to anyone involved in the contract. The individual members shall act in a completely independent manner and while serving as members of the DRB shall have no consulting business connections with either party or its principals or attorneys or other affiliates (subcontractors, suppliers, etc.) who have a beneficial interest in the contract.

During scheduled meetings of the DRB as well as during dispute meetings, DRB members shall refrain from expressing opinions on the merits of statements on matters under dispute or potential dispute. Opinions of DRB members expressed in private sessions shall be kept strictly confidential. Individual DRB members shall not meet with, or discuss contract issues with individual parties, except as directed by the DRB Chairperson. Such discussions or meetings shall be disclosed to both parties. Other discussions regarding the project between the DRB members and the parties shall be in the presence of all three members and both parties. Individual DRB members shall not undertake independent investigations of any kind pertaining to disputes or potential disputes, except with the knowledge of both parties and as expressly directed by the DRB Chairperson.

### **C. CONSTRUCTION SITE VISITS, PROGRESS MEETINGS AND FIELD INSPECTIONS**

The DRB members shall visit the project site and meet with representatives of the parties to keep abreast of construction activities and to develop familiarity with the work in progress. Scheduled progress meetings shall be held at or near the project site. The DRB shall meet at least once at the start of the project, and at least once every 4 months thereafter. The frequency, exact time, and duration of additional site visits and progress meetings shall be as recommended by the DRB and approved by the parties consistent with the construction activities or matters under consideration and dispute. Each meeting shall consist of a round table discussion and a field inspection of the work being performed on the contract, if necessary. Each meeting shall be attended by representatives of both parties. The agenda shall generally be as follows:

1. Meeting opened by the DRB Chairperson.
2. Remarks by the STATE's representative.
3. A description by the CONTRACTOR's representative of work accomplished since the last meeting; the current schedule status of the work; and a forecast for the coming period.
4. An outline by the CONTRACTOR's representative of potential problems and a description of proposed solutions.
5. An outline by the STATE's representative of the status of the work as the STATE views it.
6. A brief description by the CONTRACTOR's or STATE's representative of potential claims or disputes which have surfaced since the last meeting.
7. A summary by the STATE's representative, the CONTRACTOR's representative, or the DRB of the status of past disputes and potential claims.

The STATE's representative will prepare minutes of all progress meetings and circulate them for revision and approval by all concerned within 10 days of the meeting.

The field inspection shall cover all active segments of the work, the DRB being accompanied by both parties' representatives. The field inspection may be waived upon mutual agreement of the parties.

### **D. DRB CONSIDERATION AND HANDLING OF DISPUTES**

Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral, unless otherwise agreed to by all parties. The DRB shall determine the time and location of DRB dispute meetings, with due consideration for the needs and preferences of the parties while recognizing the paramount importance of speedy resolution of issues. No dispute meetings shall take place later than 30 days prior to acceptance of contract. Normally, dispute meetings shall be conducted at or near the project site. However, any location that would be more convenient and still provide required facilities and access to necessary documentation shall be satisfactory.

Both parties shall be given the opportunity to present their evidence at these dispute meetings. It is expressly understood that the DRB members are to act impartially and independently in the consideration of the contract provisions, applicable laws and regulations, and the facts and conditions surrounding any dispute presented by either party, and that the recommendations concerning any such dispute are advisory and nonbinding on the parties. The DRB may request that written documentation and arguments from both parties be sent to each DRB member, through the DRB Chairperson, for review before the dispute meeting begins. A party furnishing written documentation to the DRB shall furnish copies of such information to the other party at the same time that such information is supplied to the DRB.

DRB dispute meetings shall be informal. There shall be no testimony under oath or cross-examination. There shall be no reporting of the procedures by a shorthand reporter or by electronic means. Documents and verbal statements shall be received by the DRB in conformance with acceptance standards established by the DRB. These standards need not comply with prescribed legal laws of evidence.

The third DRB member shall act as Chairperson for dispute meetings and all other DRB activities. The parties shall have a representative at all dispute meetings. Failure to attend a duly noticed dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers written submittals as their entire and complete argument. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals until all aspects of the dispute are thoroughly covered. DRB members shall ask questions, seek clarification, and request further data from either of the parties as may be necessary to assist in making a fully informed recommendation. The DRB may request from either party documents or information that would assist the DRB in making its findings and recommendations including, but not limited to, documents used by the CONTRACTOR in preparing the bid for the project. A refusal by a party to provide information requested by the DRB may be considered by the DRB as an indication that the requested material would tend to disprove that party's position. In large or complex cases, additional dispute meetings may be necessary in order to consider all the evidence presented by both parties. All involved parties shall maintain the confidentiality of all documents and information, as provided in this AGREEMENT.

During dispute meetings, no DRB member shall express an opinion concerning the merit of any facet of the case. DRB deliberations shall be conducted in private, with interim individual views kept strictly confidential.

After dispute meetings are concluded, the DRB shall meet in private and reach a conclusion supported by 2 or more members. Private sessions of the DRB may be held at a location other than the job site or by electronic conferencing as deemed appropriate, in order to expedite the process.

The DRB's findings and recommendations, along with discussion of reasons therefor, shall then be submitted as a written report to both parties. Recommendations shall be based on the pertinent contract provisions, applicable laws and regulations, and facts and circumstances related to the dispute. The report shall be thorough in discussing the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the issues, and the DRB's interpretation and philosophy in arriving at its conclusions and recommendations. The DRB's report shall stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

With prior written approval of both parties, the DRB may obtain technical services necessary to adequately review the disputes presented, including audit, geotechnical, schedule analysis and other services. The parties' technical staff may supply those services as appropriate. The cost of technical services, as agreed to by the parties, shall be borne equally by the 2 parties as specified in an approved contract change order. The CONTRACTOR will not be entitled to markups for the payments made for these services.

The DRB shall resist submittal of incremental portions of information by either party, in the interest of making a fully informed decision and recommendation.

The DRB shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member shall prepare a minority opinion, which shall be included in the DRB's report.

Although both parties should place weight upon the DRB's recommendations, they are not binding. Either party may appeal a recommendation to the DRB for reconsideration. However, reconsideration shall only be allowed when there is new evidence to present, and the DRB shall accept only one appeal from each party pertaining to an individual DRB recommendation. The DRB shall hear appeals in conformance with the terms described in the Section entitled "Dispute Review Board" in the special provisions.

## **E. DRB MEMBER REPLACEMENT**

Should the need arise to appoint a replacement DRB member, the replacement DRB member shall be appointed in the same manner as the original DRB members were appointed. The selection of a replacement DRB member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 15 days. This AGREEMENT shall be amended to indicate change in DRB membership.

### **SECTION III CONTRACTOR RESPONSIBILITIES**

The CONTRACTOR shall furnish to each DRB member one copy of pertinent documents that are or may become necessary for the DRB to perform their function. Pertinent documents are written notices of potential claim, responses to those notices, drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the CONTRACTOR's position. The CONTRACTOR shall also furnish a copy of such pertinent documents to the STATE, in conformance with the terms outlined in the special provisions.

### **SECTION IV STATE RESPONSIBILITIES**

The STATE will furnish the following services and items:

#### **A. CONTRACT RELATED DOCUMENTS**

The STATE will furnish to each DRB member one copy of Notice to Bidders and Special Provisions, Bid and Contract, Plans, Standard Specifications, and Standard Plans, change orders, written instructions issued by the STATE to the CONTRACTOR, or other documents pertinent to any dispute that has been referred to the DRB and necessary for the DRB to perform its function.

#### **B. COORDINATION AND SERVICES**

The STATE, through the Engineer, will, in cooperation with the CONTRACTOR, coordinate the operations of the DRB. The Engineer will arrange or provide conference facilities at or near the project site and provide secretarial and copying services to the DRB without charge to the CONTRACTOR.

### **SECTION V TIME FOR BEGINNING AND COMPLETION**

Once established, the DRB shall be in operation until the day of acceptance of the contract. The DRB members shall not begin work under the terms of this AGREEMENT until authorized in writing by the STATE.

### **SECTION VI PAYMENT**

#### **A. ALL INCLUSIVE RATE PAYMENT**

The STATE and the CONTRACTOR shall bear the costs and expenses of the DRB equally. Each DRB member shall be compensated at an agreed rate of \$1,200 per day if time spent per meeting, including on-site time plus one hour of travel time, is greater than 4 hours. Each DRB member shall be compensated at an agreed rate of \$700 per day if time spent per meeting, including on-site time plus one hour of travel time, is less than or equal to 4 hours. The agreed rates shall be considered full compensation for on-site time, travel expenses, transportation, lodging, time for travel and incidentals for each day, or portion thereof, that the DRB member is at an authorized DRB meeting. No additional compensation will be made for time spent by DRB members in review and research activities outside the official DRB meetings unless that time has been specifically agreed to in advance by the STATE and CONTRACTOR. Time away from the project that has been specifically agreed to in advance by the parties will be compensated at an agreed rate of \$125 per hour. The agreed amount of \$125 per hour shall include all incidentals including expenses for telephone, fax, and computer services. Members serving on more than one DRB involving the State, regardless of the number of meetings per day, shall not be paid more than the all inclusive rate per day or rate per hour for an individual project. The STATE will provide, at no cost to the CONTRACTOR, administrative services such as conference facilities and secretarial services to the DRB.

#### **B. PAYMENTS**

DRB members shall be compensated at the same rate. The CONTRACTOR shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member. The STATE will reimburse the CONTRACTOR for its share of the costs of the DRB.

The DRB members may submit invoices to the CONTRACTOR for partial payment for work performed and services rendered for their participation in authorized meetings not more often than once per month during the progress of the

work. The invoices shall be in a format approved by the parties and accompanied by a general description of activities performed during that billing period. Payment for hourly fees, at the agreed rate, shall not be paid to a DRB member until the amount and extent of those fees are approved by the STATE and CONTRACTOR. Invoices shall be accompanied by original supporting documents, which the CONTRACTOR shall include with the extra work billing when submitting for reimbursement of the STATE's share of cost from the STATE. The CONTRACTOR will be reimbursed for one-half of approved costs of the DRB. No markups will be added to the CONTRACTOR's payment.

### **C. INSPECTION OF COSTS RECORDS**

The DRB members and the CONTRACTOR shall keep available for inspection by representatives of the STATE and the United States, for a period of 3 years after final payment, the cost records and accounts pertaining to this AGREEMENT. If any litigation, claim, or audit arising out of, in connection with, or related to this contract is initiated before the expiration of the 3-year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

### **SECTION VII ASSIGNMENT OF TASKS OF WORK**

The DRB members shall not assign the work of this AGREEMENT.

### **SECTION VIII TERMINATION OF DRB MEMBERS**

DRB members may resign from the DRB by providing not less than 15 days written notice of the resignation to the STATE and CONTRACTOR. DRB members may be terminated by their original appointing power or by either party, for failing to fully comply at all times with all required employment and financial disclosure conditions of DRB membership in conformance with the terms of the contract.

### **SECTION IX LEGAL RELATIONS**

The parties hereto mutually understand and agree that the DRB member in the performance of duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either party.

No party to this AGREEMENT shall bear a greater responsibility for damages or personal injury than is normally provided by Federal or State of California Law.

Notwithstanding the provisions of this contract that require the CONTRACTOR to indemnify and hold harmless the STATE, the parties shall jointly indemnify and hold harmless the DRB members from and against all claims, damages, losses, and expenses, including but not limited to attorney's fees, arising out of and resulting from the findings and recommendations of the DRB.

### **SECTION X CONFIDENTIALITY**

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRB, which documents and records are marked "Confidential - for use by the DRB only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRB findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of the DRB. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRB. The parties understand that such documents shall not be discoverable, in accordance with Evidence Code sections 1115 et seq. and/or 1152.

### **SECTION XI DISPUTES**

Disputes between the parties hereto, including disputes between the DRB members and either party or both parties, arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved in a court of competent jurisdiction within the County of Tehama.

### **SECTION XII VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION**

In the event that any party, including an individual member of the DRB, deems it necessary to institute proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in a court of competent jurisdiction within the County of Tehama.

**SECTION XIII FEDERAL REVIEW AND REQUIREMENTS**

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB.

Other Federal requirements in this agreement shall only apply to Federal-Aid contracts.

**SECTION XIV CERTIFICATION OF THE CONTRACTOR, THE DRB MEMBERS, AND THE STATE**

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the day and year first above written.

DRB MEMBER

DRB MEMBER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

DRB MEMBER

By : \_\_\_\_\_

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

CONTRACTOR

CALIFORNIA STATE DEPARTMENT  
OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

END OF SECTION

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*For Reference Only- Not for the Purpose of Bidding*

## SECTION 6 CONTROL OF MATERIALS

### 6-1 GENERAL

The bidder's attention is directed to the provisions in Section 6-1.01 "Control of Materials" of the Standard Specifications and these special provisions.

### 6-2 AUTHORIZED MATERIALS LIST

The Department adopts Caltrans's maintained Pre-Qualified Products List (Authorized Materials List) for various construction materials, and can be found at:

[http://www.dot.ca.gov/hq/esc/approved\\_products\\_list/](http://www.dot.ca.gov/hq/esc/approved_products_list/)

Materials may be used or specified to be on this maintained list. The Engineer shall not be precluded from sampling and testing products on the Pre-Qualified Products List.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-3.05E, "Certificates of Compliance," of the Standard Specifications for each type of material supplied that applies to this list.

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

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

### 6-3 QUALITY ASSURANCE

The eighth paragraph of Section 6-3.05A "General" of the Quality Assurance subsection of the Standard Specifications which refers to typical Caltrans Test Methods shall be replaced with:

For a material to comply with a property show in the following table, the Department tests under the corresponding test methods shown:

**Table 1: Typical Test Method**

PROPERTY	TEST METHOD
Relative Compaction	ASTM D2922 and D3017
Sand Equivalent	CT 217
Resistance (R-Value)	CT 301
Grading (sieve analysis)	CT 202
Durability Index	CT 229

END OF SECTION

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

### **7-1 GENERAL**

Attention is directed to the provisions in Section 7, "Legal Relations and Responsibility to the Public" of the Standard Specifications and these special provisions.

### **7-2 PREVAILING WAGE**

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor the Contractor and subcontractors shall pay not less than the higher wage rate. See Section IV of the Federal provisions.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the Department of Public Works address. Changes, if any, to the general prevailing wage rates will be available at the same location.

The federal minimum wage rates are available directly from Department of Labor Home Page at:

<http://www.wdol.gov/dba.aspx#0>

The minimum wage rates for the Director of the California Department of Industrial Relations can be found at:

<http://www.dir.ca.gov/DLSR/PWD/index.htm>

The Department does not utilize a Labor Compliance Plan, and therefore California Labor Code 1771.6 shall apply to this project.

### **7-2. A CERTIFIED PAYROLL RECORDS**

Electronic submittal of certified payroll records in Section 7-1.02K(3) "Certified Payroll Records" of the Standard Specifications are amended to delete electronic (email) submittal provisions. Electronic submittals of certified payroll records will not be accepted. Submittals shall be original hard copies of required documents. Submittal of payroll records shall continue to be submitted on a weekly basis as specified in the Standard Specifications.

### **7-3 PUBLIC SAFETY**

Refer to Section 7-1.04, "Public Safety" of the Standard Specifications are amended so that all work related to covering, maintaining and removing sign covers on all signs shall not be change order work, but shall be included in the contract price paid for various bid items and no additional compensation will be allowed therefor.

### **7-4 INDEMNIFICATION - GENERAL**

The provisions of Section 7-1.05A, "General" of the Standard Specifications shall be changed to read as follows:

You must defend, indemnify, and save harmless the County of Tehama, including its officers, employees, and agents (excluding agents who are design professionals), from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.05 "Claims") arising out of or in connection with your performance of this Contract for:

1. Bodily injury including, but not limited to, bodily injury, sickness or disease, emotional injury or death to persons, including, but not limited to, the public, any employees or agents of you, the State, or any other contractor; and

2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of you or anyone directly or indirectly employed by you or anyone for whose acts you may be liable.

You must, at your own expense, defend any suit or action founded upon a claim of the foregoing.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the County. You are not obligated to indemnify the County for Claims arising from conduct delineated in Civil Code § 2782 and for Claims arising from any defective or substandard condition of the highway that existed at or before the start of work, unless this condition has been changed by the work or the scope of the work requires you to maintain existing highway facilities and the Claim arises from your failure to maintain. Your defense and indemnity obligation shall extend to Claims arising after the work is completed and accepted if the Claims are directly related to alleged acts or omissions by you that occurred during the course of the work. Any inspection of the work by the Department is not a waiver of full compliance with these requirements.

Your obligation to defend and indemnify is not excused because of your inability to evaluate liability or because you evaluate liability and determine that you are not liable. You must respond within 30 days to the tender of any Claim for defense and indemnity by the County, unless this time has been extended by the County. If you fail to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, the Department may withhold such funds the County reasonably considers necessary for its defense and indemnity until disposition has been made of the Claim or until the Contractor accepts or rejects the tender of defense, whichever occurs first.

With respect to third-party claims against you, you waive all rights of any type to express or implied indemnity against the County, its officers, employees, or agents (excluding agents who are design professionals).

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these indemnification specifications.

For Reference Only- Not for the Purpose of Publishing

**7-5 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS**

Replace Section 7-1.11, "Federal Laws for Federal-Aid Contracts" of the Standard Specifications with the provisions within this section.

This project is funded with **Federal Regional Transportation Enhancement Program Funds, Federal Project No. RPSTPL 5908(090).**

**7-5. A FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS**

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 7. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-3 "Definitions and Terms" of these Special Provisions.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 26, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility  
(This form need not be filled in if all joint venture firms are DBE owned.)

1. Name of joint venture \_\_\_\_\_

2. Address of joint venture \_\_\_\_\_

3. Phone number of joint venture \_\_\_\_\_

4. Identify the firms which comprise the joint venture. (The DBE partner must complete Schedule A.) \_\_\_\_\_

a. Describe the role of the DBE firm in the joint venture. \_\_\_\_\_

b. Describe very briefly the experience and business qualifications of each non-DBE joint venturer: \_\_\_\_\_

5. Nature of the joint venture's business \_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of DBE ownership? \_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

Revised 3-95

08-07-95



**7-5. B FHWA-1273**

“FHWA Form 1273” which are the required contract provisions for Federal-Aid Construction Contracts are dated May 1, 2012, and are physically incorporated as follows:

For Reference Only- Not for the Purpose of Bidding

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

## ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other

action determined to be appropriate by the contracting agency and FHWA.

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

## II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through

public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

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

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

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

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

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

**6. Training and Promotion:**

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is

provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

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

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

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

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

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

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

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

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or

disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

##### **1. Minimum wages**

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent

in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on

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

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

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

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

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

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

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

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

submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

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

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

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

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered

in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

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

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

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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

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

**10. Certification of eligibility.**

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

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

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

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the

submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect

or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer,

Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

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

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

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

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

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

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

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

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

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

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

subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

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

\* \* \* \* \*

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

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

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

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

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

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

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

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

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

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

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be

entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

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

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

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

\*\*\*\*\*

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

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

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

\*\*\*\*\*

## **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

## **Attachment A - Employment And Materials Preference For Appalachian Development Highway System Or Appalachian Local Access Road Contracts**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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

### 7-5. C FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

#### MINORITY UTILIZATION GOALS

ECONOMIC AREA		GOAL (PERCENT)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	19.6
	7400 San Jose, CA CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA CA Santa Cruz	9.1
	7500 Santa Rosa CA Sonoma	17.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	14.3
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Toulumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	2840 Fresno, CA CA Fresno	26.1
	Non-SMSA Counties:	23.6

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

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

#### 7-5. D TRAINING

This section applies if a number of trainees or apprentices is specified in the special provisions. There are 0 number of trainees or apprentices specified for this contract.

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the County of Tehama\_:

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

Obtain the County of Tehama's approval for this submitted information before you start work. The County of Tehama credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

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

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman

2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

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

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

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

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

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
  - 2.1. Contribute to the cost of the training
  - 2.2. Provide the instruction to the apprentice or trainee
  - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply 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:

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

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

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END OF SECTION

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## SECTION 8 PROSECUTION AND PROGRESS

### 8-1 GENERAL

Attention is directed to the provisions in Section 8, "Prosecution and Progress" of the Standard Specifications and these special provisions.

### 8-2 SCHEDULE

Contractor shall adhere to "Level 1 Critical Path Method Schedule" provisions in Section 8-1.02B of the Standard Specifications.

### 8-3 PRECONSTRUCTION CONFERENCE

Attend a preconstruction conference with key personnel, including your assigned representative, at a time and location determined by the Engineer. Submit documents as required before the preconstruction conference. You may start work before the preconstruction conference.

Be prepared to discuss the topics and documents shown in the following table:

**Table 2: Preconstruction Topic Table**

TOPICS	DOCUMENT OR DESCRIPTION
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE	Final utilization reports and other requirements
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used
Materials on hand	Request for Payment for Materials on Hand
Measurements	--
Landscape Materials	Material changes
Quality control	QC plans and protocol
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days
Subcontracting	Subcontracting Request
Surveying	Survey Request
Traffic control	Traffic contingency plan and traffic control plans
Utility work	Locating, potholing, timing of work
Project Limits/ Adjacent Properties	--
Water pollution control	SWPPP or WPCP
Weight limitations	
Work restrictions	PLACs (Permits, License, Approvals, and certificates)
Record drawings	--
Action submittals	--

### 8-4 START OF JOB SITE ACTIVITIES

Refer to Section 8-1.04 "Start of Job Site Activities" of the Standard Specifications.

Section 8-1.04B does not apply.

Start job site activities within 15 calendar days of the issuance of a Notice to Proceed. The Notice to Proceed will be issued on 06/03/2013, or on a date mutually agreed upon in writing between the Contractor and Engineer.

Contract time will start after the issuance of the Notice to Proceed and this first working day will be THE EARLIER OF EITHER the start of job site activities, OR 15 calendar days after the issuance of a Notice to Proceed.

Contractor is encouraged to start the pre-construction submittal and approval process after the issuance of the Notice of Award.

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

1. CPM baseline schedule
2. WPCP or SWPPP, whichever applies
3. Notification DRA or DRB nominee and disclosure statement

You may enter the job site only to measure controlling field dimensions and locating utilities.

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. Notice of Materials To Be Used.
2. Contingency plan for reopening closures to public traffic.

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

If the Contract is not approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former condition or an equivalent condition. The Department does not pay for the restoration.

### **8-5 TIME**

This work shall be diligently prosecuted to completion before the expiration of 40 Working Days after the date provided in Section 8-4 above, "Start of Job Site Activities".

Replace the 2nd paragraph of section 8-1.05 with:  
Complete the work within the Contract time.

### **8-6 SUSPENSIONS**

Refer to Section 8-1.06, "Suspensions" of the Standard Specifications. Replace the headings and paragraphs in section 8-1.06 with:

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 as specified under sections 7-1.03 and 7-1.04. 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.

### **8-7 DELAYS**

Upon the Engineer's order of suspension, suspend work immediately. Resume work when ordered. Delays

Refer to Section 8-1.07, "Delays" of the Standard Specifications. Replace the 1st sentence in the 1st paragraph of section 8-1.07B with:

For a critical delay, the Department may make a time adjustment.

Add to the end of section 8-1.07C:

The Department does not make a payment adjustment for overhead incurred during non-working days that extend the Contract into an additional construction season.

Replace the 1st paragraph of section 8-1.07C with:

For an excusable delay that affects your costs, the Department may make a payment adjustment.

### **8-8 LIQUIDATED DAMAGES**

The provisions of Section 8-1.10A, "General" of the Standard Specifications shall be changed to read as follows:

The Contractor shall pay to the County of Tehama the sum of **Three Thousand Dollars (\$3,000) per day**, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed herein. Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C. The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

If all work except plant establishment is complete and the total number of working days have expired, liquidated damages are \$950 per day.

END OF SECTION

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For Reference Only- Not for the Purpose of Bidding

## SECTION 9 PAYMENT

### 9-1 GENERAL

Attention is directed to the provisions in Section 9, "Payment" of the Standard Specifications and these special provisions.

### 9-2 PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

Attention is directed to the provisions in Section 9-1.07 of the Standard Specifications for payment adjustments, and the following amendments.

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

Replace the formula in section 9-1.07B(2) with:

$$Q_h = HMATT \times X_a$$

Replace "weight of dry aggregate" in the definition of the variable  $X_a$  in section 9-1.07B(2) with: total weight of HMA

Replace the formula in section 9-1.07B(3) with:

$$Q_{rh} = RHMATT \times 0.80 \times X_{arb}$$

Replace "weight of dry aggregate" in the definition of the variable  $X_{arb}$  in section 9-1.07B(3) with: total weight of rubberized HMA

Replace the heading of section 9-1.07B(4) with:

Hot Mix Asphalt with Modified Asphalt Binder

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

HMA with

Replace the formula in section 9-1.07B(4) with:

$$Q_{mh} = MHMATT \times [(100 - X_{am}) / 100] \times X_{mab}$$

Replace "weight of dry aggregate" in the definition of the variable  $X_{mab}$  in section 9-1.07B(4) with: total weight of HMA

Replace the formula in section 9-1.07B(5) with:

$$Q_{rap} = HMATT \times X_{aa}$$

Replace "weight of dry aggregate" in the definitions of the variables  $X_{aa}$  and  $X_{ta}$  in section 9-1.07B(5) with: total weight of HMA

Add after the variable definitions in section 9-1.07B(9):

The quantity of extender oil is included in the quantity of asphalt.

### 9-3 PROGRESS PAYMENTS

In addition to the provisions in Section 9-1.16A "General" in the Standard Specifications, "Retention" is additionally reflected in progress payments.

#### 9-3. A RETENTION

Section 9-1.16F "Retentions" of the Standard Specifications is replaced with the following:

Pursuant to Public Contract Code § 7201, the County shall retain **five percent (5%)** of Progress Payments as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provision of the contract. No such estimate or payment shall be

required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract.

For federally funded projects, release of retention shall adhere to Section 9-4, “Prompt Payment of Funds Withheld to Subcontractors” of these Special Provisions.

#### **9-4 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS**

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

#### **9-5 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 10 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10 days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency’s prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

#### **9-6 QUANTITIES OF AGGREGATE AND OTHER ROADWAY MATERIALS**

Attention is directed to Section 9-1.02D “Quantities of Aggregate and Other Roadway Materials” of the Standard Specifications. In general, this section will not be used unless the Engineer deems necessary to determine water weight of material.

#### **9-7 ARBITRATION**

Section 9-1.22 “Arbitration” of the Standard Specifications is deleted in its entirety. All unresolved claims shall be resolved in a court of competent jurisdiction located in the County of Tehama. Any reference in the Standard Specifications to arbitration shall be deemed to refer to such litigation in a court of competent jurisdiction

END OF SECTION

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## **SECTION 10 GENERAL**

### **10-1 WORK SEQUENCING**

Before obliterating any traffic stripes, pavement markings, and pavement markers to be replaced at the same location, reference the stripes, markings, and markers. Include limits and transitions with control points to reestablish the new stripes, markings, and markers.

END OF SECTION

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## **SECTION 11 QUALITY CONTROL AND ASSURANCE**

Attention is directed to Section 11 “Quality Control and Assurance” of the Standard Specifications.

END OF SECTION

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## **SECTION 12 TEMPORARY TRAFFIC CONTROL**

Attention is directed to Section 12 “Temporary Traffic Control” of the Standard Specifications.

### **12-1 FLAGGING COSTS**

Section 12-1.03 “Flagging Costs” of the Standard Specifications is hereby deleted. All flagging costs will be totally (100%) borne by the contractor and no division of costs will be made therefor.

### **12-2 TRAFFIC-HANDLING EQUIPMENT AND DEVICES**

Refer to Section 12-3, “Traffic-Handling Equipment and Devices” of the Standard Specifications.

Replace the 1st paragraph of section 12-3.01A(4) with:

Category 2 temporary traffic control devices must be on FHWA's list of acceptable, crashworthy Category 2 hardware for work zones. This list is available on FHWA's Safety Program Web site.

Replace "project" in the 4th paragraph of section 12-3.02C with:

work

Replace "project" in the 3rd paragraph of section 12-3.07C with:

Work

### **12-2. A PORTABLE CHANGEABLE MESSAGE SIGNS**

Refer to Section 12 “Traffic-Handling Equipment and Devices” of the Standard Specifications.

#### **12-2. A.1 CONSTRUCTION**

Refer to Section 12-3.12C “Construction” of the Standard Specifications for Changeable Message Boards and add the following:

If shown or directed, place the portable changeable message sign in advance of the 1st warning sign for each:

- Stationary lane closure
- 3. Off-ramp closure
- 4. Connector closure
- 5. Shoulder closure
- 6. Speed reduction zone

### **12-3 MAINTAINING TRAFFIC**

Refer to Section 12-4, “Maintaining Traffic” of the Standard Specifications.

#### **12-3. A CLOSURE REQUIREMENTS**

Add the following provisions to Section 12-4-02A “General” of the Standard Specifications:

If work including installing, maintaining, and removing Type K temporary railing is to be performed within 6 feet of the adjacent traffic lane, close the adjacent traffic lane.

Except as listed above, closure of the adjacent traffic lane is not required for installing, maintaining, and removing traffic control devices.

For grinding and grooving operations, sawcutting concrete slabs, and installing loop detectors with an impact attenuator vehicle as a shadow vehicle, closure of the adjacent traffic lane is not required.

Under a 1-way reversing traffic control operation, traffic may be stopped in 1 direction for periods not to exceed 15 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

If work vehicles or equipment are parked within 6 feet of a traffic lane, close the shoulder area with fluorescent orange traffic cones or portable delineators. Place the cones or delineators on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. Use at least 9 cones or delineators for the taper. Use a W20-1, "Road Work Ahead," W21-5b, "Right/Left Shoulder Closed Ahead," or C24(CA), "Shoulder Work Ahead," sign mounted on a crashworthy, portable sign support with flags. The sign must be placed as ordered by the Engineer and at least 48 by 48 inches in size. If a cone or delineator is displaced or overturned, immediately restore the device to its original position or location.

A minimum of 1 traffic lane not less than **10** feet wide must be open for use by traffic in each direction of travel.

### **12-3. B CLOSURE SCHEDULE AND CONDITIONS**

Add between the 7th and 8th paragraphs of section 12-4.03:

The contingency plan must identify the operations, equipment, processes, and materials that may fail and delay a reopening of a closure to traffic. List the additional or alternate equipment, materials, or workers necessary to ensure continuing operations and on-time opening of closures whenever a problem occurs. If the additional or alternate equipment, materials, or workers are not on site, specify their location, the method for mobilizing these items, and the required time to complete mobilization.

Based on the Engineer's review, additional materials, equipment, workers, or time to complete operations from that specified in the contingency plan may be required.

Provide a general time-scaled logic diagram displaying the major activities and sequence of planned operations that comply with the requirements of section 12-4.03. For each operation, identify the critical event when the contingency plan will be activated.

Submit any revisions to the contingency plan for an operation at least 3 business days before starting that operation. Do not close any lanes until the contingency plan has been authorized.

The 5th paragraph of section 5-1.23B(1) does not apply to reviewing contingency plans

## **12-4 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE**

Replace Section 12-5 "Traffic Control System For Lane Closure" of the Standard Specifications with the following:

### **12-4. A GENERAL**

Section 12-5 includes specifications for closing traffic lanes with stationary and moving lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with the details shown.

Traffic control system includes signs.

### **12-4. B MATERIALS**

An attenuator must be a brand on the Authorized Material List for highway safety features.

Each attenuator must be individually identified with the manufacturer's name, address, attenuator model number, and a specific serial number. The name and number must be a minimum 1/2 inch high and located on the left, street side, lower front corner. The attenuator must have a message adjacent to the name and model number in 1/2-inch high letters with the blanks filled in by the attenuator manufacturer stating, "The bottom of this attenuator must be \_\_\_ ± \_\_\_ inches above the ground at all points for proper impact performance." Do not use an attenuator that is damaged or appears to be in poor condition until it is recertified by the manufacturer. The Engineer determines if a used attenuator supplied under this Contract needs to be recertified. Each unit must be certified by the manufacturer to comply with the requirements for an attenuator under the standards established by METS.

A new attenuator design that is proposed as equal to the authorized attenuators must comply with the procedures established by METS, including crash testing. Contact METS for information regarding submittal of new designs for evaluation.

A new attenuator that is proposed as equal to the authorized attenuators or attenuators ordered for recertification must not be used until authorized by METS.

#### **12-4. C CONSTRUCTION**

##### **12-4. C.1 GENERAL**

During traffic striping and pavement marker placement using bituminous adhesive, control traffic with a stationary or a moving lane closure. During other activities, control traffic with stationary lane closures.

Whenever components of the traffic control system are displaced or cease to operate or function as specified from any cause, immediately repair the components to the original condition or replace the components and restore the components to the original location.

##### **12-4. C.2 STATIONARY LANE CLOSURES**

For a stationary lane closure made only for the work period, remove components of the traffic control system from the traveled way and shoulder, except for portable delineators placed along open trenches or excavation adjacent to the traveled way at the end of each work period. You may store the components at selected central locations designated by the Engineer within the limits of the highway.

You may use a pilot car to control traffic. If a pilot car is used for traffic control, the cones shown along the centerline need not be placed. The pilot car must have radio contact with personnel in the work area. Operate the pilot car through the traffic control zone at a speed not greater than 25 miles per hour.

##### **12-4. C.3 MOVING LANE CLOSURES**

A changeable message sign used in a moving lane closure must comply with section 12-3.12 except the sign must be truck-mounted. The full operational height to the bottom of the sign may be less than 7 feet above the ground but must be as high as practicable.

A flashing arrow sign used in a moving lane closure must be truck-mounted. Operate the flashing arrow sign in the caution display mode whenever it is being used on a 2-lane, 2-way highway.

#### **12-4. D PAYMENT**

Traffic control system for lane closure is paid for as traffic control system.

#### **12-5 TEMPORARY PAVEMENT DELINEATION**

Replace Section 12-8 "Temporary Pavement Delineation" of the Standard Specifications with the following:

##### **12-5. A GENERAL**

Section 12-8 includes specifications for placing, applying, maintaining, and removing temporary pavement delineation.

Painted traffic stripe used for temporary delineation must comply with section 84-3. Apply 1 or 2 coats.

Temporary signing for no-passing zones must comply with section 12-3.06.

## **12-5. B MATERIALS**

### **12-5. B.1 GENERAL**

Not Used

### **12-5. B.2 TEMPORARY LANE LINE AND CENTERLINE DELINEATION**

Temporary pavement markers must be the same color as the lane line or centerline markers being replaced.

Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less.

### **12-5. B.3 TEMPORARY EDGE LINE DELINEATION**

Temporary, removable, construction-grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction-grade striping and pavement marking tape under the manufacturer's instructions.

## **12-5. C CONSTRUCTION**

### **12-5. C.1 GENERAL**

Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place lane line and centerline pavement delineation for traveled ways open to traffic. On multilane roadways, freeways, and expressways, place edge line delineation for traveled ways open to traffic.

Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or permanent pavement delineation.

Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

### **12-5. C.2 TEMPORARY LANE LINE AND CENTERLINE DELINEATION**

Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

For temporary lane line or centerline delineation consisting entirely of temporary pavement markers, place the markers longitudinally at intervals not exceeding 24 feet.

Where no-passing centerline pavement delineation is obliterated, install the following temporary no-passing zone signs before opening lanes to traffic. Install a W20-1, "Road Work Ahead," sign from 1,000 feet to 2,000 feet in advance of a no-passing zone. Install a R4-1, "Do Not Pass," sign at the beginning of a no-passing zone

and at 2,000-foot intervals within the no-passing zone. For continuous zones longer than 2 miles, install a W7-3a or W71(CA), "Next \_\_\_ Miles," sign beneath the W20-1 sign. Install a R4-2, "Pass With Care," sign at the end of the no-passing zone. The Engineer determines the exact location of temporary no-passing zone signs. Maintain the temporary no-passing zone signs in place until you place the permanent no-passing centerline pavement delineation. Remove the temporary no-passing zone signs when the Engineer determines they are no longer required for the direction of traffic.

#### 12-5. C.3 TEMPORARY EDGE LINE DELINEATION

Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

#### 12-5. D PAYMENT

Not Used

END OF SECTION

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## SECTION 13 WATER POLLUTION CONTROL

### 13-1 GENERAL

Attention is directed to Section 13 "Water Pollution Control" of the Standard Specifications.

#### 13-1. A SUMMARY

The disturbed area for this project is less than one (1) acre. Therefore, this project is exempt from the current National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges associated with Construction and Land Disturbance Activity, State Water Resources Control Board Order No. 2009-0009-DWQ (NPDES No. CAS000002) as amended by 2010-0014-DWQ (CGP).

If the contractor disturbs areas greater than the proposed disturbed area which exceeds an aggregate area of one (1) acre, the contractor must comply with the requirement of the CGP.

#### 13-1. B JOB SITE MANAGEMENT

Contractor must maintain a clean job site and comply with the provision of Section 13-4 of the Standard Specifications as needed.

## SECTION 14 ENVIRONMENTAL STEWARDSHIP

Attention is directed to Section 14 “Environmental Stewardship” of the Standard Specifications.

### 14-1 DUST CONTROL

In addition to the provisions in Section 14-9.03A “Dust Control” of the Standard Specifications, the Contractor must comply with the requirements of the Tehama County Air Pollution Control District. If required, compliance may include submitting Dust Control Plan(s) and/or obtaining necessary permits. A fee of \$144.00 and \$56.50 may apply. Full compensation for conforming to the provisions in the Section and the requirements of the permit, including the cost of the permit, shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

END OF SECTION

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## SECTION 15 EXISTING FACILITIES

Refer to Section 15 “Existing Facilities” of the Standard Specifications.

### 15-1 SALVAGE AND REPLACE ASPHALT CONCRETE SURFACING

#### 15-1. A GENERAL

This section applies to “Constriction Method A.”

##### 15-1. A.1 SUMMARY

This work includes removing and salvaging existing asphalt concrete surfacing and underlying base and replacing with hot mix asphalt (HMA). The Engineer determines the exact limits of replaced asphalt concrete surfacing. Salvaged material shall be used to supplement shoulder backing in the project. Material shall be stockpiled in accordance with the standard specifications. Location will be within 10 miles of the project location.

#### 15-1. B MATERIAL

HMA must comply with Section 39.1 “General” of these Special Provisions.

#### 15-1. C CONSTRUCTION

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to the specified depth. Do not damage asphalt concrete and base remaining in place.

If material is removed/salvaged beyond the specified limits it shall be replaced with HMA at the contractor’s expense.

Replaced HMA shall be placed following Section 39-1.15C “Construction” under “Minor Hot Mix Asphalt” of the Standard Specifications. All other provisions of Section 39 of these Special Provisions shall apply to the replacement of HMA in digouts.

#### 15-1. D PAYMENT

The Engineer measures Salvage and Replace Asphalt Concrete Surfacing based on the specified dimensions marked in the field and any adjustments ordered.

The contract price paid per cubic yard for Salvage and Replace Asphalt Concrete Surfacing includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in salvaging, transporting and replacing asphalt concrete surfacing including tack coat, complete in place as shown on the plans, as specified in the Standard Specifications and the special provisions, and as directed by the Engineer.

You may request the Engineer's approval to leave rejected replacement HMA in place. If the Engineer approves, you must accept a reduction in the payment for the rejected replacement HMA.

## **15-2 COLD PLANING ASPHALT CONCRETE PAVEMENT**

Replace Section 15-2.02B(3) "Cold Planing Asphalt Concrete Pavement" of the Standard Specifications with the following:

### **15-2. A GENERAL**

Schedule cold planing activities so that not more than 3 Days elapses between the time the pavement is cold planed and the HMA is placed.

### **15-2. B MATERIALS**

Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in Section 39.

### **15-2. C CONSTRUCTION**

#### **15-2. C.1 GENERAL**

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated so that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

#### **15-2. C.2 GRADE CONTROL AND SURFACE SMOOTHNESS**

Furnish, install, and maintain grade and transverse slope references.

The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.

The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

#### **15-2. C.3 TEMPORARY HMA TAPERS**

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

- Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area, or as shown.
7. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

**15-2. C.4 REMOVE PLANED MATERIAL**

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

Salvage, haul and stockpile planed materials at location directed by the engineer. Location will be within 10 miles of the project location.

Salvaged material shall be used to supplement shoulder backing in the project. Material shall be stockpiled in accordance with the standard specifications and project SWPPP or WPCP.

**15-2. D PAYMENT**

Payment for removal of pavement markers, thermoplastic traffic stripe, painted traffic stripe, and pavement marking within the area of cold planing is included in the payment for cold plane asphalt concrete pavement of the types shown in the Bid Item List.

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END OF SECTION

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**SECTION 16 NOT USED**

**SECTION 17 NOT USED**

**SECTION 18 NOT USED**

**SECTION 19 EARTHWORK**

**19-1 GENERAL**

Refer to Section 19, "Earthwork" of the Standard Specifications.

Quantity calculations for Roadway Excavation and Import Borrow do not consider shrinkage and/or compaction.

**19-2 COMPACTION**

In addition to the provisions in Section 19-5.03A "General" of the Construction subsection, the following provisions shall apply.

Relative compaction shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

**19-3 SHOULDER BACKING**

Shoulder backing material shall be supplemented with salvaged asphalt pavement. Salvaged asphalt pavement material shall comply with the material provisions in the Standard Specification for Shoulder Backing.

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END OF SECTION

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**SECTION 20 NOT USED**

**SECTION 21 NOT USED**

## **SECTION 22 FINISHING ROADWAY**

Refer to Section 22, "Finishing Roadway" of the Standard Specifications.

END OF SECTION

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**SECTION 23 NOT USED**

**SECTION 24 NOT USED**

**SECTION 25 NOT USED**

**SECTION 26 NOT USED**

**SECTION 27 NOT USED**

**SECTION 28 NOT USED**

**SECTION 29 NOT USED**

**SECTION 30 RECLAIMED PAVEMENTS**

### **30-1 COLD IN-PLACE RECYCLING**

#### **30-1. A GENERAL**

This section applies to "Construction Method B."

##### **30-1. A.1 SUMMARY**

Cold in-place recycling (CIR) consists of milling existing asphalt concrete pavement, mixing the cold milled material with emulsified recycling agent and recycling additive (if used), spreading and compacting the mixture, and applying an asphaltic emulsion seal coat and sand cover.

Do not substitute processes or materials.

##### **30-1. A.2 SUBMITTALS**

At least 21 days before beginning CIR work submit a:

1. Job Mix Formula.
2. Quality control plan (QCP)
3. Contingency plan for actions you will take to ensure that the work site will be opened to traffic at the close of every work shift.

At least 10 days before Just-In-Time-Training (JITT), submit to the Engineer for approval:

1. The instructor's name and listed experience
2. A copy of the course syllabus, handouts, and presentation materials
3. The JITT facility's location
4. A list of your staff, and their assignments, who will be attending the JITT

Submit test results and a Certificate of Compliance for emulsified recycling agent with the job mix formula and with each emulsified recycling agent load delivered to the job site in compliance with Section 94 1.05, "Test Results," of the Standard Specifications. Test results may represent a batch or day's production of emulsified recycling agent. An AASHTO accredited laboratory must perform the testing.

Submit a Certificate of Compliance under Section 6 3.05E, "Certificates of Compliance," of the Standard Specifications with each delivery of recycling additive.

Submit a certified copy of each delivery's weight for emulsified recycling agent, recycling additive, sand, and asphaltic emulsion (fog seal coat).

Submit two 0.5-gallon samples of emulsified recycling agent to the Engineer with the job mix formula submittal.

Daily during CIR work submit

1. Quality control inspection records and sampling and test results
2. One 0.5-gallon sample of emulsified recycling agent from each load delivered to the project. Deliver the sample no later than 1 hour after samples are taken.
3. Batch logs for cement slurry production
4. Dilution data for asphaltic emulsion (fog seal coat)

During supplemental compaction of the CIR surface, submit quality control inspection records and sampling and test results.

Submit final profilograms for both initial measurements and measurements after corrections. Submit

1. One electronic copy of profile information in Microsoft Excel

Submit records of 12-foot straight-edge measurements for both initial measurements and measurements after corrections.

### 30-1. A.3 JUST-IN-TIME TRAINING

JITT is a formal training class for CIR and CIR paving techniques. JITT must be:

1. At least 2 hours long
2. At your option, an extension of the prepaving conference
3. Completed within 5 business days before you begin CIR work
4. Conducted during normal working hours

The following staff must complete Just-In-Time-Training (JITT):

1. Project manager
2. Project superintendent
3. Quality control staff
4. Equipment Operators

Provide a JITT instructor who is experienced with CIR methods, materials, and tests. The instructor must not be your employee, a material supplier, or a Department field staff member. Upon completion of JITT, the instructor must issue a certificate of completion to the participants.

Personnel who have completed equivalent JITT training within the preceding 12 months must submit certificates of completion when requesting exemption from attending this JITT.

Just In Time Training participation does not relieve you of responsibility under the contract for the successful completion of the work in conformance with the requirements of the plans and specifications.

### 30-1. A.4 QUALITY CONTROL AND ASSURANCE

Provide a quality control plan (QCP) that describes the organization, responsible parties and procedures you will use to:

1. Control quality
2. Determine when corrective actions are needed (action limits)
3. Implement corrective actions

The QCP must contain copies of the forms that will be used to provide all required inspection records and sampling and testing results. On the form used to record and report the quality control measurements, also show the job mix formula information.

Provide a contingency plan that describes the corrective actions you will take in the event of equipment break down. The corrective actions must include repairing and reopening the roadway to traffic using hot mix asphalt in compliance with Section 39, "Hot Mix Asphalt," of the Standard Specifications or temporary bituminous surfacing in compliance with these special provisions.

Hot mix asphalt must:

1. Be hot mix asphalt (Type A)
2. Use 3/4-inch aggregate grading
3. Use asphalt binder grade PG 64-10 or PG 64-16
4. Be placed using the Method construction process

Temporary bituminous surfacing must:

1. Be commercial quality bituminous material
2. Contain aggregate using 3/4-inch HMA grading in compliance with Section 39-1.02E, "Aggregate," of the Standard Specifications.
3. Use liquid asphalt SC-800 in compliance with Section 93, "Liquid Asphalts," of the Standard Specifications.

Meet with the Engineer at least 7 days before starting cold-in-place recycling work to review the QCP and contingency plan.

Provide a testing laboratory and personnel to perform quality control inspection, sampling and testing. Provide the Engineer with unrestricted access to the laboratory, sampling and testing sites, and all information resulting from job mix formula and quality control inspection and testing activities. Proficiency of testing laboratories and sampling and testing personnel must be reviewed, qualified, and approved by the Department in accordance with the Independent Assurance Program before starting cold-in-place recycling work.

Perform inspection, sampling and testing at a rate sufficient to ensure that cold-in-place recycling mixture, placement, compaction and finishing complies with the specifications.

During CIR work obtain two 0.5-gallon samples of emulsified recycling agent from each load delivered to the project. Use 1 sample for quality control testing. Deliver the remaining sample to the Engineer no later than 1 hour after samples are taken.

Divide the project into 3,000-square yard lots. For each lot:

1. Determine the actual recycle depth at each end of the milling drum at least once every 300 feet along the cut length
2. Determine the amount of emulsified recycling agent

3. Sample RAP behind the recycling equipment or the processed RAP before the addition of the emulsified recycling agent.
  - 3.1 Report the test results immediately to the Engineer
  - 3.2 Reprocess the RAP or take other corrective action to attain compliance
4. On every third sample taken, perform a wet field gradation for material passing the 1-inch through No. 4 sieves. Compare the sieved sample to the gradation band determined from the job mix formula and adjust the emulsified recycling agent if necessary.
5. Determine in place density and relative compaction of 10 random locations. Use the maximum obtainable density determined on the test strip or subsequently adjusted.

For each lot, measure or calculate and record the following information:

1. Length, width, depth of cut and calculated weight in tons of material processed
2. Weight of emulsified recycling agent added in tons
3. Percentage of added emulsified recycling agent in the lot's CIR mixture by weight
4. Weight of recycling additive used in tons (if used)
5. Percentage of recycling additive in the lot's CIR mixture by weight (if used)
6. Maximum particle size of the RAP before the addition of the emulsified recycling agent
7. Maximum obtainable density used for relative compaction calculation.
8. Nuclear gauge in-place density and relative compaction at 10 random locations.
9. Ambient and compacted recycled pavement surface temperatures
10. Maximum theoretical density under California Test 309 and void ratio (Report Only)
11. Rate of fog seal coat application
12. Rate of sand cover application

On the form used to record and report the quality control measurements, also show the job mix formula information.

Make adjustments during CIR operations for optimum quality. If adjustments are made, document the reason for the change and identify on the daily quality control inspection records and sampling and test results.

Daily, take and split a sample of the CIR mixture from a location approved by the Engineer. Split the samples into 2 parts and label the containers with location and station. Submit 1 split part to the Engineer and use 1 part for your testing. Determine maximum theoretical density under California Test 309. Use the maximum theoretical density and calculate void ratio for each nuclear gauge site and lot. Report on daily quality control inspection records and sampling and test results. The Department does not use your California Test 309 test results and void ratio to determine specification compliance.

**30-1. B MATERIAL**

**30-1. B.1 EXISTING MATERIAL**

Data of existing material investigations is available at the Department office.

**30-1. B.2 COLD MILLED EXISTING PAVEMENT MATERIAL**

Cold mill or plane and process existing asphalt concrete pavement (RAP) to comply with the following gradation:

Sieve Sizes	Percentage passing
1-inch	100

Separate RAP larger than 1-inch by screening or other means. Process RAP by mechanical means to pass a 1-inch sieve. Uniformly incorporate graded RAP into the CIR mixture. Dispose of oversized or deleterious RAP.

**30-1. B.3 EMULSIFIED RECYCLING AGENT**

Emulsified recycling agent must comply with Section 94, "Asphaltic Emulsions," of the Standard Specifications except Tables 1 through 4 do not apply. Emulsified recycling agent must comply with:

**Table 3: Emulsified Recycling Agent Requirements**

Test	Test Method	Requirement	
		Minimum	Maximum
Tests on emulsion:			
Sieve test, % of weight sample	AASHTO T59 <sup>a</sup>	---	0.1
Residue by distillation, %	AASHTO T59 <sup>a</sup>	60	
RAP Coating Test (min)	AASHTO T59 <sup>b</sup>	Good	
Tests on residue by distillation:			
Penetration at 25°C, 100 g / 5 sec	AASHTO T49	40	<u>120</u>
Absolute Viscosity at 60°C, pascal second (x10 <sup>-1</sup> ) (TV) <sup>d</sup>	AASHTO T2171	Report Only	

Notes:

<sup>a</sup> Modify AASHTO T 59 - distillation temperature of 350 °F with a 20 minute hold.

<sup>b</sup> CIR mixture emulsified recycling agent and water application rates to be determined using jobsite RAP in CIR mix design and submitted in job mix formula

<sup>c</sup> Target value (TV) is determined for emulsified recycling agent chosen for use and submitted in job mix formula

<sup>d</sup> Sieve residue from distillation on No. 20 sieve before determining viscosity.

Store emulsified recycling agent samples in clean, dry, and sealed 0.5-gallon plastic containers. After sampling, do not allow emulsified recycling agent sample temperature to exceed 100 degrees F.

**30-1. B.4 RECYCLING ADDITIVE**

You may add cement additives to the recycled pavement mixture. Recycling additive may be included in the job mix formula submittal. Include the process for incorporating recycling additive into the CIR mixture in the job mix formula submittal.

Recycling additive may be not less than 0.5 percent and not more than 1.0 percent of the dry weight of RAP. Cement must comply with Section 90 2.01A, "Cement," of the Standard Specifications.

Incorporate recycling additive into the recycling process by any of the following:

1. Introduce at the mill head as a slurry
2. Introduce directly in the pugmill as a slurry

**30-1. B.5 ASPHALT EMULSION (FOG SEAL COAT)**

Asphaltic emulsion (fog seal coat) must comply either with the specifications for Grade SS1h or Grade CSS1h in Section 94, "Asphaltic Emulsion," of the Standard Specifications or with the requirements for emulsified recycling agent of these special provisions. Choose the type and grade.

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 in compliance with the specifications for weighing, measuring, and metering devices under Section 9-1.01, "Measurement of Quantities," or you may 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 in writing:

1. The weight ratio of water to bituminous material in the original asphaltic emulsion

2. The weight of asphaltic emulsion before diluting
3. The weight of added water
4. The final dilution weight ratio of water to asphaltic emulsion

**30-1. B.6 SAND COVER**

Sand used for sand cover must comply with Section 90-3.03, "Fine Aggregate Grading," of the Standard Specifications. Sand must not contain clay, organic material or more than 2 percent moisture by dry weight of the sand.

**30-1. B.7 WATER**

Water must be clean and free of foreign substances and must not adversely affect the emulsified recycling agent or the CIR mixture.

Add water to facilitate the uniform mixing of emulsified recycling agent and RAP. The added water rate must not exceed 4.0 percent by weight of the CIR mixture and must be in compliance with the approved job mix formula.

The quantity of residual recycling agent in the CIR mixture must not vary due to added water.

**30-1. B.8 MIX DESIGN SAMPLING AND TESTING**

Obtain representative pavement material samples from the roadway to be cold milled or planed by coring or milling. Notify the Engineer at least 2 days prior to sampling.

CIR mixture design must comply with Lab Procedure 8 (LP-8), "Method of Test for Determining the Percent of Emulsified Recycling Agent to Use for Cold Recycling of Asphalt Concrete," available at:

<http://www.dot.ca.gov/hq/esc/Translab/ofpm/fpmlab.htm>

CIR mixture must comply with:

**Table 4: CIR Mixture Design Requirements**

CIR Mixture Design Requirements	Requirement
Gradation of Reclaimed Asphalt Pavement (RAP): California Test 202	Passing 1-inch
Asphalt Content of RAP: California Test 362 or 379 or ASTM D 2172 Method B	Report
Bulk Specific Gravity of Compacted Samples <sup>a</sup> , <sup>b</sup> : California Test 308, Method C	Report
Maximum Theoretical Specific Gravity <sup>b</sup> : California Test 309, including provisions of Section J	Report
Air Voids of Compacted and Cured Specimens <sup>b</sup> : CT 367 Part B	Report
Marshall Stability, Cured Specimen <sup>b</sup> : AASHTO T 245 104 °F (min)	1250 lb
Marshall Retained Stability, AASHTO T 245, 104 °F based on Moisture Conditioning on Cured Specimen (min) <sup>b, c</sup>	70% <sup>d</sup>
Ratio of Emulsion Residue to Cement (min)	<u>3.0</u>
Raveling Test, Section 9 of Lab Procedure LP-8, 50 °F	Report

Notes:

<sup>a</sup> 4-inch diameter mold compaction based on either 75 blow Marshall on each side or gyratory compactor at 30 gyrations.

<sup>b</sup> Test specimens after 140°F curing to constant weight between 16 hours and 48 hours.

<sup>c</sup> Vacuum saturation from 55 percent to 75 percent. Water bath at 77 °F for 23 hours, with the last 30 minutes to 40 minutes in 104 °F water bath.

<sup>d</sup> If the saturated Marshall Stability is at least 1500 lbs, the Marshall Retained Stability ratio may be reduced to 60%.

**30-1. B.9 CIR JOB MIX FORMULA SUBMITTAL**

The job mix formula submittal must include:

1. All test results used to determine compliance with CIR mixture design requirements
2. Gradations of RAP used in LP-8
3. Recommended quantity of emulsified recycling agent as a percentage by weight of dry RAP for each gradation in LP-8
4. Recommended water content range as a percent of dry RAP for each gradation in LP-8
5. Recommended quantity of recycling additive as a percentage by weight of dry RAP for each gradation in LP-8
6. Compaction apparatus used to form the Marshall specimens
7. Target values for the emulsified recycling agent used in the CIR mixture for:
  - 7.1. Penetration at 25 degrees C
  - 7.2. Viscosity at 60 degrees C
8. The following information for emulsified recycling agent and recycling additive
  - 8.1. Designation or product name
  - 8.2. Company name
  - 8.3. Location
  - 8.4. Residue content for emulsified recycling agent
  - 8.5. Certificates of compliance with test results
9. Process for incorporating recycling additive
10. Preliminary estimates of time intervals between CIR mixing and compaction relative to ambient temperature.

### **30-1. C CONSTRUCTION**

#### **30-1. C.1 GENERAL**

Do not disturb or damage the underlying materials during cold milling or planing operation. Do not use a heating device to soften the pavement.

You are responsible for the final CIR product. You may adjust the application rate of emulsified recycling agent or recycling additive in the field as needed so as to provide a satisfactory product. Document any changes.

Do not perform CIR work during wet conditions or start if rain is forecast within 24 hours by the National Weather Service for the county where you will be working. Do not perform CIR work unless the pavement temperature is a minimum 60 degrees F and the ambient temperature is a minimum 50 degrees F and rising. Complete all CIR work including compaction at least 30 minutes before sunset.

Do not leave gaps of unrecycled material between successive cuts along the same longitudinal cut line. Do not leave untreated wedges created by the entry of the milling drum into the existing pavement. Longitudinal joints between successive cuts must overlap by 4 inches minimum.

#### **30-1. C.2 TEST STRIP AND STARTUP PROCEDURES**

On the first day of operations and within the limits of CIR work, construct a test strip. The test strip must be a single lane width wide and at least 1,500 feet in length. The test strip must demonstrate:

1. The equipment, materials, and processes proposed can produce CIR mixture and placement that complies with the specifications
2. The effect of varying the forward speed and drum rotation rate of the cold milling or planing machine and mixing on the consistency of the CIR mixture
3. The optimum rates for emulsified recycling agents, recycling additive, and water
4. The sequence and methods of rolling necessary to determine the maximum obtainable density using a compaction rolling pattern established in the field by you and reviewed by the Engineer. A rolling pattern for compaction is defined such that no increase in density is achieved on successive nuclear density tests for any additional passes of the compaction equipment once the maximum density pattern has been identified (“break over point”).

Measure or calculate and record the following information:

1. Length, width, depth of cut and calculated weight in tons of material processed
2. Weight of emulsified recycling agent added in tons
3. Percentage of added emulsified recycling agent in the lot's CIR mixture by weight
4. Weight of recycling additive used in tons
5. Percentage of recycling additive in the lot's CIR mixture by weight
6. Maximum particle size of the RAP before the addition of the emulsified recycling agent
7. Maximum obtainable density used for relative compaction calculation.
8. Nuclear gauge in-place density and relative compaction at 10 random locations.
9. A rolling vs. density chart that shows the progress of densification from initial laydown through maximum obtainable density at the "break over point"
10. Ambient and compacted recycled pavement surface temperatures
11. Maximum theoretical density under California Test 309 and void ratio (Report Only)

You can proceed with CIR work once the test strip is approved by the Engineer. Do not continue cold-in-place recycling work if the equipment and process fail to meet the requirements or a test strip is not approved by the Engineer.

If the test strip fails, determine and document the corrective actions you will take to ensure that the next test strip will comply with the specifications. Discuss the changes with the Engineer before proceeding. Rework and recompact or remove and replace test strips that do not comply with the specifications.

Use the same equipment, materials, and construction methods that were used for the approved test strip for the remainder of the CIR work. Adjustments must be authorized by the Engineer.

### 30-1. C.3 COLD IN-PLACE RECYCLING EQUIPMENT

#### 30-1. C.3.a GENERAL

Use equipment that:

1. Mills and crushes or sizes the existing asphalt pavement.
2. Mixes the RAP with the emulsified recycling agent and recycling additive into a homogeneous and uniformly coated mixture.
3. Places the CIR mixture to the lines, grades, and specifications.

The equipment and materials used for CIR work must always be available on the job site. The recycling train must include equipment for:

1. Cold milling or planing
2. Crushing or sizing
3. Mixing and proportioning
4. Water storage and supply
5. Cement slurry storage and supply
6. Cement slurry mixing and spreading
7. CIR mixture spreading
8. Compacting
9. Fog sealing the surface
10. Spreading sand cover

#### 30-1. C.3.b COLD MILLING OR PLANING EQUIPMENT

Provide a cold milling or planing machine that:

1. Is self-propelled

2. Has a minimum 12-foot cutter that can remove the existing pavement to the specified depths
3. Is equipped with automatic depth and cross slope controls capable of maintaining the cutting depth to within 0.25- inch of the specified depth

Cold milling or planing must not disturb or damage the underlying material. Do not use a heating device to soften the pavement.

A smaller cold milling or planing machine may be used for shoulders and miscellaneous areas.

#### 30-1. C.3.c CRUSHING OR SIZING EQUIPMENT

Crushing or sizing equipment must produce material to the specified size before mixing millings with emulsified recycling agent.

#### 30-1. C.3.d MIXING AND PROPORTIONING EQUIPMENT

The mixing equipment must mix the milled pavement material, emulsified recycling agent, water, and recycling additive to produce a homogeneous mixture of thoroughly and uniformly coated RAP of unchanging appearance.

The Division of Measurement Standards, Department of Food and Agriculture, State of California must type-approve weighing and measuring devices for proportioning, except continuous weigh belts. Test weighing and measuring devices used in the proportioning of CIR material under California Test 109.

#### 30-1. C.3.e PUGMILL

Provide a continuous mixing chamber/pugmill mixing machine as part of the recycle train with either a belt scale or an integrated microprocessor control system to:

1. Control the milled pavement material delivered to the mixing chamber/pugmill by weight
2. Automatically control the amount of recycling agent and recycling additive being delivered by weight

Equip the mixing chamber/pugmill with paddles or other suitable mixing device arranged to mix the RAP, emulsified recycling agent, and recycling additive to produce the specified CIR mixture. Feed RAP from the crushing or sizing equipment to the mixer at a uniform and controlled rate.

#### 30-1. C.3.f WATER STORAGE AND SUPPLY EQUIPMENT

Provide as part of the recycle train an independent supplemental water source separate from the water added to the mill to cool the teeth. Interlock the supplemental water with the RAP weighing device or microprocessor to properly disperse the emulsified recycling agent.

The water source for the emulsified recycling agent must be independent of the cement or lime slurry.

#### 30-1. C.3.g CEMENT SLURRY STORAGE AND SUPPLY EQUIPMENT

Provide cement slurry storage and supply equipment with agitators or similar equipment to keep the cement slurry in suspension while held in the slurry feed tank. Keep cement slurry in suspension during transport using agitator equipment.

#### 30-1. C.3.h MIXING AND SPREADING OF CEMENT

Produce cement slurry at the jobsite.

You must add cement slurry directly to the pugmill or spray it over the cold milling or planing machine's cutting teeth.

#### 30-1. C.3.i SPREADING EQUIPMENT

Spreading equipment must be pavers in compliance with Section 39-1.10, "Spreading and Compacting Equipment," of the Standard Specifications. Pavers must have a minimum power of 170 hp. The paver's loading equipment must pick up the CIR mixture and deposit it in the paving machine without waste. If the paving screed is directly attached to the CIR equipment, feed the CIR mixture directly to the paving screed.

### 30-1. C.3.j COMPACTING EQUIPMENT

Provide compacting equipment in compliance with Sections 39-1.10, "Spreading and Compacting Equipment," and 39-3.03, "Spreading and Compacting Equipment," of the Standard Specifications. Provide a minimum of one pneumatic-tired roller weighing at least 25 tons and 1 double drum vibratory steel-wheeled roller weighing at least 10 tons. Rollers must be not less than 5.6-foot wide. Each roller must have working water spray systems.

### 30-1. C.4 PROPORTIONING CEMENT SLURRY

#### 30-1. C.4.a GENERAL

You must mix cement slurry using continuous mixing or batch mixing proportioning. Before starting proportioning, the Division of Measurement Standards, Department of Food and Agriculture, State of California must type-approve weighing and measuring devices, except continuous weigh belts, for cement slurry additives. Test weighing and measuring devices used in the proportioning of slurry under California Test 109.

#### 30-1. C.4.b CEMENT SLURRY CONTINUOUS MIXING PROPORTIONING

If you use continuous proportioning for slurry production, the proportioning device must determine the exact ratio of water to dry cement at each production rate. Rate-of-flow indicators and totalizers for like materials must be accurate within 0.5 percent of each other. Use the following methods:

1. A belt scale must weigh cement. When the belt scale operates between 30 percent and 100 percent of production capacity, the average difference between the indicated material weight and the actual material weight must not exceed 0.5 percent of the actual material weight for 3 individual runs. For any of the 3 individual runs, the indicated material weight must not vary from the actual material weight by more than one percent of the actual material weight. Tests for belt scale accuracy must be for at least 0.5 tons of cement. Weigh actual material mass on a certified scale.
2. A meter must measure water used in slurry. When the meter operates between 50 percent and 100 percent of production capacity, the average difference between the indicated water weight and the actual water weight must not exceed one percent of the actual weight for 3 individual runs. Tests for water meter accuracy must be for at least 300 gallons of water. Weigh actual mass on a certified scale.
3. Meters and scales used must be equipped with rate-of-flow indicators that show the delivery rates of cement and water and resettable totalizers that indicate the total amounts of cement and water introduced into the slurry storage tank. Individual feeds for water and cement must be equipped with no-flow devices that stop slurry production when either of the individual ingredients is not being delivered to the slurry storage tank.

#### 30-1. C.4.c CEMENT SLURRY BATCH MIXING PROPORTIONING

If you use batch-type proportioning for slurry production use the following methods:

1. Weigh proportioning for cement with a certified scale.
2. Provide water meter equipped with a resettable totalizer. If an automatic controller is used to batch the cement it must also control the water proportioning. If an automatic controller is used to proportion the water the indicated draft of the water must be within one percent of its total draft weight. Test water meter accuracy for at least 300 gallons of water.
3. When the meter operates between 50 percent and 100 percent of production capacity, the average difference between the indicated water weight and the actual water weight must not exceed one percent of the actual water weight for 3 individual runs.

### 30-1. C.5 SURFACE PREPARATION

Before beginning CIR work, prepare the existing roadway by:

1. Removing objectionable materials from the entire roadway width including:

- 1.1. Dirt
  - 1.2. Vegetation
  - 1.3. Standing water
  - 1.4. Combustible materials
  - 1.5. Oils
2. Accurately referencing the existing pavement's profile and cross slope. Use the profile and cross slope to establish the CIR finished surface.
  3. Accurately marking the proposed longitudinal cut lines on the existing roadway surface

Excavate and dispose of any unsuitable subgrade material encountered in accordance with Section 19-1.03B of the Standard Specifications. Unless otherwise directed by the Engineer, backfill the resulting space with Class 2 Aggregate Base in conformance with Sections 26-1.03C, "Spreading," and 26-1.03D, "Compacting," of the Standard Specifications.

Top the Class 2 Aggregate Base with Type A hot mix asphalt or premixed bituminous surfacing equivalent in thickness to the existing asphalt concrete layer adjacent to the excavation. If premixed bituminous surfacing is used, remove and replace it with Type A asphalt concrete prior to placement of HMA over the CIR surface. Place HMA in layers and compact until the level of the CIR surface is reached.

Excavate, dispose, and replace in compliance with Section 4-1.05, "Changes and Extra Work," of the Standard Specifications.

#### 30-1. C.6 PROPORTIONING DURING CIR WORK

Meter or weigh cement slurry into the RAP using a mass flow coriolis effect type meter. Measure the amount of cement slurry to the amount reported in the job mix formula or the amount as adjusted in the field and approved by the Engineer.

Meter or weigh emulsified recycling agent into the RAP using a mass flow coriolis effect type meter. Measure the amount of emulsified recycling agent to the amount reported in the job mix formula or the amount as adjusted in the field and approved by the Engineer.

Scales for calibrating proportioning devices that add cement must comply with Section 9 1.02, "Measurement," of the Standard Specifications and must be error-tested in compliance with California Test 109 within 72 hours of calibrating the proportioning devices.

#### 30-1. C.7 SPREADING AND INITIAL COMPACTING

Remove any visible oversized crack treatment materials in the RAP or in the CIR mixture prior to placement and compaction.

Prevent particle segregation when the CIR mixture exits the mixing chamber. Do not allow segregation, tearing, or scarring of the compacted surface.

Determine the time interval between spreading and compacting CIR mixture. Establish the time interval based on ambient temperatures, weather, and type of emulsified recycling agent. Record the time intervals in the daily quality control records. Avoid starting or stopping rolling on uncompacted material.

Compact the CIR mixture by following the rolling pattern established in the Test Strip. Perform compaction testing within each lot at 10 random locations. Relative compaction of the lot is the average of the 10 locations divided by maximum obtainable density obtained in the test strip (as percent).

A new rolling pattern and a new maximum obtainable density must be established if any of the following occurs:

1. Relative compaction of any of the 10 individual locations is less than 95 percent or greater than 105 percent of the maximum obtainable density obtained in the test strip
2. Relative compaction of the lot is less than 97 percent or greater than 103 percent of the maximum obtainable density obtained in the test strip
3. Changes in RAP or proportions
4. Changes in equipment or procedures
5. Significant change in temperature or weather conditions
6. Major displacement or cracking occurs

Perform final rolling with a double-drum vibratory steel-wheel roller operating in static or vibratory mode. The compacted CIR surface must be free from raveling, segregation, rutting, humps, depressions, roller marks, or irregularities.

Cold in-place recycled asphalt concrete that does not conform to these special provisions must be reworked, re-compact, or removed and replaced at your expense.

#### 30-1. C.8 INITIAL IN-PLACE DENSITY

Before applying fog seal coat or opening the roadway to traffic, determine the in-place density and relative compaction for 10 random locations within the lot. Relative compaction of each of the 10 individual locations must be greater than or equal to 95 percent or less than or equal to 105 percent of the maximum obtainable density obtained in the test strip. Relative compaction of the lot must be greater than or equal to 97 percent or less than or equal to 103 percent of the maximum obtainable density obtained in the test strip.

If the relative compaction does not meet requirements, construct additional test strips to define the maximum obtainable density for the CIR mixture being produced; the rates of emulsified recycling agents, additives, and water; and the site conditions.

#### 30-1. C.9 FOG SEAL COAT AND SAND COVER

Apply fog seal coat followed by sand cover to the finished CIR surface after compaction and before opening the CIR surface to traffic.

After initial compaction has been achieved, and prior to opening the recycled pavement mixture to traffic; apply asphaltic emulsion (fog seal coat) to the CIR surface. Dilute asphaltic emulsion such that the weight ratio of added water to asphaltic emulsion is no more than 1 to 1. Apply the fog seal coat at a rate between 0.08-gallon and 0.13-gallon. Determine the rate of application such that a stable and safe roadway surface can be maintained until the surface is overlaid.

Close areas receiving fog seal coat to traffic until sand cover has been applied. Do not track fog seal coat onto pavement surfaces beyond the job site.

Apply sand cover immediately following application and break of the fog seal coat.

Spread sand cover by means of a self-propelled spreader equipped with a mechanical device that will spread the sand at a uniform rate over the CIR surface. Spread sand at a rate of 1.0 to 2.0 pounds per square yard. Determine exact application rate of sand. Remove excess sand from the pavement surface by sweeping.

#### 30-1. C.10 CURE, MAINTAIN AND PROTECT CIR SURFACE

The CIR must cure in place before supplemental compaction and placement of the initial hot mix asphalt layer either:

1. For a minimum of 3 days and until there is less than 2.0 percent moisture measured at mid depth remaining in the cold in-place recycled pavement mixture.
2. A minimum of 10 days without rainfall.

Maintain and protect finished CIR surface until the initial layer of hot mix asphalt surfacing is placed. Maintain an even and uniform surface. Immediately repair any damage or defects by:

1. Reworking and recompacting the CIR
2. Replacing any damaged area with the same depth of hot mix asphalt.

### 30-1. C.11 SUPPLEMENTAL COMPACTION

Recompact the CIR after cure and prior to smoothness testing and placement of the initial layer of HMA surfacing.

Use the same equipment and construction methods that were used for the approved test strip for the remainder of the supplemental compaction. Adjustments must be authorized by the Engineer.

You will determine and the Engineer will authorize the dimensions of the work area that will be established as a lot for supplemental compaction.

For each lot of supplemental compaction, perform compaction testing at 10 random locations and determine the in-place density and relative compaction. Determine relative compaction of the lot using the average of the in-place density of the 10 locations and the maximum obtainable density from the supplemental compaction test strip.

Relative compaction of each of the 10 individual locations must be greater than or equal to 95 percent or less than or equal to 105 percent of the maximum obtainable density obtained in the test strip. Relative compaction of the lot must be greater than or equal to 97 percent or less than or equal to 103 percent of the maximum obtainable density obtained in the test strip.

If the relative compaction does not meet requirements, construct additional test strips to define the maximum obtainable density for the CIR mixture being produced; the rates of emulsified recycling agents, additives, and water; and the site conditions.

For each lot, measure or calculate and record the following information:

1. Length and width
2. Maximum theoretical density used for compaction calculation
3. Nuclear gauge in-place density and relative compaction at 10 random locations
4. Relative compaction for the lot
5. Ambient and compacted recycled pavement surface temperatures
6. Average in-place density and relative compaction

### 30-1. C.12 SUPPLEMENTAL COMPACTION TEST STRIP

On the first day of supplemental compaction operations, construct a test strip. The test strip must be a single lane width wide and at least 1,500 feet in length. The test strip must demonstrate the sequence and methods of rolling necessary to determine the maximum obtainable density. A rolling pattern for compaction is defined such that no increase in density is achieved on successive nuclear density tests for any additional passes of the compaction equipment once the maximum density pattern has been identified ("break over point").

Measure or calculate and record the following information:

1. Length and width of CIR surface processed
2. Maximum obtainable density
3. Nuclear gauge in-place density and relative compaction at 10 random locations
4. A rolling vs. density chart that shows the progress of densification from initial laydown through maximum obtainable density at the "break over point"
5. Ambient and compacted recycled pavement surface temperatures

You can proceed with supplemental compaction once the test strip is approved by the Engineer. Do not continue supplemental compaction if the equipment and process fail to meet the requirements or a test strip is not approved by the Engineer.

If the test strip fails, determine and document the corrective actions you will take to ensure that the next test strip will comply with the specifications. Discuss the changes with the Engineer before proceeding. Rework and recompact or remove and replace test strips that do not comply with the specifications.

### 30-1. C.13 SMOOTHNESS

Determine CIR surface smoothness with a profilograph and a 12-foot long straightedge.

Under California Test 526, determine the zero ( $PI_0$ ) and must-grinds on the CIR surface. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane. A must-grind is a deviation of 0.40 inch or more in a length of 25 feet.

Calibrate the profilograph and profile the pavement in the Engineer's presence. Submit written final profilograms and 12-foot straightedge measurements within 48 hours of completing the measurements.

Submit to the Engineer in writing at least 7 days before starting CIR work any request for adjusting schedule. Complete profiles, smoothness corrective work and rerun profiles showing smoothness compliance before placing the initial layer of HMA over the CIR. Before the Engineer accepts CIR pavement for smoothness, submit final profilograms.

The following areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge in the presence of the Engineer.

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:
  - 2.1. Existing pavement not constructed under the same project
  - 2.2. A bridge deck or approach slab
3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present on:
  - 4.1. Ramps
  - 4.2. Connectors
5. Turn lanes and areas within 15 feet of manholes or drainage transitions
6. Acceleration and deceleration lanes for at-grade intersections
7. Shoulders and miscellaneous areas
8. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement
9. Sections of city or county streets and roads, turn lanes and collector lanes that are less than 1,500 feet in length

The CIR surface must not vary from the lower edge of a 12-foot straightedge:

1. More than 0.01 foot when the straight edge is laid parallel with the centerline.
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane.

You must correct areas that do not comply with the smoothness specifications, by grinding, rework and recompaction or removal and replacement. Do not start corrective work until your choice of methods is authorized by the Engineer. Corrected CIR areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

After correcting for smoothness, measure the corrected CIR surface and correct again as necessary until the surface is within specified tolerances.

Provide a shadow vehicle with truck mounted attenuator in compliance with "Traffic Control System for Lane Closure" of these special provisions while performing profilograph or straightedge operations. Operate the shadow vehicle within a stationary lane closure and between 75 feet and 100 feet from straightedge operation.

### **30-1. D PAYMENT**

The contract price paid per ton for cold in-place recycling includes: emulsified recycling agent, asphaltic emulsion (fog seal coat), recycling additive (cement), sand cover (seal) and full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in cold in-place recycling, complete in place, as shown on the plans as specified in these special provisions, and as directed by the Engineer.

Full compensation for the quality control plan and contingency plan is included. No additional compensation will be allowed therefor.

Full compensation for performing and submitting mix designs and for sampling, testing, inspection, testing facilities, and preparation and submittal of results is included in the contract price paid for cold in-place recycling and no additional compensation will be allowed therefor.

The Engineer does not adjust payment for increases or decreases in the quantities for emulsified recycling agent, asphaltic emulsion (fog seal coat), recycling additive (cement) and sand cover regardless of the reason for the increase or decrease. Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications does not apply to the items of emulsified recycling agent, asphaltic emulsion (fog seal coat) recycling additive (cement) and sand cover.

END OF SECTION

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**SECTION 31 NOT USED**

**SECTION 32 NOT USED**

**SECTION 33 NOT USED**

**SECTION 34 NOT USED**

**SECTION 35 NOT USED**

**SECTION 36 NOT USED**

**SECTION 37 NOT USED**

**SECTION 38 NOT USED**

**SECTION 39 HOT MIX ASPHALT**

Refer to Section 39, "Hot Mix Asphalt" of the Standard Specifications and the provisions within this section.

Hot Mix Asphalt shall be Type A,  $\frac{3}{4}$ " Aggregate Gradation, PG 64-10 Asphalt Binder and shall be applied at thicknesses dictated by either construction "Method A" OR "Method B," see section 39-1 "Placement" of these Special Provisions.

### **39-1 PLACEMENT**

#### **39-1. A ALTERNATIVE CONSTRUCTION METHOD A**

For overlay with digouts and paving fabric interlayer, the total lift thickness shall be 0.25', with the first lift being placed 0.12' thick. Refer to Section 88 "Geosynthetics" for more information regarding paving fabric interlayer.

**39-1. B ALTERNATIVE CONSTRUCTION METHOD B**

For overlay with cold in-place recycling, a single lift 0.20' thick shall be placed over cold in-place recycling as shown.

**39-2 GENERAL**

Refer to Section 39-1.01, "General" of the Standard Specifications.

**39-2. A MATERIALS**

**39-2. A.1 AGGREGATE**

Refer to Section 39-1.02E, "Aggregate" of the Standard Specifications.

Replace "less than 10 percent" in note "b" in the table titled "Aggregate Quality" of section 39-1.02E with: "10 percent or less."

**39-2. A.2 HOT MIX ASPHALT MIX DESIGN**

Refer to Section 39-1.03B, "Hot Mix Asphalt Mix Design" of the Standard Specifications.

Replace the 1st paragraph of section 39-1.03B with:

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table:

**HMA Mix Design Requirements**

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Air void content (%)	California Test 367	4.0	4.0	Section 39-1.03B
Voids in mineral aggregate (% min.) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--
		15.0	15.0	--
		14.0	14.0	18.0–23.0 <sup>a</sup>
		13.0	13.0	18.0–23.0 <sup>a</sup>
Voids filled with asphalt (%) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Note c
		65.0–75.0	65.0–75.0	
		65.0–75.0	65.0–75.0	
		65.0–75.0	65.0–75.0	
Dust proportion No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2	0.6–1.2	Note c
		0.6–1.2	0.6–1.2	
Stabilometer value (min.) <sup>b</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--
			35	23

<sup>a</sup> Voids in mineral aggregate for RHMA-G must be within this range.

<sup>b</sup> California Test 304, Part 2C.12.

<sup>c</sup> Report this value in the JMF submittal.

**39-2. A.3 JOB MIX FORMULA SUBMITTAL**

Refer to Section 39-1.03C, "Job Mix Formula Submittal" of the Standard Specifications.

Replace item 4 in the list in the 1st paragraph of section 39-1.03C with:

4. JMF renewal on a Caltrans Job Mix Formula Renewal form, if applicable

**39-2. A.4 JOB MIX FORMULA VERIFICATION**

Refer to Section 39-1.03E, "Job Mix Formula Verification" of the Standard Specifications.

Replace the 2nd paragraph of section 39-1.03E with:

Use the OBC specified on your Contractor Hot Mix Asphalt Design Data form. No adjustments to asphalt binder content are allowed. Based on your testing and production experience, you may submit an adjusted aggregate gradation TV on a Contractor Job Mix Formula Proposal form before verification testing. Aggregate gradation TV must be within the TV limits specified in the aggregate gradation tables.

Add between the 3rd and 4th paragraphs of section 39-1.03E: Asphalt binder set point for HMA must be the OBC specified on your Contractor Hot Mix Asphalt Design Data form. When RAP is used, asphalt binder set point for HMA must be:

$$\text{Asphalt Binder Set Point} = \frac{\frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)} - R_{RAP} \left[ \frac{BC_{RAP}}{\left(1 - \frac{BC_{RAP}}{100}\right)} \right]}{100 + \frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)}}$$

Where:

$BC_{OBC}$  = optimum asphalt binder content, percent based on total weight of mix

$R_{RAP}$  = RAP ratio by weight of aggregate

$C_{RAP}$  = asphalt binder content of RAP, percent based on total weight of RAP mix

Replace item 4 in the list in the 8th paragraph of section 39-1.03E with:

4. HMA quality specified in the table titled "HMA Mix Design Requirements" except:
  - 4.1. Air void content, design value  $\pm 2.0$  percent
  - 4.2. Voids filled with asphalt, report only
  - 4.3. Dust proportion, report only

Replace the 12th paragraph of section 39-1.03E with:

If tests on plant-produced samples do not verify the JMF, the Engineer notifies you and you must submit a new JMF or submit an adjusted JMF based on your testing. JMF adjustments may include a change in aggregate gradation TV within the TV limits specified in the aggregate gradation tables.

Replace the 14th paragraph of section 39-1.03E with:

A verified JMF is valid for 12 months.

Replace the last sentence in the 15th paragraph of section 39-1.03E with:

This deduction does not apply to verifications initiated by the Engineer or JMF renewal

**39-2. A.5 JOB MIX FORMULA RENEWAL**

Refer to Section 39-1.03F, "Job Mix Formula Verification" of the Standard Specifications.

Add between the 1st and 2nd paragraphs of section 39-1.03F:

Target asphalt binder content on your Contractor Job Mix Formula Proposal form and the OBC specified on your Contractor Hot Mix Asphalt Design Data form must be the same.

Delete the 4th paragraph of section 39-1.03F.

Replace items 3 and 5 in the list in the 6th paragraph of section 39-1.03F with:

3. Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF renewal within a 12-month period.

Add between the 6th and 7th paragraphs of section 39-1.03F:

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

#### 39-2. A.6 JOB MIX FORMULA ACCEPTANCE

Refer to Section 39-1.03G, "Job Mix Formula Acceptance" of the Standard Specifications.

Replace section 39-1.03G with:

#### **39-1.03G Job Mix Formula Modification**

For an accepted JMF, you may change asphalt binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

1. Proposed modified JMF on Contractor Job Mix Formula Proposal form
2. Mix design records on Contractor Hot Mix Asphalt Design Data form for the accepted JMF to be modified
3. JMF verification on Hot Mix Asphalt Verification form for the accepted JMF to be modified
4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on the Contractor Asphalt Mix Design Data form
5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

1. Stability as shown in the table titled "HMA Mix Design Requirements"
2. Air void content at design value  $\pm 2.0$  percent
3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
4. Voids filled with asphalt, report only
5. Dust proportion, report only

If the modified JMF is verified, the Engineer revises your Hot Mix Asphalt Verification form to include the new asphalt binder source. Your revised form will have the same expiration date as the original form.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected.

The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 for each modified JMF verification that requires California Test 371.

Add to section 39-1.03:

#### **39-1.03H Job Mix Formula Acceptance**

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

## **39-2. B CONTRACTOR QUALITY CONTROL**

### **39-2. B.1 GENERAL**

Refer to Section 39-1.04A, "General" of the Standard Specifications.

Replace "3 days" in the 1st paragraph of section 39-1.04A with:  
3 business days

Replace the 2nd sentence in the 2nd paragraph of section 39-1.04A with:  
During production, take samples under California Test 125. You may sample HMA from:

Replace "5 days" in the 1st paragraph of section 39-1.06 with:  
5 business days

## **39-2. C PRODUCTION**

### **39-2. C.1 GENERAL**

Refer to Section 39-1.08A, "General" of the Standard Specifications.

Replace the 3rd paragraph of section 39-1.08A with:  
During production, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

Add to section 39-1.08A:

During production, asphalt binder set point for HMA Type A, HMA Type B, HMA Type C, and RHMA-G must be the OBC shown in Contractor Hot Mix Asphalt Design Data form. For OGFC, asphalt binder set point must be the OBC shown on Caltrans Hot Mix Asphalt Verification form. If RAP is used, asphalt binder set point for HMA must be calculated as specified in section 39-1.03E.

You must request adjustments to the plant asphalt binder set point based on new RAP stockpiles average asphalt binder content. Do not adjust the HMA plant asphalt binder set point until authorized.

### **39-2. C.2 MIXING**

Refer to Section 39-1.08B, "Mixing" of the Standard Specifications.

Replace the 3rd paragraph of section 39-1.08B with:  
Asphalt rubber binder must be from 375 to 425 degrees F when mixed with aggregate.

## **39-2. D TRANSPORTING, SPREADING, AND COMPACTING**

Refer to Section 39-1.11, "Transporting, Spreading, and Compacting" of the Standard Specifications.

Replace the 15th paragraph of section 39-1.11 with:  
For Standard and QC/QA construction processes, if 3/4-inch aggregate grading is specified, you may use a 1/2-inch aggregate grading if the specified total paved thickness is at least 0.15 foot and less than 0.20 foot thick.

Replace the 17th paragraph of section 39-1.11 with:  
Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

## **39-2. E SMOOTHNESS**

Refer to Section 39-1.12, "Smoothness" of the Standard Specifications.

Replace "3 inches per 0.1-mile section" in the 5th paragraph of section 39-1.12C with:  
2.5 inches per 0.1-mile section

Replace "6 inches per 0.1-mile section" in the 6th paragraph of section 39-1.12C with:  
5 inches per 0.1-mile section.

## **39-2. F MISCELLANEOUS AREAS AND DIKES**

Refer to Section 39-1.14, "Miscellaneous Areas and Dikes" of the Standard Specifications.

Add to section 39-1.14:

Prepare the area to receive HMA for miscellaneous areas and dikes, including any excavation and backfill as needed.

Replace "6.8" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

6.4

Replace "6.0" in item 3 in the list in the 4th paragraph of section 39-1.14 with:

5.7

Replace "6.8" in the 1st paragraph of section 39-1.15B with:

6.4

Replace "6.0" in the 1st paragraph of section 39-1.15B with:

5.7

### **39-3 METHOD CONSTRUCTION PROCESS**

#### **39-3. A ACCEPTANCE CRITERIA**

Refer to Section 39-3.02, "Acceptance Criteria" of the Standard Specifications.

Replace the 1st paragraph of section 39-3.02A with:

The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

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**HMA Acceptance—Method Construction Process**

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	California Test 202	JMF ± tolerance <sup>b</sup>			
Sand equivalent (min) <sup>c</sup>	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) <sup>c, d</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--	--
		37	35	23	--
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90	25	--	90
		75	--	90	75
		70	20	70	90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12	--	12	12
		45	50	40	40
Air void content (%) <sup>c, e</sup>	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) <sup>f</sup>	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>g</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Report only	--
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
		65.0–75.0	65.0–75.0		
Voids in mineral aggregate (% min) <sup>g</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--	--
		15.0	15.0	--	--
		14.0	14.0	18.0–23.0 <sup>h</sup>	18.0–23.0 <sup>h</sup>
		13.0	13.0	18.0–23.0 <sup>h</sup>	18.0–23.0 <sup>h</sup>
Dust proportion <sup>g</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6-1.2	0.6-1.2	Report only	--
		0.6–1.2	0.6–1.2		
Smoothness	Section 39-1.12	12-foot straight-edge and must-grind			
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92

Asphalt rubber binder	Various	--	--	Section 92-1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.

<sup>b</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.

<sup>c</sup> The Engineer reports the average of 3 tests from a single split sample.

<sup>d</sup> California Test 304, Part 2C.12.

<sup>e</sup> The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

<sup>f</sup> The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

<sup>g</sup> Report only.

<sup>h</sup> Voids in mineral aggregate for RHMA-G must be within this range.

### **39-4 RUMBLE STRIP**

#### **39-4. A GENERAL**

This work includes constructing shoulder rumble strips in the top layer of hot mix asphalt surfacing by rolled-in methods.

#### **39-4. B CONSTRUCTION**

Do not construct shoulder rumble strips on structures, approach slabs or driveway aprons within 50 feet of driveways or intersections, or as directed by the Engineer.

Construct rumble strips within 2 inches of the alignment as shown. The grinding equipment must be equipped with a sighting device enabling the operator to maintain the rumble strip alignment.

Indentations must comply with the dimensions shown within 0.06 inch in depth and 10 percent in length and width.

Rolled surface areas must be neat and uniform in appearance. Finished rumble strips not meeting the specified tolerances, shall be brought within tolerance by either abrasive grinding or removal and replacement. If grinding is required, equipment must be equipped with a vacuum attachment to remove all residue from the roadbed. The corrective method will be selected by the Engineer. The corrective work shall be at the Contractor's expense.

Dispose of removed material at location directed by the engineer.

#### **39-4. C PAYMENT**

The contract item for rumble strip is measured by the station along the length of the rumble strip without deductions for gaps between indentions.

END OF SECTION

**SECTION 40 NOT USED**

**SECTION 41 NOT USED**

**SECTION 42 NOT USED**  
**SECTION 43 NOT USED**  
**SECTION 44 NOT USED**  
**SECTION 45 NOT USED**  
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**SECTION 66 NOT USED**  
**SECTION 67 NOT USED**

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**SECTION 68 NOT USED**

**SECTION 69 NOT USED**

**SECTION 70 NOT USED**

**SECTION 71 NOT USED**

**SECTION 72 NOT USED**

**SECTION 73 NOT USED**

**SECTION 74 NOT USED**

**SECTION 75 NOT USED**

**SECTION 76 NOT USED**

**SECTION 77 NOT USED**

**SECTION 78 NOT USED**

**SECTION 79 NOT USED**

**SECTION 80 NOT USED**

**SECTION 81 NOT USED**

**SECTION 82 MARKERS AND DELINEATORS**

Refer to Section 82, "Markers and Delineators" of the Standard Specifications.

**SECTION 83 NOT USED**

**SECTION 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS**

**84-1 GENERAL**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

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

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359 99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m 2 lx 1. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m 2 lx 1. Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be Extruded Thermoplastic and shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

**Table 5: Thermoplastic Thickness and Application Rate**

<b>MINIMUM STRIPE THICKNESS (INCH)</b>	<b>MINIMUM MARKING THICKNESS (INCH)</b>
0.100	0.120

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern

**84-2 PAYMENT**

Refer to Section 84-2.04, "Payment" of the Standard Specifications.

Replace the 1<sup>st</sup> paragraph in Section with: A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 2 traffic stripes.

END OF SECTION

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**SECTION 85 NOT USED**

**SECTION 86 NOT USED**

**SECTION 87 NOT USED**

**SECTION 88 GEOSYNTHETICS**

Refer to Section 88, "Geosynthetics" of the Standard Specifications. Geosynthetic paving fabric interlayer shall comply with Section 88-1.02J. Refer to Section 39 of these special provisions for more information.

END OF SECTION

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**SECTION 89 NOT USED**

**SECTION 90 NOT USED**

**SECTION 91 NOT USED**

**SECTION 92 ASPHALTS**

Refer to Section 92, "Asphalts" of the Standard Specifications. Replace the row for dynamic shear for original binder in the table in the 1<sup>st</sup> paragraph of section 92-1.02B with:

Dynamic shear, Test temperature at 10 rad/s, °C	T					
min G*/sin(delta), kPa	315	58	64	64	64	70
max G*/sin(delta), kPa		1.00	1.00	1.00	1.00	1.00
		2.00	2.00	2.00	2.00	2.00

END OF SECTION

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## **SECTION 93 LIQUID ASPHALTS**

Refer to Section 93, "Liquid Asphalts" of the Standard Specifications.

END OF SECTION

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## **SECTION 94 ASPHALTIC EMULSIONS**

Refer to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

END OF SECTION

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**SECTION 95 NOT USED**

**SECTION 96 NOT USED**

**SECTION 97 NOT USED**

**SECTION 98 NOT USED**

**SECTION 99 NOT USED**

**END OF SPECIAL PROVISIONS**

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# BID TO THE COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

COUNTY PROJECT No.: 270893

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CONTRACTOR LICENSE NO.

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The work for which this Bid is submitted is for construction in accordance with the special provisions (including the payment of not less **not less than the higher of (1)** the State general prevailing wage rates, or (2) the rates specified by the Federal Secretary of Labor), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in accordance with the Standard Specifications dated 2010 and the Standard Plans for Construction dated 2010 of the California Department of Transportation, and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are dated **November 1, 2012** and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS, SPECIAL PROVISIONS, BID DOCUMENTS, AND CONTRACT  
FOR CONSTRUCTION ON:  
99W OVERLAY PROJECT**

**FROM 0.06 MILE SOUTH OF FINNELL AVENUE TO GYLE ROAD AND FROM FLORES AVENUE TO  
RENO AVENUE, TEHAMA COUNTY, CALIFORNIA**

FED PROJ No.: RPSTPL 5908(090)

COUNTY PROJECT No. 270893

The project plans for the work to be done were approved July 24, 2012 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
CONSTRUCTION PLANS FOR  
99W OVERLAY PROJECT**

FED PROJ No.: RPSTPL 5908(090)  
COUNTY PROJECT No. 270893

The contract, if awarded, will be awarded to the responsive and responsible bidder who submitted the lowest bid, as determined by the method set forth in Public Contract Code section 20103.8, subdivision (c), which provides that:

The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the local agency before the first bid is opened.

Bids will be evaluated to determine the lowest bidder in the following manner: Bids will be compared starting with the BASE BID. If the BASE BID is less than the specified Funding Amount, then BASE BID plus additive Alternate Area "1.1" will be compared. This process will continue by adding additive Alternate Areas in the following order until the specified Funding Amount is utilized to the maximum extent:

- Alternate Areas "1.1" through "2.21" in numeric order;

The Lowest Bidder will be determined as the contractor who has the lowest price of the BASE BID or the BASE BID plus additive Alternate Areas within the specified amount of funding, without regard to which construction method the Bidder has selected.

**Each bid shall be accompanied by a certified or cashier's check or bid bond in the amount of ten percent (10%) of the total BASE BID price, payable to the County of Tehama. Bonding is not required for the amounts bid for the various Additive Alternatives.**

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County of Tehama's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only;

if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

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

If this Bid shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the section entitled "Contract Bonds", in Section 3 of the Special Provisions, with surety satisfactory to the County of Tehama, within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Tehama that the contract has been awarded, the County of Tehama may, at its option, determine that the bidder has abandoned the contract, and thereupon this Bid and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this Bid shall operate and the same shall be the property of the County of Tehama.

The undersigned, as bidder, declares that the only persons or parties interested in this Bid as principals are those named herein; that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this Bid is accepted, that he will contract with the County of Tehama, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following prices, to wit:

For Reference Only- Not for the Purpose of Bidding

# BID ITEM LIST FOR CONSTRUCTION METHOD A

(TWO LIFT HMA OVERLAY WITH ASPHALT REPLACEMENT AND GEOSYNTHETIC PAVING FABRIC INTERLAYER)

99W OVERLAY BASE BID, STATION 124+19 TO 213+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
A.1	9	Mobilization	LS	1		
A.2	12	Traffic Control	LS	1		
A.3	13	Construction Site Management	LS	1		
A.4	15	Salvage and Replace Asphalt Concrete Surfacing	CY	1543		
A.5	15	Cold Plane Asphalt Concrete	SY	686		
A.6	39	Rumble Strip	LF	16680		
A.7	19	Shoulder Backing	TON	1283		
A.8	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	6249		
A.9	39	Paving Fabric Interlayer	SY	26643		
A.10	84	Thermoplastic Pavement Stripe	LF	28119		
A.11	85	Retroreflective Markers	EA	816		
A.12	84	Thermoplastic Pavement Markings	SF	162		
					<b>BASE BID TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.1, STATION 213+00 TO 233+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
A.13	12	Traffic Control	LS	1		
A.14	15	Salvage and Replace Asphalt Concrete (Digout)	CY	412		
A.15	15	Cold Plane Asphalt Concrete	SY	311		
A.16	39	Rumble Strip	LF	2275		
A.17	19	Shoulder Backing	TON	289		
A.18	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	1669		
A.19	39	Paving Fabric Interlayer	SY	6000		
A.20	84	Thermoplastic Pavement Stripe	LF	8249		
A.21	85	Retroreflective Markers	EA	328		
A.22	84	Thermoplastic Pavement Markings	SF	428		
					<b>ADD ALT 1.1 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.2, STATION 242+00 TO 252+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.23	12	Traffic Control	LS	1		
A.24	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		
A.25	15	Cold Plane Asphalt Concrete	SY	200		
A.26	39	Rumble Strip	LF	2000		
A.27	19	Shoulder Backing	TON	144		
A.28	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	675		
A.29	39	Paving Fabric Interlayer	SY	3000		
A.30	84	Thermoplastic Pavement Stripe	LF	3000		
A.31	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 1.2 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.3, STATION 252+00 TO 262+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
A.32	12	Traffic Control	LS	1		
A.33	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		
A.34	39	Rumble Strip	LF	2000		
A.35	19	Shoulder Backing	TON	146		
A.36	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	678		
A.37	39	Paving Fabric Interlayer	SY	3000		
A.38	84	Thermoplastic Pavement Stripe	LF	3000		
A.39	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 1.3 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.4, STATION 262+00 TO 272+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
A.40	12	Traffic Control	LS	1		
A.41	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		
A.42	39	Rumble Strip	LF	1985		
A.43	19	Shoulder Backing	TON	146		
A.44	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	678		
A.45	39	Paving Fabric Interlayer	SY	3000		
A.46	84	Thermoplastic Pavement Stripe	LF	3000		
A.47	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 1.4 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.5, STATION 272+00 TO 282+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.48	12	Traffic Control	LS	1.0		
A.49	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		
A.50	39	Rumble Strip	LF	2000		
A.51	19	Shoulder Backing	TON	144		
A.52	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	675		
A.53	39	Paving Fabric Interlayer	SY	3000		
A.54	84	Thermoplastic Pavement Stripe	LF	3000		
A.55	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 1.5 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 1.6, STATION 282+00 TO 292+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
A.56	12	Traffic Control	LS	1		
A.57	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		
A.58	39	Rumble Strip	LF	1985		
A.59	19	Shoulder Backing	TON	146		
A.60	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	678		
A.61	39	Paving Fabric Interlayer	SY	3000		
A.62	84	Thermoplastic Pavement Stripe	LF	3000		
A.63	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 1.6 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 1.7, STATION 292+00 TO 302+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
A.64	12	Traffic Control	LS	1		
A.65	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		N/A
A.66	39	Rumble Strip	LF	2000		
A.67	19	Shoulder Backing	TON	144		
A.68	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	675		N/A
A.69	39	Paving Fabric Interlayer	SY	3000		N/A
A.70	84	Thermoplastic Pavement Stripe	LF	3000		
A.71	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 1.7 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.8, STATION 302+00 TO 312+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.72	12	Traffic Control	LS	1		
A.73	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		
A.74	39	Rumble Strip	LF	2000		
A.75	19	Shoulder Backing	TON	144		
A.76	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	675		
A.77	39	Paving Fabric Interlayer	SY	3000		
A.78	84	Thermoplastic Pavement Stripe	LF	3000		
A.79	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 1.8 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.9, STATION 312+00 TO 322+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.80	12	Traffic Control	LS	1		
A.81	15	Salvage and Replace Asphalt Concrete (Digout)	CY	168		
A.82	39	Rumble Strip	LF	1970		
A.83	19	Shoulder Backing	TON	147		
A.84	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	680		
A.85	39	Paving Fabric Interlayer	SY	3000		
A.86	84	Thermoplastic Pavement Stripe	LF	3000		
A.87	85	Retroreflective Markers	EA	84		
A.88	84	Thermoplastic Pavement Markings	SF	35		
					<b>ADD ALT 1.9 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.10, STATION 322+00 TO 332+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.89	12	Traffic Control	LS	1		
A.90	15	Salvage and Replace Asphalt Concrete (Digout)	CY	165		
A.91	15	Cold Plane Asphalt Concrete	SY	211		
A.92	39	Rumble Strip	LF	1970		
A.93	19	Shoulder Backing	TON	143		
A.94	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	670		
A.95	39	Paving Fabric Interlayer	SY	2970		
A.96	84	Thermoplastic Pavement Stripe	LF	3075		
A.97	85	Retroreflective Markers	EA	88		
					<b>ADD ALT 1.10 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 2.1, STATION 1212+00 TO 1197+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.98	12	Traffic Control	LS	1		
A.99	15	Salvage and Replace Asphalt Concrete (Digout)	CY	374		
A.100	15	Cold Plane Asphalt Concrete	SY	788		
A.101	39	Rumble Strip	LF	2075		
A.102	19	Shoulder Backing	TON	217		
A.103	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	1513		
A.104	39	Paving Fabric Interlayer	SY	4500		
A.105	84	Thermoplastic Pavement Stripe	LF	8331		
A.106	85	Retroreflective Markers	EA	360		
A.107	84	Thermoplastic Pavement Markings	SF	354		
					<b>ADD ALT 2.1 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.2, STATION 1197+00 TO 1187+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
A.108	12	Traffic Control	LS	1		
A.109	15	Salvage and Replace Asphalt Concrete (Digout)	CY	195		
A.110	15	Cold Plane Asphalt Concrete	SY	126		
A.111	39	Rumble Strip	LF	1055		
A.112	19	Shoulder Backing	TON	152		
A.113	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	791		
A.114	39	Paving Fabric Interlayer	SY	3000		
A.115	84	Thermoplastic Pavement Stripe	LF	5347		
A.116	85	Retroreflective Markers	EA	264		
A.117	84	Thermoplastic Pavement Markings	SF	22		
					<b>ADD ALT 2.2 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.3, STATION 1187+00 TO 1177+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
A.118	12	Traffic Control	LS	1		
A.119	15	Salvage and Replace Asphalt Concrete (Digout)	CY	172		
A.120	39	Rumble Strip	LF	1850		
A.121	19	Shoulder Backing	TON	156		
A.122	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	697		
A.123	39	Paving Fabric Interlayer	SY	3000		
A.124	84	Thermoplastic Pavement Stripe	LF	3000		
A.125	85	Retroreflective Markers	EA	84		
A.126	84	Thermoplastic Pavement Markings	SF	35		
					<b>ADD ALT 2.3 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 2.4, STATION 1177+00 TO 1167+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.127	12	Traffic Control	LS	1		
A.128	15	Salvage and Replace Asphalt Concrete (Digout)	CY	167		
A.129	39	Rumble Strip	LF	1985		
A.130	19	Shoulder Backing	TON	146		
A.131	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	678		
A.132	39	Paving Fabric Interlayer	SY	3000		
A.133	84	Thermoplastic Pavement Stripe	LF	3000		
A.134	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 2.4 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 2.5, STATION 1167+00 TO 1157+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.135	12	Traffic Control	LS	1		
A.136	15	Salvage and Replace Asphalt Concrete (Digout)	CY	169		
A.137	39	Rumble Strip	LF	1970		
A.138	19	Shoulder Backing	TON	149		
A.139	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	683		
A.140	39	Paving Fabric Interlayer	SY	3000		
A.141	84	Thermoplastic Pavement Stripe	LF	3000		
A.142	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 2.5 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.6, STATION 1157+00 TO 1145+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
A.143	12	Traffic Control	LS	1		
A.144	15	Salvage and Replace Asphalt Concrete (Digout)	CY	291		
A.145	15	Cold Plane Asphalt Concrete	SY	52		
A.146	39	Rumble Strip	LF	1195		
A.147	19	Shoulder Backing	TON	181		
A.148	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	1178		
A.149	39	Paving Fabric Interlayer	SY	3600		
A.150	84	Thermoplastic Pavement Stripe	LF	5559		
A.151	85	Retroreflective Markers	EA	260		
A.152	84	Thermoplastic Pavement Markings	SF	346		
					<b>ADD ALT 2.6 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.7, STATION 1145+00 TO 1135+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
A.153	12	Traffic Control	LS	1		
A.154	15	Salvage and Replace Asphalt Concrete (Digout)	CY	170		
A.155	39	Rumble Strip	LF	1850		
A.156	19	Shoulder Backing	TON	152		
A.157	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	689		
A.158	39	Paving Fabric Interlayer	SY	3000		
A.159	84	Thermoplastic Pavement Stripe	LF	3000		
A.160	85	Retroreflective Markers	EA	84		
					<b>ADD ALT 2.7 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 2.8, STATION 1135+00 TO 1125+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.161	12	Traffic Control	LS	1		
A.162	15	Salvage and Replace Asphalt Concrete (Digout)	CY	185		
A.163	39	Rumble Strip	LF	1510		
A.164	19	Shoulder Backing	TON	150		
A.165	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	751		
A.166	39	Paving Fabric Interlayer	SY	3000		
A.167	84	Thermoplastic Pavement Stripe	LF	3733		
A.168	85	Retroreflective Markers	EA	112		
A.169	84	Thermoplastic Pavement Markings	SF	44		
					<b>ADD ALT 2.8 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 2.9, STATION 1125+00 TO 1115+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.170	12	Traffic Control	LS	1		
A.171	15	Salvage and Replace Asphalt Concrete (Digout)	CY	169		
A.172	39	Rumble Strip	LF	1910		
A.173	19	Shoulder Backing	TON	149		
A.174	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	683		
A.175	39	Paving Fabric Interlayer	SY	3000		
A.176	84	Thermoplastic Pavement Stripe	LF	2804		
A.177	85	Retroreflective Markers	EA	68		
					<b>ADD ALT 2.9 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 2.10, STATION 1115+00 TO 1105+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.178	12	Traffic Control	LS	1		
A.179	15	Salvage and Replace Asphalt Concrete (Digout)	CY	176		
A.180	39	Rumble Strip	LF	1850		
A.181	19	Shoulder Backing	TON	146		
A.182	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	713		
A.183	39	Paving Fabric Interlayer	SY	3000		
A.184	84	Thermoplastic Pavement Stripe	LF	3167		
A.185	85	Retroreflective Markers	EA	84		
A.186	84	Thermoplastic Pavement Markings	SF	22		
					<b>ADD ALT 2.10 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 2.11, STATION 1105+00 TO 1098+30						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
A.187	12	Traffic Control	LS	1		
A.188	15	Salvage and Replace Asphalt Concrete (Digout)	CY	125		
A.189	15	Cold Plane Asphalt Concrete	SY	191		
A.190	39	Rumble Strip	LF	1065		
A.191	19	Shoulder Backing	TON	101		
A.192	39	Hot Mix Asphalt-Type A 3/4" Method (0.25' depth)	TON	506		
A.193	39	Paving Fabric Interlayer	SY	2010		
A.194	84	Thermoplastic Pavement Stripe	LF	2621		
A.195	85	Retroreflective Markers	EA	88		
A.196	84	Thermoplastic Pavement Markings	SF	22		
					<b>ADD ALT 2.11 TOTAL=</b>	<b>\$</b>

# BID ITEM LIST FOR CONSTRUCTION METHOD B

(Cold In-Place Recycling with single lift HMA)

99W OVERLAY BASE BID, STATION 124+19 TO 213+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
B.1	9	Mobilization	LS	1		
B.2	12	Traffic Control	LS	1		
B.3	13	Construction Site Management	LS	1		
B.4	15	Cold Plane Asphalt Concrete	SY	686		
B.5	39	Rumble Strip	LF	16680		
B.6	19	Shoulder Backing	TON	1283		
B.7	84	Thermoplastic Pavement Stripe	LF	28119		
B.8	85	Retroreflective Markers	EA	816		
B.9	84	Thermoplastic Pavement Markings	SF	162		
B.10	30	Cold In-Place Recycling	TON	8230		
B.11	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	5000		
					<b>BASE BID TOTAL=</b>	\$

99W OVERLAY ADDITIVE ALTERNATE 1.1, STATION 213+00 TO 233+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
B.12	12	Traffic Control	LS	1		
B.13	15	Cold Plane Asphalt Concrete	SY	311		
B.14	39	Rumble Strip	LF	2275		
B.15	19	Shoulder Backing	TON	289		
B.16	84	Thermoplastic Pavement Stripe	LF	8249		
B.17	85	Retroreflective Markers	EA	328		
B.18	84	Thermoplastic Pavement Markings	SF	428		
B.19	30	Cold In-Place Recycling	TON	2197		
B.20	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	1335		
					<b>ADD ALT 1.1 TOTAL=</b>	\$

99W OVERLAY ADDITIVE ALTERNATE 1.2, STATION 242+00 TO 252+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
B.21	12	Traffic Control	LS	1		
B.22	15	Cold Plane Asphalt Concrete	SY	200		
B.23	39	Rumble Strip	LF	2000		
B.24	19	Shoulder Backing	TON	144		
B.25	84	Thermoplastic Pavement Stripe	LF	3000		
B.26	85	Retroreflective Markers	EA	84		
B.27	30	Cold In-Place Recycling	TON	889		
B.28	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	540		
					<b>ADD ALT 1.2 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.3, STATION 252+00 TO 262+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
B.29	12	Traffic Control	LS	1		
B.30	39	Rumble Strip	LF	2000		
B.31	19	Shoulder Backing	TON	146		
B.32	84	Thermoplastic Pavement Stripe	LF	3000		
B.33	85	Retroreflective Markers	EA	84		
B.34	30	Cold In-Place Recycling	TON	892		
B.35	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	542		
					<b>ADD ALT 1.3 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.4, STATION 262+00 TO 272+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Totals
B.36	12	Traffic Control	LS	1		
B.37	39	Rumble Strip	LF	1985		
B.38	19	Shoulder Backing	TON	146		
B.39	84	Thermoplastic Pavement Stripe	LF	3000		
B.40	85	Retroreflective Markers	EA	84		
B.41	30	Cold In-Place Recycling	TON	892		
B.42	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	542		
					<b>ADD ALT 1.4 TOTAL=</b>	<b>\$</b>

99W OVERLAY ADDITIVE ALTERNATE 1.5, STATION 272+00 TO 282+00						
Item Number	Section Reference	Item Description	Unit Measure	Estimated Quantity	Unit Cost	Total
B.43	12	Traffic Control	LS	1.0		
B.44	39	Rumble Strip	LF	2000		
B.45	19	Shoulder Backing	TON	144		
B.46	84	Thermoplastic Pavement Stripe	LF	3000		
B.47	85	Retroreflective Markers	EA	84		
B.48	30	Cold In-Place Recycling	TON	889		
B.49	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	540.0		
					<b>ADD ALT 1.5 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 1.6, STATION 282+00 TO 292+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.50	12	Traffic Control	LS	1		
B.51	39	Rumble Strip	LF	1985		
B.52	19	Shoulder Backing	TON	146		
B.53	84	Thermoplastic Pavement Stripe	LF	3000		
B.54	85	Retroreflective Markers	EA	84		
B.55	30	Cold In-Place Recycling	TON	892		
B.56	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	542		
					<b>ADD ALT 1.6 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 1.7, STATION 292+00 TO 302+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.57	12	Traffic Control	LS	1		
B.58	39	Rumble Strip	LF	2000		
B.59	19	Shoulder Backing	TON	144		
B.60	84	Thermoplastic Pavement Stripe	LF	3000		
B.61	85	Retroreflective Markers	EA	84		
B.62	30	Cold In-Place Recycling	TON	889		
B.63	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	540		
					<b>ADD ALT 1.7 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 1.8, STATION 302+00 TO 312+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.64	12	Traffic Control	LS	1		
B.65	39	Rumble Strip	LF	2000		
B.66	19	Shoulder Backing	TON	144		
B.67	84	Thermoplastic Pavement Stripe	LF	3000		
B.68	85	Retroreflective Markers	EA	84		
B.69	30	Cold In-Place Recycling	TON	889		
B.70	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	540		
					<b>ADD ALT 1.8 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 1.9, STATION 312+00 TO 322+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.71	12	Traffic Control	LS	1		
B.72	39	Rumble Strip	LF	1970		
B.73	19	Shoulder Backing	TON	147		
B.74	84	Thermoplastic Pavement Stripe	LF	3000		
B.75	85	Retroreflective Markers	EA	84		
B.76	84	Thermoplastic Pavement Markings	SF	35		
B.77	30	Cold In-Place Recycling	TON	896		
B.78	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	544		
					<b>ADD ALT 1.9 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 1.10, STATION 322+00 TO 332+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.79	12	Traffic Control	LS	1		
B.80	15	Cold Plane Asphalt Concrete	SY	211		
B.81	39	Rumble Strip	LF	1970		
B.82	19	Shoulder Backing	TON	143		
B.83	84	Thermoplastic Pavement Stripe	LF	3075		
B.84	85	Retroreflective Markers	EA	88		
B.85	30	Cold In-Place Recycling	TON	882		
B.86	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	536		
					<b>ADD ALT 1.10 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.1, STATION 1212+00 TO 1197+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.87	12	Traffic Control	LS	1		
B.88	15	Cold Plane Asphalt Concrete	SY	788		
B.89	39	Rumble Strip	LF	2075		
B.90	19	Shoulder Backing	TON	217		
B.91	84	Thermoplastic Pavement Stripe	LF	8331		
B.92	85	Retroreflective Markers	EA	360		
B.93	84	Thermoplastic Pavement Markings	SF	354		
B.94	30	Cold In-Place Recycling	TON	1993		
B.95	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	1211		
					<b>ADD ALT 2.1 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.2, STATION 1197+00 TO 1187+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.96	12	Traffic Control	LS	1		
B.97	15	Cold Plane Asphalt Concrete	SY	126		
B.98	39	Rumble Strip	LF	1055		
B.99	19	Shoulder Backing	TON	152		
B.100	84	Thermoplastic Pavement Stripe	LF	5347		
B.101	85	Retroreflective Markers	EA	264		
B.102	84	Thermoplastic Pavement Markings	SF	22		
B.103	30	Cold In-Place Recycling	TON	1042		
B.104	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	633		
					<b>ADD ALT 2.2 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.3, STATION 1187+00 TO 1177+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.105	12	Traffic Control	LS	1		
B.106	39	Rumble Strip	LF	1850		
B.107	19	Shoulder Backing	TON	156		
B.108	84	Thermoplastic Pavement Stripe	LF	3000		
B.109	85	Retroreflective Markers	EA	84		
B.110	84	Thermoplastic Pavement Markings	SF	35		
B.111	30	Cold In-Place Recycling	TON	918		
B.112	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	557		
					<b>ADD ALT 2.3 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.4, STATION 1177+00 TO 1167+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.113	12	Traffic Control	LS	1		
B.114	39	Rumble Strip	LF	1985		
B.115	19	Shoulder Backing	TON	146		
B.116	84	Thermoplastic Pavement Stripe	LF	3000		
B.117	85	Retroreflective Markers	EA	84		
B.118	30	Cold In-Place Recycling	TON	892		
B.119	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	542		
					<b>ADD ALT 2.4 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.5, STATION 1167+00 TO 1157+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.120	12	Traffic Control	LS	1		
B.121	39	Rumble Strip	LF	1970		
B.122	19	Shoulder Backing	TON	149		
B.123	84	Thermoplastic Pavement Stripe	LF	3000		
B.124	85	Retroreflective Markers	EA	84		
B.125	30	Cold In-Place Recycling	TON	900		
B.126	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	547		
					<b>ADD ALT 2.5 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.6, STATION 1157+00 TO 1145+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.127	12	Traffic Control	LS	1		
B.128	15	Cold Plane Asphalt Concrete	SY	52		
B.129	39	Rumble Strip	LF	1195		
B.130	19	Shoulder Backing	TON	181		
B.131	84	Thermoplastic Pavement Stripe	LF	5559		
B.132	85	Retroreflective Markers	EA	260		
B.133	84	Thermoplastic Pavement Markings	SF	346		
B.134	30	Cold In-Place Recycling	TON	1552		
B.135	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	943		
					<b>ADD ALT 2.6 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.7, STATION 1145+00 TO 1135+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.136	12	Traffic Control	LS	1		
B.137	39	Rumble Strip	LF	1850		
B.138	19	Shoulder Backing	TON	152		
B.139	84	Thermoplastic Pavement Stripe	LF	3000		
B.140	85	Retroreflective Markers	EA	84		
B.141	30	Cold In-Place Recycling	TON	907		
B.142	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	551		
					<b>ADD ALT 2.7 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.8, STATION 1135+00 TO 1125+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.143	12	Traffic Control	LS	1		
B.144	39	Rumble Strip	LF	1510		
B.145	19	Shoulder Backing	TON	150		
B.146	84	Thermoplastic Pavement Stripe	LF	3733		
B.147	85	Retroreflective Markers	EA	112		
B.148	84	Thermoplastic Pavement Markings	SF	44		
B.149	30	Cold In-Place Recycling	TON	989		
B.150	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	601		
					<b>ADD ALT 2.8 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.9, STATION 1125+00 TO 1115+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.151	12	Traffic Control	LS	1		
B.152	39	Rumble Strip	LF	1910		
B.153	19	Shoulder Backing	TON	149		
B.154	84	Thermoplastic Pavement Stripe	LF	2804		
B.155	85	Retroreflective Markers	EA	68		
B.156	30	Cold In-Place Recycling	TON	900		
B.157	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	547		
					<b>ADD ALT 2.9 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.10, STATION 1115+00 TO 1105+00</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.158	12	Traffic Control	LS	1		
B.159	39	Rumble Strip	LF	1850		
B.160	19	Shoulder Backing	TON	146		
B.161	84	Thermoplastic Pavement Stripe	LF	3167		
B.162	85	Retroreflective Markers	EA	84		
B.163	84	Thermoplastic Pavement Markings	SF	22		
B.164	30	Cold In-Place Recycling	TON	938		
B.165	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	570		
					<b>ADD ALT 2.10 TOTAL=</b>	<b>\$</b>

<b>99W OVERLAY ADDITIVE ALTERNATE 2.11, STATION 1105+00 TO 1098+30</b>						
<b>Item Number</b>	<b>Section Reference</b>	<b>Item Description</b>	<b>Unit Measure</b>	<b>Estimated Quantity</b>	<b>Unit Cost</b>	<b>Total</b>
B.166	12	Traffic Control	LS	1		
B.167	15	Cold Plane Asphalt Concrete	SY	191		
B.168	39	Rumble Strip	LF	1065		
B.169	19	Shoulder Backing	TON	101		
B.170	84	Thermoplastic Pavement Stripe	LF	2621		
B.171	85	Retroreflective Markers	EA	88		
B.172	84	Thermoplastic Pavement Markings	SF	22		
B.173	30	Cold In-Place Recycling	TON	667		
B.174	39	Hot Mix Asphalt-Type A 3/4" Method (0.20' depth)	TON	405		
					<b>ADD ALT 2.11 TOTAL=</b>	<b>\$</b>

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For Reference Only- Not for the Purpose of Bidding





**INSTRUCTIONS - LOCAL AGENCY BIDDER  
DBE COMMITMENT (CONSTRUCTION CONTRACTS)**

**ALL BIDDERS:**

**PLEASE NOTE: This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in Section 2-1. B.1 "DBE Commitment Submittal" Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid nonresponsive**

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Contract Item Number and Item of Work and Description or Services to be Subcontracted or Materials to be provided by DBEs. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the Names of DBE contractors to perform the work (who must be certified on the date bids are opened and include the DBE address and phone number).

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the DBE participation dollar amount. Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of time to be performed or furnished by the DBE.) See Section "Disadvantaged Business Enterprise (DBE)," of the Special Provisions (construction contracts), to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.

(6/29/12)

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

**DBE INFORMATION—GOOD FAITH EFFORTS**

Federal-aid Project No. RPSTPL 5908(090)

Bid Opening Date: December 6, 2012

**99W OVERLAY PROJECT**

The **County of Tehama** established an Under-utilized Disadvantaged Business Enterprise (DBE) goal of **6%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

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

<b>PUBLICATIONS</b>	<b>DATES OF ADVERTISEMENT</b>

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.):

<b>NAMES OF DBES SOLICITED</b>	<b>DATE OF INITIAL SOLICITATION</b>	<b>FOLLOW UP METHODS AND DATES</b>

C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's

responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

ITEMS OF WORK	BIDDER NORMALLY PERFORMS ITEM (Y/N)	BREAKDOWN OF ITEMS	AMOUNT (\$)	PERCENTAGE OF CONTRACT

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

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

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

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

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

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

NAME OF AGENCY/ORGANIZATION	METHOD/DATE OF CONTACT	RESULTS

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

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

## BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)- PART I

### LAPM EXHIBIT 12-G

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.B4 and per Title 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE and Non-DBE Subcontractors elsewhere in the Bid.

**PHOTOCOPY THIS FORM FOR ADDITIONAL FIRMS.**

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	Local Agency Use Only (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million		<input type="checkbox"/> NO
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

## BIDDER'S LIST OF SUBCONTRACTORS (DBE AND NON-DBE)- PART II

### LAPM EXHIBIT 12-G

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Section 2-1.B4 and per Title 49, Section 26.11 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	<u>Local Agency Use Only</u> (Certified DBE?)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)
<i>Name</i>	<i>Phone</i>	<input type="checkbox"/> < \$1 million		<input type="checkbox"/> YES <input type="checkbox"/> NO
		<input type="checkbox"/> < \$5 million		
<i>Address</i>	<i>Fax</i>	<input type="checkbox"/> < \$10 million		<i>If YES list DBE #:</i>
		<input type="checkbox"/> < \$15 million		
<i>City State ZIP</i>		<input type="checkbox"/> > \$15 million		Age of Firm (Yrs.)

Distribution: 1) Original – Local Agency File

11-2006

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS BID SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS BID)

The bidder\_\_\_\_, proposed subcontractor\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**Note:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

## FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates are not included in these specifications. They may be obtained at the Internet Website <http://www.wdol.gov/dba.aspx#0>.

A copy is also available at the Offices of Tehama County Public Works, 9380, San Benito Avenue, Gerber, CA 96035

## NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

Refer to Section 7-5. B "FHWA-1273", Part XI "Certification Regarding Use of Contract Funds for Lobbying". Note that the prospective participant certifies to this provision **by signing and submitting this bid or proposal.**

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.

"FEDERAL STANDARD FORM LLL" is included herewith in the following 2-sheet insert and shall be completed by the bidder **if applicable.**

For Reference Only- Not for the Purpose of Bidding



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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

## **PUBLIC CONTRACT CODE**

### **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space. Provide additional pages as needed.

### **PUBLIC CONTRACT CODE 10232 STATEMENT**

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

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## NONCOLLUSION AFFIDAVIT

(TITLE 23 UNITED STATES CODE SECTION 112 AND PUBLIC CONTRACT CODE SECTION 7106)

TO THE COUNTY OF TEHAMA  
*DEPARTMENT OF PUBLIC WORKS.*

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **DEBARMENT AND SUSPENSION CERTIFICATION**

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Bidder's attention is directed to Section 7-5. B "FHWA-1273", Part XI "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion".

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.

## BID SIGNATURE PAGE

Accompanying this Bid is \_\_\_\_\_ in amount equal to at least ten percent (10%) of the total of the bid.

(NOTICE: INSERT THE WORDS "CASH(\$ \_\_\_\_\_)," "CASHIER'S CHECK","CERTIFIED CHECK", OR "BIDDER'S BOND," AS THE CASE MAY BE.)

The names of all persons interested in the foregoing Bid as principals are as follows:

### IMPORTANT NOTICE

*If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.*

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

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

### ADDENDA –

This Bid is submitted with respect to the changes to the contract included in addenda number/s

*(Fill in addenda numbers if addenda have been received and insert, in this Bid, any Engineer's Estimate sheets that were received as part of the addenda.)*

By my signature on this Bid I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this Bid I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: \_\_\_\_\_



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Signature and Title of Bidder

Business Address: \_\_\_\_\_

Place of Business: \_\_\_\_\_

Place of Residence: \_\_\_\_\_

COUNTY OF TEHAMA  
DEPARTMENT OF PUBLIC WORKS

**BIDDER'S BOND**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety are bound unto the County of Tehama, State of California, hereafter called "County", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the County for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS the Principal is submitting a bid to the County for certain construction specifically described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS  
FOR CONSTRUCTION ON:**

**99W OVERLAY PROJECT**

**FROM 0.06 MILE SOUTH OF FINNELL AVENUE TO GYLE ROAD AND FROM FLORES AVENUE TO RENO AVENUE, TEHAMA COUNTY, CALIFORNIA**

FED PROJ No.: RPSTPL 5908(090)

COUNTY PROJECT No. 270893

for which bids are to be opened at the County Department of Public Works office, in Gerber, California, at **3:00 PM**, (PST) on **December 6, 2012**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files the two bonds with the County; one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all costs incurred by the County in such suit, including attorney's fee to be fixed by the Court.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Bidder

By:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By:

\_\_\_\_\_  
Attorney-in-fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

## CERTIFICATE OF ACKNOWLEDGEMENT

State of California

County of        SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_ before  
me

\_\_\_\_\_, personally appeared \_\_\_\_\_,  
*Attorney-in-fact*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of \_\_\_\_\_, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
*Notary Public*

For Reference Only- Not for the Purpose of Bidding

**COUNTY OF TEHAMA  
DEPARTMENT OF PUBLIC WORKS**

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**OWNER-CONTRACTOR AGREEMENT**

**CONTRACT PROJECT NO. 270893**

THIS AGREEMENT, made and concluded, in duplicate, on \_\_\_\_\_ between the County of Tehama, hereinafter called "County", and \_\_\_\_\_, hereinafter called "Contractor".

**ARTICLE I.--** The Contractor agrees to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the County, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, and in conformity with all applicable state, county, and municipal laws, codes, and regulations, the work described in the Contract Documents. The work shall be done and the materials furnished in accordance with the Special Provisions and Project Plans described below, including any addenda thereto, and also in accordance with the Standard Specifications for Construction dated May 2010 and the Standard Plans for Construction, dated 2010 of the California Department of Transportation and the Labor Surcharge And Equipment Rental Rates in effect on the date the work is accomplished, which said Special Provisions, Project Plans, Standard Plans, Standard Specifications, and Labor Surcharge And Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The special provisions for the work to be done are dated **November 1, 2012** and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND BID DOCUMENTS,  
FOR CONSTRUCTION ON:**

**99W OVERLAY PROJECT**

**FROM 0.06 MILE SOUTH OF FINNELL AVENUE TO GYLE ROAD AND FROM FLORES AVENUE TO  
RENO AVENUE, TEHAMA COUNTY, CALIFORNIA**

FED PROJ NO.: RPSTPL 5908(090)  
COUNTY PROJECT No. 270893

The project plans for the work to be done were approved **July 24, 2012** and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
CONSTRUCTION PLANS FOR**

**99W OVERLAY PROJECT**

FED PROJ No.: RPSTPL 5908(090)  
COUNTY PROJECT No. 270893

**ARTICLE II.--** The County hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.



**BID ITEM LIST**

**Bid Item List Completed  
at Award of Contract**  
For Reference Only- Not for the Purpose of Bidding

IN WITNESS WHEREOF, the Parties to these presents have hereunto set their hands the year and date first above written

**COUNTY OF TEHAMA**  
**STATE OF CALIFORNIA**

(SEAL)

Chairperson  
Board of Supervisors

Date

**CONTRACTOR**

(SEAL)

Signature

Name

Title

Date

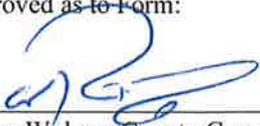
Licensed in accordance with and providing for the registration of contractors:

License No.:

Federal ID No.

DUNS Number (if applicable):

Approved as to Form:

  
Arthur Wylene, County Counsel

Date

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

**PAYMENT BOND**

(PAYMENT BOND TO ACCOMPANY CONTRACT) (SECTION 3247, CIVIL CODE)

**BOND No.** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, THAT:

**WHEREAS**, The County of Tehama, has awarded to \_\_\_\_\_ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS  
FOR CONSTRUCTION ON:**

**99W OVERLAY PROJECT**

**FROM 0.06 MILE SOUTH OF FINNELL AVENUE TO GYLE ROAD AND FROM FLORES AVENUE TO RENO AVENUE, TEHAMA COUNTY, CALIFORNIA**

FED PROJ NO.: RPSTPL 5908(090)

COUNTY PROJECT No. 270893

**AND WHEREAS**, said Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the bid amount, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law;

**NOW, THEREFORE**, we the undersigned Contractor and Surety are held and firmly bound unto the County of Tehama in the sum of

\_\_\_\_\_ for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH,**

That if said Contractor, his or its heirs, executors, administrators, successors or assigns, or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_, 20\_\_\_\_\_

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety (SEAL)

\_\_\_\_\_  
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_,  
personally appeared \_\_\_\_\_, personally known to me (or proved  
to me *Attorney-in-fact*

on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-  
fact of \_\_\_\_\_ and acknowledged to me that he/she  
subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

For Reference Only- Not for the Purpose of Bidding

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
**PERFORMANCE BOND**

(PERFORMANCE BOND TO ACCOMPANY CONTRACT)

**BOND No.** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

**WHEREAS**, The County of Tehama has awarded \_\_\_\_\_ as Contractor, a contract for the work described as follows:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS  
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND CONSTRUCTION PLANS  
FOR CONSTRUCTION ON:  
99W OVERLAY PROJECT**

**FROM 0.06 MILE SOUTH OF FINNELL AVENUE TO GYLE ROAD AND FROM FLORES AVENUE TO  
RENO AVENUE, TEHAMA COUNTY, CALIFORNIA**

FED PROJ No.: RPSTPL 5908(090)

COUNTY PROJECT No. 270893

**WHEREAS**, The Contractor is required to furnish a bond in connection with said contract in an amount equal to 100% of the bid amount, guaranteeing the faithful performance thereof:

**NOW, THEREFORE**, We the undersigned Contractor and surety are held and firmly bound unto the County of Tehama in the sum of \_\_\_\_\_ 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 bounded Contractor, his or 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 Tehama, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

**IN WITNESS WHEREOF**, We have hereunto set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Name of Surety (SEAL)

\_\_\_\_\_  
By: Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

**CERTIFICATE OF ACKNOWLEDGMENT**

State of California, City / County of \_\_\_\_\_ SS

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me \_\_\_\_\_,

A notary public in and for the City / County of \_\_\_\_\_ personally appeared \_\_\_\_\_, Known to me to be the person whose

*Attorney-in-fact*

name is subscribed to this instrument as the Attorney-in-fact of \_\_\_\_\_ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as Attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

For Reference Only- Not for the Purpose of Bidding