



TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
GERBER, CALIFORNIA

BID BOOK

**NOTICE TO BIDDERS, SPECIAL PROVISIONS,
PROPOSAL, AND CONTRACT**

FOR CONSTRUCTION ON

GRANT STREET DRAINAGE

LOS MOLINOS, TEHAMA COUNTY, CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942

COUNTY PROJECT NUMBER: 94004

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: August 1, 2016, 3:00 PM (PST)



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ENGINEER SIGNATURE PAGE
GRANT STREET DRAINAGE

FUNDED WITH COMMUNITY DEVELOPEMENT BLOCK GRANT FUNDS
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942
COUNTY PROJECT NUMBER: 94004

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

PURSUANT TO THE REQUIREMENTS OF THE ARCHITECTURAL BARRIERS ACT OF 1968, 42 USC 4151, AND THE REGULATIONS ISSUED SUBSEQUENT THERETO, THE UNDERSIGNED CERTIFIES THAT THE DESIGN OF THE ABOVE-MENTIONED PROJECT IS IN CONFORMANCE WITH THE MINIMUM STANDARDS CONTAINED IN THE AMERICAN STANDARD SPECIFICATIONS FOR MAKING BUILDING AND FACILITIES ACCESSIBLE TO AND USABLE BY THE DISABLED, NUMBER A-117.1R.1971 (AS MODIFIED BY 41 CFR 101-19.603).



REGISTERED CIVIL ENGINEER

6/3/2016

DATED

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OPTIONAL PAYROLL SUBMISSION FORM

WH-347 Optional Payroll Submission Form

IMPORTANT SPECIAL NOTICE

- This project is funded by the California Community Block Grant (CDBG) as provided by the U.S. Department of Housing and Urban Development. As such the attention is directed to the following pages: “Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)” and “FREQUENTLY ASKED QUESTIONS About HUD’s Section 3 Business Registry”
- Bidders are advised that, as required by federal law, the County of Tehama is implementing Section 3 requirements as provided within the contractor’s proposal.
- A portion of the work involves facilities owned and operated by the Los Molinos Mutual Water Company.
- Applicable standards for this work is covered by the American Water Works Association (AWWA) standards, Tehama County Standards, Caltrans Standard Specifications and Plans dated 2010.
- This project has included a Base Bid project and multiple alternatives. See Notice to Bidders, Proposal, and Section 3 Award and Execution of Contract.
- The Bid Documents are available for download from CIPList.com; the “Bid Book” contains the Notice to Bidders, Special Provisions, and Contract; the project plans are a separate attachment. **The entire Bid Book must be printed, bound, and submitted; neither the Bid form nor any other portion of said book shall be detached therefrom, this includes all Section 3 related bid forms.** The entire bound Bid Book shall be submitted at the time of bid opening. Refer to Section 2.A , “Bid Documents” of these Special Provisions for more information.
- Submittal of a complete Subcontractors List must be submitted at bid opening. Refer to Section 2.C-2 of these Special Provisions for more information.
- The Department has revised its Water Pollution Control requirements. Refer to Section 13 “Water Pollution Control” of these Special Provisions for more information.
- Attention is directed to Section 39-6 of the Standard Specifications, as 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 to 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.
- Attention is directed to Section 5-1.26 of the Standard Specifications and Section 5.E “Construction Surveying” of these Special Provisions, as all Construction Staking shall be provided and performed by the Contractor.
- Attention is directed to Section 13.D-1, “Maintenance of Temporary Items” of these Special Provisions as all costs to maintain temporary sediment and erosion control measures will be totally (100%) borne by the contractor and no division of costs will be made therefor.
- Attention is directed to Section 13-3.04 of the Standard Specifications as the compensation for Rain Event Action Plans and Annual Reports both have a set unit cost.
- Attention is directed to Section 2.F “Contractor Registration” of these Special Provisions for information on a newly established public works Contractor Registration Program, which requires all contractors and subcontractors bidding and performing work on Public Works Projects to register on an annual basis (each July 1 through June 30 state fiscal year) with the California Department of Industrial Relations (DIR).

FACT SHEET #66: THE DAVIS-BACON AND RELATED ACTS (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “related Acts.” The “related Acts” include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of “related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics employed](#) directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits.

Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line ([WDOL website](#)) for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda [Nos. 130](#) and [131](#).

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Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations. **U.S. Department of Labor**

1-866-4-USWAGE
TTY: 1-866-487-9243
[Contact Us](#)

FREQUENTLY ASKED QUESTIONS

About HUD's Section 3 Business Registry

1. What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The intent of Section 3 is to ensure that preference for employment, training and contracting opportunities generated from the expenditure of certain HUD funds, is given to local low- and very low-income persons, particularly those who receive federal housing assistance, and businesses that are owned by or substantially employ such persons.

2. What does the term "Section 3 resident" mean?

A "section 3 resident" is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-metropolitan County where the Section 3 covered assistance is expended.

3. What does the term "Section 3 Business" mean?

Section 3 businesses are businesses that can provide evidence that they meet one of the following criteria:

- a) 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within three years of the date of first hire* ; or
- c) Provides evidence, as required, of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.

*Example: John is a Section 3 resident that is unemployed. He is hired by XYZ Construction Company at a salary of \$37,500 per year. The local low-income limit for a one-person household is \$35,000. John can be counted as a Section 3 resident by XYZ Construction Company for up to three years towards their efforts to meet the Section 3 business criterion under definition "B" as described above.

4. How are the terms "low-income" and very low-income determined?

Low- and very-low-household income limits are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or the number of people residing in one house.

HUD income limits may be obtained from:

<http://www.huduser.org/portal/datasets/il.html>

5. **What is HUD's Section 3 Business Registry?**

The Section 3 Business Registry is a registry of firms that have self-certified their status as Section 3 Businesses. Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses. Section 3 residents are also encouraged to use the registry to identify businesses that may have HUD-funded employment opportunities.

6. **How does my firm submit a self-certification application if it meets the definition of a Section 3 Business?**

Businesses can submit an online application for inclusion in the Section 3 registry at: www.hud.gov/Sec3Biz.

7. **When does a business certification expire?**

A certified business must recertify after 3 years.

8. **Where do I find the database of firms that have self-certified that they meet the definition of a Section 3 Business?**

To search the database for businesses please visit: www.hud.gov/Sec3Biz.

9. **What documentation is required from firms that meet the definition of a Section 3 Business?**

For inclusion in the registry, businesses must submit the online application and are not initially required to submit any additional documentation to HUD. Additional documentation may be requested if HUD receives complaints alleging that any business in its registry has misrepresented their firm's status to the Department. Businesses may also be required to submit supporting documentation as evidence of their eligibility to recipients prior to the award of the HUD-funded contract.

10. **What is a business license?**

A business license is a type of legal authorization to operate a business in a city, county, or state. A license may even be required on a federal level. Typically issued in document form, a business license gives a business owner the right to conduct entrepreneurial activities as set forth in the license application. In most cases, there is a fee charged to obtain a business license. Requirements for a business license vary by state and municipality. Please visit: <http://www.sba.gov/content/search-business-licenses-and-permits> to learn more about obtaining a business license.

11. Has HUD verified the authenticity of firms that have submitted self-certification applications and does HUD endorse the quality of services provided by such firms?

While the Department maintains the Business Registry database, it has not verified the information submitted by the businesses and does not endorse the services they provide. Accordingly, it is recommended that users perform due diligence before awarding contracts to firms that have self-certified their status as a Section 3 business.

The Department will periodically conduct random audits of a percentage of the Section 3 businesses in its registry.

12. Does being self-certified as a Section 3 Business mean that a firm is automatically entitled to HUD-funded contracts?

A Section 3 business is not entitled to a contract simply by being listed in the HUD Section 3 Business Registry database. Section 3 businesses may need to demonstrate to the satisfaction of the recipient agency (i.e., Public Housing Authority, local government agency, developer, etc.) that they are a responsible bidder with the ability to perform successfully under the terms and conditions of prospective contracts.

The Section 3 regulation at 24 CFR Part 135.36 provides preference to Section 3 businesses that submit responsible bids for contracts and subcontracts, but does not guarantee the award of contracts.

13. What if I believe that HUD has accepted the self-certification of a firm that does not meet the definition of a Section 3 Business?

The Department strongly encourages anyone that believes that a firm in this registry does not meet the eligibility criteria of a Section 3 Business to notify the HUD Office of Inspector General at <http://www.hudoig.gov/report-fraud>. HUD's office of Inspector General is responsible for investigating claims of fraudulence. In such situations, the HUD Office of Inspector General may request documentation and additional information from the business to verify that they qualify for inclusion in the database. Businesses found to have misrepresented themselves will be removed

from the database and penalized as appropriate by the HUD Office of Inspector General.

14. What if my firm is listed on HUD's Section 3 Business Self-Certification Database and I need to change or update my contact information?

If your firm needs to change or update your contact information, please submit a detailed request via email to: Sec3biz@hud.gov.

15. How can I find recipients or agencies that are required to provide preferences to Section 3 residents and businesses in my area?

To find local recipients, contact your local HUD office. To find your closest office, visit: www.hud.gov/localoffices.

16. Are agencies that receive covered HUD funding (i.e., PHAs, cities, states, property owners, and other agencies) required to use this database?

Recipient agencies that receive Section 3 covered assistance will be informed about the database and encouraged but not required, to contact Section 3 firms in the registry prior to awarding covered contracts.

17. Are General Contractors required to use this database?

General Contractors and other developers that receive contracts from recipient agencies may be informed about the database by local recipients and instructed to contract Section 3 firms in the registry prior to the award of subcontracts.

18. How will HUD monitor success under the Section 3 Business Registry Program?

The Department will survey Section 3 Businesses and recipient agencies to determine outcomes and challenges associated with the implementation of the Section 3 Business Registry. The Department will monitor the usage of the database by businesses and recipients, and other feedback as a part of its assessment.

19. Where can I find more information on the requirements of Section 3?

For more information on the requirements of Section 3, please visit www.hud.gov/Section3.

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NOTICE TO BIDDERS

COUNTY OF TEHAMA DEPARTMENT OF PUBLIC WORKS

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

GRANT STREET DRAINAGE PROJECT PLANS AND SPECIAL PROVISIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942 COUNTY PROJECT NUMBER: 94004

will be received at the Department of Public Works office at 9380 San Benito Avenue, Gerber, California, 96035 until 3:00 PM (PST) on August 1, 2016, at which time they will be publicly opened and read aloud in the conference room at the aforementioned address.

DESCRIPTION OF WORK

Project includes the installation of storm sewer drain facilities, water meter relocation, fire hydrant relocation, reconstruction of roadway, installation of curb, gutter and sidewalk. This project is bid as a Base Project with several alternatives which may be added depending on the cost of the bids for the Base Project and each alternative. Approximately \$1.2M is available for this project funded by the Community Development Block Grant (CDBG) and Tehama Air Quality Control Board. 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 Bid, followed by the Base Bid plus an Alternative or Base Bid plus combination of Alternatives depending on the cost in relationship to the specified amount.

ENGINEER'S ESTIMATE

The Engineer's Estimate for this contract is \$1,200,000.

SECTION 3 BUSINESSES

This project is funded by the State Department of Housing and Community Development and the Federal Department of Housing and Urban Development and is subject to Section 3 of the Housing and Urban Development Act of 1968 as amended, (12 U.S.C. 1702u)(Section 3).

TRAINEES OR APPRENTICES

The number of trainees or apprentices for this contract is 0. The project has 50 Working Days.

PRE-BID MEETING

A non-mandatory pre-bid meeting is scheduled for July 12, 2016 at 10:00AM at 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 Section 3, and other small businesses participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces) of subcontracting and material supply opportunities. The County will also answer any questions pertaining to the Plans, Contract, and Specifications including the Alternative bid procedures, if any. Bidder's attendance at this meeting is non-mandatory.

BUY AMERICA PROVISIONS

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

Bids are required for the entire work described herein.

CONTRACTOR'S LICENSE CLASSIFICATION

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry 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

Bid documents can be examined at area Builder’s Exchanges. Documents are available for download on CIP List (www.CIPLIST.com).

Copies are on file and open to public inspection at Tehama County Public Works, 9380 San Benito Avenue, Gerber, CA 96035:

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

Technical questions should be directed to the office of the County Engineer, Kevin Rosser, Senior Civil Engineer, telephone (530) 385-1462 ex. 3051.

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, Section 3 business enterprises will be afforded full opportunity to submit bids in response to this invitation.

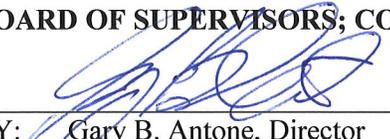
FEDERAL AND CALIFORNIA PREVAILING WAGE REQUIREMENTS

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.

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

6-21-18
Date

Advertisement #1 6/29/2016
Advertisement #2 7/6/2016

BID ITEM SECTION REFERENCE

Section	Item No.	Item Description	Unit Meas.	Quantity
9-1.16D	1	Mobilization	LS	1
12	2	Traffic Control	LS	1
13-2	3	Water Pollution Control Plan	LS	1
13-4	4	Construction Site Management	LS	1
13-7.03B	5	Temporary Construction Entrance BMP	EA	3
13-6.03B	6	Temporary Check Dam BMP	LF	200
13-6.03F	7	Temporary Gravel Bag Berm	LF	150
13-6.03E	8	Temporary Fiber Roll BMP	LF	500
16	9	Clearing, Grubbing	LS	1
15-2.02K	10	Remove Culvert	EA	2
15-2.02B	11	Remove Asphalt	SY	2080
15-2.02B(3)	12	Cold Plane AC Pavement	SY	2610
19-2	13	Roadway Excavation	CY	2905
19-3	14	Structure Excavation (ACP & MH)	CY	4688
62-1	15	Storm Pipe 12" HDPE	LF	378
62-1	16	Storm Pipe 12" CMP Slotted	LF	70
62-1	17	Storm Pipe 12" CMP	LF	83
62-1	18	Storm Pipe 24" HDPE	LF	343
62-1	19	Storm Pipe 36" HDPE	LF	1195
62-1	20	Storm Pipe 16" HDPE	LF	91
62-1	21	Storm Manhole Junction Box	EA	8
70	22	Storm Inlet	EA	15
39-1.14	23	AC Dike	LF	50
26	24	Aggregate Base-Class 2	TON	2908
39	25	Hot Mix Asphalt-Type A, 1/2" Method	TON	1338
37	26	Double Chipseal	CY	0
73	27	Minor Concrete 4' Valley Gutter	CY	6
73	28	Minor Concrete 6" Vert Curb&Gutter	CY	63

73	31	Minor Concrete Sidewalk 5' x 4"	CY	6
15	33	Water Valve Box	EA	16
15	34	Water- Relocate Hydrant	EA	1
15	35	Install Decorative Fence	LF	300
	36	Install Roadside Signs	EA	26
84	37	Thermoplastic Pavement Stripe	EA	4715
84	38	Thermoplastic Pavement Reflectors	EA	0
84	39	Thermoplastic Pavement Markings (yellow)	SF	63
84	40	Thermoplastic Pavement Markings (white)	SF	603

ALTERNATIVE 1

Section	Item No.	Item Description	Unit Meas.	Quantity
73	41	Grant St Minor Concrete Sidewalk Stamped	CY	20

ALTERNATIVE 2

Section	Item No.	Item Description	Unit Meas.	Quantity
86	42	Solar Sidewalk Lighting	CY	4

ALTERNATIVE 3

Section	Item No.	Item Description	Unit Meas.	Quantity
73	43	Sherwood BLVD Minor Concrete Sidewalk	CY	56

GUTTER AND INLET DEPRESSIONS

D78A Gutter Depressions

D78B Inlet Depressions - Concrete Shoulders

SLOTTED AND GRATED LINE DRAINS

D98A Slotted Corrugated Steel Pipe Drain Details

D98B Slotted Corrugated Steel Pipe Drain Details

D98C Grated Line Drain Details

LANDSCAPE AND EROSION CONTROL

H1 Landscape and Erosion Control - Abbreviations

H51 Erosion Control Details - Fiber Roll and Compost Sock

H52 Rolled Erosion Control Product

TEMPORARY TRAFFIC CONTROL SYSTEMS

T10 Traffic Control System for Lane Closure On Freeways and Expressways

T10A Traffic Control System for Lane and Complete Closures on Freeways and Expressways

T11 Traffic Control System for Lane Closure on Multilane Conventional Highways

T12 Traffic Control System for Half Road Closure on Multilane Conventional Highways and Expressways

T13 Traffic Control System for Lane Closure on Two Lane Conventional Highways

T14 Traffic Control System for Ramp Closure

T15 Traffic Control System for Moving Lane Closure on Multilane Highways

T16 Traffic Control System for Moving Lane Closure on Multilane Highways

T17 Traffic Control System for Moving Lane Closure on Two Lane Highways

TEMPORARY WATER POLLUTION CONTROL

T51 Temporary Water Pollution Control Details (Temporary Silt Fence)

T52 Temporary Water Pollution Control Details (Temporary Straw Bale Barrier)

T53 Temporary Water Pollution Control Details (Temporary Cover)

T54 Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)

T55 Temporary Water Pollution Control Details (Temporary Erosion Control Blanket)

T56 Temporary Water Pollution Control Details (Temporary Fiber Roll)

T57 Temporary Water Pollution Control Details (Temporary Check Dam)

T58 Temporary Water Pollution Control Details (Temporary Construction Entrance)

T59 Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)

T60 Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence)

T61 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

T62 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

T63 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

T64 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)

T65 Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]

T66 Temporary Water Pollution Control Details (Temporary Large Sediment Barrier)

T67 Temporary Water Pollution Control Details (Temporary Construction Roadway)

ROADSIDE SIGNS

RS1 Roadside Signs, Typical Installation Details No. 1

RS2 Roadside Signs - Wood Post, Typical Installation Details No. 2

RS3 Roadside Signs - Laminated Wood Box Post Typical Installation Details No. 3

RS4 Roadside Signs, Typical Installation Details No. 4

SPECIAL PROVISIONS

SECTION 1 GENERAL

1.A PROJECT SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the American Water Works Association (AWWA), Caltrans 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.B REFERENCES

Refer to Section 1-1.05, "References" of the Standard Specifications.

Replace "current" in the 2nd paragraph of section 1-1.05 with:

most recent

1.C 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

Add to the 1st table in section 1-1.06:

LCS	Department's lane closure system
POC	pedestrian overcrossing
QSD	qualified SWPPP developer
QSP	qualified SWPPP practitioner
TRO	time-related overhead
WPC	water pollution control

1.D 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:

CDBG – Community Development Block Grant

Contractor - You - Person or business or its legal representative entering into a contract with the Department for performance of work.

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.

Disadvantaged Business Enterprise: Disadvantaged Business Enterprise as defined in 49 CFR 26.5.

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.

Mobilization: Preparatory work that must be performed or costs incurred before starting work on the various items on the job site (Pub Cont Code § 10104).

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

Section 3 Business: 1. A business that is 51% or more owned by Section 3 residents, or 2. A business whose permanent full time work force is at least 30% are Section 3 residents, or 3. A business which contracts a dollar amount of all subcontracts with businesses as defined in 1 and 2 above.

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.

Add to section 1-1.07B:

Contract time: Number of original working days as adjusted by any time adjustment.

END OF SECTION

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.A BID DOCUMENTS

2.A-1 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.

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List. Failure to do so may result in rejection of a bid or rescission of an award.

Bid submission is your acknowledgment that you have examined the job site and bid documents and are satisfied with:

1. General and local conditions to be encountered
2. Character, quality, and scope of work to be performed
3. Quantities of materials to be furnished
4. Character, quality, and quantity of surface and subsurface materials or obstacles
5. Requirements of the contract

Bid Books and project contract documents may be downloaded for free at CIPList.com or for a cost 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 Book" contains the Notice to Bidders, Special Provisions, and Contract; the project plans are a separate attachment. **The entire Bid Book must be printed, bound, and submitted; neither the Bid form nor any other portion of said book shall be detached therefrom, this includes all Section 3 related bid forms.** The entire bound Bid Book shall be submitted at the time of bid opening. Refer to Section 2.A , "Bid Documents" of these Special Provisions for more information.

2.B SUPPLEMENTAL PROJECT INFORMATION

Refer to Section 2-1.06B "Supplemental Project Information" of the Standard Specifications and the provisions of this section. Add to Section 2-1.06B:

The Department makes the following supplemental project information available:

Means	Description
Included in the Information Handout	As-Built Plans for Water System Improvements for Los Molinos CSD dated 12/26/1995

2.C BID DOCUMENT COMPLETION

2.C-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 subcontractor list results in a non-responsive bid. Submittals after the bid opening will not be accepted.

2.C-2 SUBCONTRACTORS LIST

Refer to Section 2-1.33C "Subcontractor List" of the Standard Specifications. The second paragraph is changed to read; "The subcontract list must show name, address, license number and work portions to be performed by each subcontractor listed. Show work portions by bid item number, work description, portions of each respective bid item subcontracted and the dollar amount associated with each subcontractor required (value) to perform listed work.

2.C-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.

Bidders must provide the completed STATE DEPARTMENT OF HOUSING REQUIRED FORMS (Bidder's Proposed Section 3 Contracts/Subcontracts and Bidder's Section 3 Proposed New Hires) included in the Proposal.

This project is funded by the State Department of Housing and Community Development and the Federal Department of Housing and Urban Development and is subject to Section 3 of the Housing and Urban Development Act of 1968 as amended, (12 U.S.C. 1702u)(Section 3).

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

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

Bidder's Security

The bidder's bond shall conform to the bond form following the Bid Signature page in this Bid Book.

2.D NON-MANDATORY PREBID MEETING

The Department will conduct a non-mandatory prebid meeting for this contract. Prebid meeting will be held on July 12, 2016. The purpose of the meeting is to:

- Describe and discuss the project
- Provide Section 3 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.

Attendance at this meeting is non-mandatory.

2.E BID OPENING

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

2.F CONTRACTOR REGISTRATION

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

END OF SECTION

SECTION 3 CONTRACT AWARD AND EXECUTION

3.A 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.

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

3.B CONTRACT AWARD

Refer to Section 3-1.04 "Contract Award" of the Standard Specifications. This section is amended to read:

If the Department awards the contract, the award is made to the lowest responsible bidder within 60 days after bid opening. The Department may extend the specified award period if the bidder agrees.

3.B-1 BID PROTEST

Submit any bid protest to the Engineer. Bid protests are to be delivered to the following address:

**DIRECTOR OF PUBLIC WORKS
9380 SAN BENITO AVE., GERBER, CA 96035
FAX NO. 530.385.1293**

3.B-1.a 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.B-2 BID EVALUATION

This project is bid as a Base Project with several alternatives which may be added depending on the cost of the bids for the Base Project and each alternative. Approximately \$1.2M is available for this project funded by the Community Development Block Grant and Tehama Air Quality Control Board. 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 Bid, followed by the Base Bid plus an Alternative or Base Bid plus combination of Alternatives depending on the cost in relationship to the specified 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 Alternative “A.1.1” will be compared. This process will continue by adding Alternatives in the following order until the specified Funding Amount is utilized to the maximum extent:

- Alternatives “1” through “2” 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 Alternatives within the specified amount of funding.

3.C 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.D CONTRACTOR LICENSE

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

3.E PAYEE DATA RECORD

Refer to Section 3-1.11 “Payee Data Record” of the Standard Specifications.

Replace the paragraph in section 3-1.11 with:

Complete and deliver to the Engineer a Payee Data Record when requested by the Department.

3.F 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 Subcontracting Request form per Section 5.B “Subcontracting” of these Special Provisions.
2. Contract bonds
3. Documents identified in Section 3-1.07 of the Standard Specifications, “Insurance Policies”

These contract documents must be received by the Engineer before the 10th business day after the bidder receives the contract.

Executed contract documents shall be delivered to the following address:

TEHAMA COUNTY DEPARTMENT OF PUBLIC WORKS
ATTENTION PROJECT #94004
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.G 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.F , “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

SECTION 4 SCOPE OF WORK

4.A 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.B LOCATION OF WORK

Los Molinos, Tehama County, California

4.C DESCRIPTION OF WORK

Project includes the installation of storm sewer drain facilities, water meter relocation, fire hydrant relocation, reconstruction of roadway, installation of curb, gutter and sidewalk.

4.D CONTRACT DOCUMENTS PROVIDED TO CONTRACTOR

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

4.E 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.

Refer to Section 5-1.27E, "Change Order Bills".

4.F 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.G 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.G-1 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.G-2 CONTRACTOR'S NOTIFICATION

With respect to differing site conditions, other than those to which Section 4.G-1 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:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

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

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

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

4.G-3 ENGINEER'S INVESTIGATION AND DECISION

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

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

END OF SECTION

SECTION 5 CONTROL OF WORK

5.A GENERAL

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

5.B SUBCONTRACTING

Refer to Section 5-1.13 "Subcontracting" of the Standard Specifications and these Special Provisions.

Replace the 2nd paragraph of Section 5-1.13A of the Standard Specifications with:

The Subcontracting Request form (Exhibit 16-B/CEM-1201) shall be submitted in accordance with Section 3.F "Contract Execution" of these Special Provisions.

INSTRUCTIONS FOR COMPLETING SUBCONTRACTING REQUEST FORM

All First-tier subcontractors must be included on a subcontracting request.

Submit in accordance with Section 3.F “Contract Execution” of these Special Provisions. Type or print requested information. Information copy is to be retained by the contractor. Submit other copies to project’s Resident Engineer. After approval, the original will be returned to the contractor.

When an entire item is subcontracted, the value to be shown is the contractor’s bid price.

When a portion of an item is subcontracted, describe the portion, and show the % of bid item and value.

THIS FORM IS NOT TO BE USED FOR SUBSTITUTIONS.

Prior to submittal of Form CEM-1201 involving a replacement Subcontractor, submit a separate written request for approval to substitute a listed subcontractor. Section 4107 of the Government Code covers the conditions for substitution.

Submit a separate written request for approval of any MBE/WBE/DVBE substitution. Include appropriate backup information and state what efforts were made to accomplish the same dollar value of work by other certified MBE/WBE/DVBEs.

NOTE: For contractors who will be performing work on railroad property, it is necessary for the contractor to complete and submit the Certificate of Insurance (State Form DH-OS-A10A) naming the subcontractor as insured. *No work shall be allowed which involves encroachment on railroad property until the specified insurance has been approved.*

Replace the 8th paragraph of section 5-1.13A of the Standard Specifications with:

Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code § 7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations

Replace the 8th paragraph of section 5-1.13A of the Standard Specifications with:

Each subcontractor must have an active and valid:

1. State contractor license with a classification appropriate for the work to be performed (Bus & Prof Code § 7000 et seq.)
2. Public works contractor registration number with the Department of Industrial Relations

5.C 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.D SUBMITTALS

Refer to Section 5-1.23 “Submittals” of the Standard Specifications.

Add between the 2nd and 3rd paragraphs of section 5-1.23A:

Submit action and informational submittals to the Engineer.

Add between the 5th and 6th paragraphs of section 5-1.23B(1)

For a revised submittal, allow the same number of days for review as for the original submittal.

Delete the 1st sentence in the 10th paragraph of section 5-1.23B(2).

5.E CONSTRUCTION SURVEYING

This work shall consist of furnishing and setting construction stakes and markers by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions and as necessary for the Engineer to check lines, grades, alignment and elevations.

The requirements in Section 5-1.26, “Construction Surveys” of the Standard Specifications, which require the establishment of lines and grades by the Engineer shall not apply to this contract. All procedures, methods, and typical stake markings shall be in accordance with Chapter 12, Construction Surveys, of the Department of Transportation publication entitled “Surveys Manual.” Copies of the “Surveys Manual” may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445 3520. . All Construction Staking shall be conducted under the direction of a Registered Civil Engineer or Licensed Land Surveyor.

Construction staking shall be performed as necessary to control the work as determined by the Engineer. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and section shown on the plans. Construction Staking notes and cross section data calculated by the Engineer will be furnished to the Contractor at the pre-construction conference for his use in performing the construction staking.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. Construction staking, setting of lines and grades and all other related field survey for construction shall be provided by the Contractor and/or by subcontract. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible, and accurate. Copies of such computation, notes and other records shall be furnished to the Engineer prior to beginning work that requires their use.

Construction stakes shall be removed from the site of work when no longer needed.

Upon completion of construction staking and prior to acceptance of the contract, all computations, survey notes, and other data used to accomplish the work shall be furnished to the Engineer and shall become the property of the County.

The contract lump sum price paid for construction staking shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in performing construction staking, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

5.F 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.G 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.H PROPERTY AND FACILITIES PRESERVATION

Refer to Section 5-1.36 “Property and Facilities Preservation” of the Standard Specifications.

Add to the list in the 1st paragraph of section 5-1.36A:

10. Survey monuments

Add to section 5-1.36C:

If the Contract does not include an agreement with a railroad company, do not allow personnel or equipment on railroad property.

Prevent material, equipment, and debris from falling onto railroad property.

Add to section 5-1.36:

5-1.36E Survey Monuments

Protect survey monuments on and off the highway. Upon discovery of a survey monument not identified and located immediately:

1. Stop work near the monument
2. Notify the Engineer

Do not resume work near the monument until authorized.

5.I 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.J POTENTIAL CLAIMS AND DISPUTE RESOLUTION

Refer to Section 5-1.43 “Potential Claims and Dispute Resolution” of the Standard Specifications.

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

5.J-1 ALTERNATIVE 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.J-1.a GENERAL

Section 5.J-1, Alternative Dispute Resolution," applies to a contract with 100 or more working days unless a contract has a total bid less than \$3 million. Projects with total bids less than \$3 million do not have the working day constraint.

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.J-1.b DISPUTE RESOLUTION LADDER

Section 5.J-1.b, "Dispute Resolution Ladder," applies to a contract under \$3 million.

5.J-1.b(i) General

The dispute resolution ladder, hereinafter referred to as "DRL," is an optional process.

At the preconstruction conference, at the kick-off partnering workshop, or at any time before contract acceptance, the Department offers you the option to use a dispute resolution ladder for alternative dispute resolution.

5.J-1.b(ii) Selection Process and Operation

If you wish to use this process, submit names, titles, and contact information of your personnel corresponding to the levels of the Department's dispute resolution ladder. The Department's dispute resolution ladder, in ascending order is:

Field Level - Inspector

Level 1 - Resident Engineer

Level 2 – Senior Civil Engineer

Level 3 – Director of Public Works.

A dispute can be advanced up the ladder:

- 1) When agreement between personnel on a defined level cannot be reached within the specified time;
- 2) Upon agreement of personnel on a defined level and concurrence of the personnel at the next higher level.

A dispute must be elevated to Level 1 if agreement has not been reached within a day after the event that led to the dispute. A dispute must be elevated to Level 2 if agreement has not been reached within 5 days after the Engineer's response to an RFI or within 5 business days from the date when a dispute arises due to an act or failure to act by the Engineer. A dispute must be elevated to Level 3 if agreement has not been reached within 15 days after submittal of the Initial Potential Claim Record. If a dispute remains unresolved after Level 3 participation, continue to comply with Section 5-1.146, "Potential Claims and Dispute Resolution."

5.J-1.b(iii) Compensation

The Department does not pay Contractor costs for participating in the DRL process.

5.J-1.b(iv) Dispute Resolution Ladder Agreement

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

CEM-6208 (NEW 5/2011)

DISPUTE RESOLUTION LADDER ESTABLISHMENT

Instructions- Use of this form is *optional*. The resident engineer and the contractor may fill it out to establish the Dispute Resolution Ladder. Use of the Dispute Resolution Ladder is not a substitute for filing a Request for Information or complying with the contractual requirements for potential claims and dispute resolution.

Agreement Date: _____

Project Description: Project includes the installation of storm sewer drain facilities, water meter relocation, fire hydrant relocation, reconstruction of roadway, installation of curb, gutter and sidewalk.

Department Personal

Level	Name	Title	Phone/Email	Time allowed Before Elevating
Field		Inspector		One business day
1		Resident Engineer		Within 5 business days after resident engineer's response to the Request for Information or within 5 business days from the date when the dispute first arose.
2		Senior Civil Engineer		Within 15 days of contractor's Initial Potential Claim Record
3		Director of Public Works		Final Dispute Resolution Ladder level

Contractor Personal

Level	Name	Title	Phone/Email	Time allowed Before Elevating
Field				One business day
1				Within 5 business days after resident engineer's response to the Request for Information or within 5 business days from the date when the dispute first arose.
2				Within 15 days of contractor's Initial Potential Claim Record
3				Final Dispute Resolution Ladder level

5.J-1.c DISPUTE RESOLUTION ADVISOR

Section 5.J-1.c, "Dispute Resolution Advisor" applies to a contract from \$3 million to \$10 million.

5.J-1.c(i) General

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.

5.J-1.c(ii) Selection Process, Replacement of DRA Member and Operation

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.

5.J-1.c(iii) Compensation

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.

5.J-1.c(iv) Dispute Resolution Advisor Agreement

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

Form CEM 6206 Rev (04-06-07)

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: _____

5.J-1.d DISPUTE REVIEW BOARD

Section 5.J-1.d, "Dispute Review Board," applies to a contract over \$10 million.

5.J-1.d(i) 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.J-1.d(ii) 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.J-1.d(iii) 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.J-1.d(iv) 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.J-1.d(v) 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.

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

SECTION 6 CONTROL OF MATERIALS

6.A GENERAL

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

6.B 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/

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.C BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

6.D QUALITY ASSURANCE

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Allow the Department to record, including photograph and video record, to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Department performs if they are available at the job site.

Schedule work to allow time for QAP.

The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies you of a retest, furnish resources for retesting.

For a material specified to comply with a State Specification number, the material may comply with a later version of the specification. Obtain State Specifications from METS.

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 Methods

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

SECTION 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7.A 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.B 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.B-1 WAGES

Refer to Section 7-1.02K(2) "Wages" of the Standard Specifications.

Replace "\$50" in the 1st sentence in the 6th paragraph of section 7-1.02K(2) with:

\$200

7.C 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.D PUBLIC CONVENIENCE

Attention is directed to the provisions in Section 7-1.03 "Public Convenience" of the Standard Specifications" and these special provisions.

The Contractor shall schedule and conduct his work so as to limit inconvenience to residences and businesses located in or near the work site. Access to residences and businesses shall be available at all times unless otherwise approved by the Engineer. On street parking shall be opened to the public when not in conflict with the day's scheduled work. Public traffic shall be permitted to pass through the work at all times during construction unless otherwise approved by the Engineer. During nights, weekends or other times when the Contractor is not on site working and when traffic is routed on a travel area next to a drop off of more than 1" the Contractor shall backfill the adjacent excavation with compacted base material to within 1" of the traveled way surface a minimum of 3' outside of the traveled way and shall maintain delineators at the edge of traveled way. Minimum traveled way shall be 11'. Upon approval by the Engineer, traffic may be routed onto compacted base. The Contractor shall provide reduced speed signs, shall inspect the traveled way twice daily and shall water and maintain the base free of ruts and depressions.

The contractor shall inspect and maintain all construction signs and delineators twice daily during the closures or suspension identified above.

Full compensation for public convenience will be considered as included in the contract price or prices paid for the items of work involved and no additional compensation will be allowed therefore.

7.E PUBLIC SAFETY

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.F 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.

7.G INSURANCE

Attention is directed to the provisions in Section 7-1.06 "Insurance" and Section 7-1.06F "Policy Forms, Endorsements, and Certificates" of the Standard Specifications and the supplementary provisions herewithin.

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include **"Tehama County, its elected officials, officers, employees and volunteers"** as an additional insured.

The certificate holder shall be "County of Tehama."

7.H FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

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

Comply with 46 CFR 381.7(a)–(b).

7.I AUDITS AND RECORDS RETENTION

The Contractor and or any Subcontractors shall allow access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Contractor and any and all Subcontractors are required to retain all records related to the Project for a period of five (5) years after final payment is made and all other pending matters are closed.

7.J 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		GOAL (PERCENT)
ECONOMIC AREA		
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8

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.J-1 FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is **0**.

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

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the Department:

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 Department’s approval for this submitted information before you start work. The Department 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 Department and FHWA approves a program if one of the following is met:

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

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 Department 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:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

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

7.K SECTION 3 COMPLIANCE

Section 3 applies to training, employment, contracting and other economic opportunities arising in connection with the expenditure of CDBG funds for public construction. These requirements also apply to contractors and subcontractors performing work on Section 3 covered project(s) for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$150,000. Section 3 does not apply to contracts for the purchase of supplies and materials, unless the contract includes the installation of the materials. Utilize the following forms/web link to demonstrate Section 3 compliance:

Section 3 Business Self Certification--<https://portal.apps.hud.gov/Sec3BusReg/BRegistry/What>

Section 3 Information Sheet for Contractors and Businesses

Bidder's Proposed Section 3 Contracts/Subcontracts

Bidder's Section 3 Proposed New Hires

Contractor's Section 3 Business Utilization Report

Contractor's Section 3 New Hires Report

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
8. The grantee and subgrantee will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - a. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2) (i) through (v) of this section.

7.L CONFLICT OF INTEREST

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter.

END OF SECTION

SECTION 8 PROSECUTION AND PROGRESS

8.A GENERAL

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

8.B SCHEDULE

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

Replace "working days" in the 1st paragraph of section 8-1.02B(1) with:
original working days

8.C 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
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.D BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

8.D-1 BEGINNING OF WORK

Work shall commence in accordance with these Special Provisions.

Start job site activities within 15 calendar days of the issuance of the Notice to Proceed.

All contract documents must be satisfactorily executed as described in Section 3.F , “Contract Execution” prior to issuance of the Notice to Proceed.

Contract time will start after the issuance of the Notice to Proceed and the first charged working day will be THE EARLIER OF EITHER the start of job site activities, OR 15 calendar days after the issuance of the Notice to Proceed. 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. The Department does not adjust contract time for starting before the 1st working day.

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 DRL, 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 received and authorized 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.
3. Written statement from the vendor that the order for the sign panels has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
4. Written statement from the vendor that the order for electrical material has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.
5. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

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.D-2 TIME OF COMPLETION

This work shall be diligently prosecuted to completion before the expiration of 50 working days after the date provided in Section 8.D “Beginning of Work”.

8.D-3 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 (\$3000) 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.

8.E **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.

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

8.F **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.

END OF SECTION

SECTION 9 PAYMENT

9.A GENERAL

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

9.B PAYMENT SCOPE

Attention is directed to the provisions in Section 9-1.03 "Payment Scope" of the Standard Specifications, and the following amendments:

Add to the list in the 1st paragraph of section 9-1.03:

3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

Replace item 1 in the 3rd paragraph of section 9-1.03 which describes payments with:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item

9.C FORCE ACCOUNT

Attention is directed to the provisions in Section 9-1.04A "Force Account" of the Standard Specifications, and the following amendments:

Replace "in" in the 3rd paragraph of section 9-1.04A with:

for

9.D 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:

$Qh = HMATT \times Xa$

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

total weight of HMA

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

$Qrh = RHMATT \times 0.80 \times Xarb$

Replace "weight of dry aggregate" in the definition of the variable Xarb 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:

$Qmh = MHMATT \times [(100 - Xam) / 100] \times Xmab$

Replace "weight of dry aggregate" in the definition of the variable Xmab in section 9-1.07B(4) with:

total weight of HMA

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

$Qrap = HMATT \times Xaa$

Replace "weight of dry aggregate" in the definitions of the variables Xaa and Xta 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.E 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.E-1 MOBILIZATION

Attention is directed to Section 9-1.16D “Mobilization” of the Standard Specifications and is amended to include the provisions in this Section.

The Department makes partial payments for Mobilization costs which shall adhere to Public Contract Code § 10264 as follows and not to exceed the following:

- When 5 percent of the original contract amount is earned, 50 percent of the amount bid for mobilization, or 5 percent of the original contract amount, whichever is lesser, may be paid.
- When 10 percent of the original contract amount is earned, 75 percent of the amount bid for mobilization or 7.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 20 percent of the original contract amount is earned, 95 percent of the amount bid for mobilization, or 9.5 percent of the original contract amount, whichever is lesser, may be paid.
- When 50 percent of the original contract amount is earned, 100 percent of the amount bid for mobilization, or 10 percent of the original contract amount, whichever is lesser, may be paid.

Upon completion of all work on the project, payment of any amount bid for mobilization in excess of 10 percent of the original contract amount will be paid.

The adjustment provisions in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications and the retention of payment provisions in Section 9.E-3 “Retention” shall not apply to the contract lump sum item of mobilization.

When other contract bid item(s) are adjusted as provided in Section 4-1.05 “Changes and Extra Work” of the Standard Specifications, if the costs applicable to an item of work include mobilization costs, those mobilization costs will be deemed to have been recovered by the Contractor by the payments made for mobilization, and will be excluded from consideration in determining compensation under said Section 4-1.05.

If the Contract does not include a mobilization bid item, mobilization is included in the payment of the various bid items involved.

9.E-2 WITHHOLDS

Refer to Section 9-1.16E “Withholds” of the Standard Specifications.

Delete "revised Contract" in item 1 of the 1st paragraph of section 9-1.16E(2).

9.E-3 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.G , “Prompt Payment of Funds Withheld to Subcontractors” of these Special Provisions.

9.F PROPOSED FINAL ESTIMATE

Refer to Section 9-1.17C “Proposed Final Estimate” of the Standard Specifications.

Replace the 2nd paragraph of section 9-1.17C with:

Submit either a written acceptance of the proposed final estimate or a claim statement postmarked or hand delivered before the 31st day after receiving the proposed final estimate.

Add between "the" and "final estimate" in the 1st sentence in the 3rd paragraph of section 9-1.17C:
proposed

9.G 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.H PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

9.I 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. This section will not be used unless the Engineer deems necessary to determine water weight of material.

9.J 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

SECTION 10 GENERAL

10.A 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.

Construction of the new structural section adjacent to the existing traveled way must be performed in successive and once all operations are under way concurrent operations of excavating, preparing subgrade, placing base materials, and paving. Excavation within 8 feet of the existing traveled way must not precede the paving operation by more than 2 working days unless:

1. Authorized
2. Material is placed and compacted against the vertical cuts within 8 feet of the existing traveled way. During excavation operations, native material may be used for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

At the end of each working day if a difference in excess of 0.2 feet exists between the elevation of the existing pavement and the elevation of an excavation within 8 feet of the traveled way, place and compact material against the vertical cut adjacent to the traveled way. During the excavation operation, you may use native material for this purpose except once the placing of the structural section starts, structural material must be used. Place the material up to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

END OF SECTION

SECTION 11 QUALITY CONTROL AND ASSURANCE

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

END OF SECTION

SECTION 12 TEMPORARY TRAFFIC CONTROL

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

12.A 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.B 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

Add after "Display" in item 4 in the list in the 2nd paragraph of section 12-3.03B:

or Alternating Diamond

Replace "project" in the 3rd paragraph of section 12-3.07C with:

work

12.B-1 PORTABLE CHANGEABLE MESSAGE SIGNS

Refer to Section 12-3.12 “Portable Changeable Message Signs” of the Standard Specifications.

12.B-1.a CONSTRUCTION

Refer to Section 12-3.12C “Construction” of the Standard Specifications and add the following:

If shown or directed, place the portable changeable message sign in advance of the 1st warning sign for each:

1. Stationary lane closure
2. Off-ramp closure
3. Connector closure
4. Shoulder closure
5. Speed reduction zone

12.B-2 CONSTRUCTION AREA SIGNS

Refer to Section 12-3.06, “Construction Area Signs” of the Standard Specifications.

12.C MAINTAINING TRAFFIC

Refer to Section 12-4, “Maintaining Traffic” of the Standard Specifications.

12.C-1 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.

Replace the 7th through 9th paragraphs of section 12-4.02A with:

If pedestrian traffic is allowed to pass through construction areas, provide a temporary pedestrian facility through the construction areas within the highway. Include protective overhead covering as necessary to ensure protection from falling objects and drippings from overhead structures.

At locations where pedestrian openings through falsework are required, provide a temporary pedestrian facility with protective overhead covering during all bridge construction activities.

Temporary pedestrian facilities must comply with section 12-7 of the Standard Specifications.

If an activity requires a closure of a walkway, another walkway must be made available nearby, off of the traveled way.

12.C-2 CLOSURE SCHEDULE AND CONDITIONS

Add between the 7th and 8th paragraphs of section 12-4.03 of the Standard Specifications:

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) of the Standard Specifications does not apply to reviewing contingency plans:

12.D TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

Replace Section 12-5 "Traffic Control System For Lane Closure" of the Standard Specifications with the following:

12.D-1 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.D-2 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.D-3 CONSTRUCTION

12.D-3.a 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.D-3.b 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.

Additional advance flaggers are required.

For traffic under 1-way control on unpaved areas, the cones shown along the centerline need not be placed.

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.D-3.c 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.D-4 PAYMENT

Traffic control system for lane closure is paid for as traffic control system.

12.E TEMPORARY PAVEMENT DELINEATION

Replace Section 12-8 "Temporary Pavement Delineation" of the Standard Specifications with the following:

12.E-1 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.E-2 MATERIALS

12.E-2.a GENERAL

Not Used

12.E-2.b 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.E-2.c 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.E-3 CONSTRUCTION

12.E-3.a 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.E-3.b 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 removal of the white, 4-inch wide, lane line traffic stripe is not required, apply temporary painted traffic stripe and place clear retroreflective pavement markers for temporary lane line delineation. Temporary painted lane line delineation placed on portland cement concrete pavement must consist of a white traffic stripe supplemented by a black-contrast traffic stripe and clear retroreflective pavement markers. Place the temporary painted lane line and clear retroreflective pavement markers longitudinally at intervals not exceeding 48 feet. The black contrast stripe and clear retroreflective pavement markers may remain in place at locations where you will be placing permanent pavement delineation.

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.E-3.c 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.E-4 PAYMENT

Not Used

END OF SECTION

SECTION 13 WATER POLLUTION CONTROL

13.A GENERAL

Attention is directed to Section 13 "Water Pollution Control" of the Standard Specifications.

13.A-1 SUMMARY

This project qualifies for an Erosivity Waiver because the soil disturbance is anticipated to be between 1 and 5 acres and the R-factor is less than 5. The Erosivity Waiver and R-factor are described in the NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002, as amended by Order No. 2010-0014-DWQ, as amended by Order No. 2012-0006-DWQ).

Schedule all soil disturbing activities, such as clearing and grubbing, roadway excavation, and embankment construction, to occur from July to October. Deviation from this schedule may void the Erosivity Waiver.

THIS JOB IS RISK LEVEL 1.

Discharges of storm water from the project must comply with most current NPDES General Permit for "Storm Water Discharges Associated with Construction and Land Disturbance Activities" (Order No. 2009-0009-DWQ, NPDES No. CAS000002, as amended by Order No. 2010-0014-DWQ, as amended by Order No. 2012-0006-DWQ).

13.B DEFINITIONS AND ABBREVIATIONS

active and inactive areas: (1) Active areas have soil disturbing work activities occurring at least once within 14 days, and (2) Inactive areas are areas that have not been disturbed for at least 15 days.

BMPs: Best Management Practices are water pollution control practices.

construction phase: Construction phases are (1) Highway Construction including work activities for building roads and structures, (2) Plant Establishment including maintenance on vegetation installed for final stabilization, and (3) Suspension where work activities are suspended and areas are inactive.

CSMP: Construction Site Monitoring Program.

NAL: Numeric Action Level

NEL: Numeric Effluent Limit

NPDES: National Pollutant Discharge Elimination System

NOI: Notice of Intent

normal working hours: The hours you normally work on this project

Preparation Manual: The Department's "Storm Water Pollution Prevention Plan and Water Pollution Control Program Preparation Manual."

QSD: Qualified SWPPP Developer

QSP: Qualified SWPPP Practitioner

REAP: Rain Event Action Plan.

RWQCB: Regional Water Quality Control Board.

SAP: Sampling and Analysis Plan

SSC: Suspended Sediment Concentration

SWRCB: State Water Resources Control Board

SWPPP: Storm Water Pollution Prevention Plan

WDID: Waste Discharge Identification Number

WPC: Water Pollution Control

WPC Manager: Water Pollution Control Manager. The WPC Manager implements water pollution control work described in the SWPPP and oversees revisions and amendments to the SWPPP.

13.C 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.

13.D PAYMENT

13.D-1 MAINTENANCE OF TEMPORARY ITEMS

Sections 13-5.04, 13-6.04, 13-7.04 of the Standard Specifications entitled "Payment" of the temporary sediment and erosion control measures is amended to delete cost sharing of maintaining temporary items. All costs to maintain temporary sediment and erosion control measures will be totally (100%) borne by the contractor and no division of costs will be made therefor.

The Department does not pay for items not used.

END OF SECTION

SECTION 14 ENVIRONMENTAL STEWARDSHIP

Attention is directed to Section 14 "Environmental Stewardship" of the Standard Specifications.

14.A 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.

14.A-1 PAYMENT

A fee may be required to obtain a fugitive dust permit. 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 therefor.

SECTION 15 EXISTING FACILITIES

Refer to Section 15 “Existing Facilities” of the Standard Specifications and these Special Provisions.

15.A RECONSTRUCT

15.A-1 RECONSTRUCT FENCE

Existing fence shall be reconstructed on properties as shown on plans. Contractor must provide new parts (i.e. posts, ties, clamps, tension bands, caps, etc.) as needed in order to reconstruct existing fence out of the roadway easement. Attention should be directed to the contractor that reconstructed fence must be adjoined to the existing fence. Contractor shall own and properly dispose excess material.

15.A-2 RECONSTRUCT PAVEMENT

Reconstruct existing fence as shown plans and as directed in the field by the Engineer.

Reconstruction of fence, including any new parts, shall be considered as included in the contract prices paid for the item and no additional compensation will be allowed therefor.

15.B REMOVE

15.B-1 REMOVE CULVERT

Remove culverts as shown. Removal of culverts must be immediately followed by new culvert. Allowances for emergency access across culvert trench must be made at all time. Contractor shall own the removed material.

15.B-2 REMOVE PAVEMENT

Remove existing pavement as shown plans and as directed in the field by the Engineer by cold planing asphalt concrete. Where portions of the surface are to remain in place, saw cut a neat line along the edge of the portion to remain in place before starting the removal operation.

Do not begin removal operations until after the roadway is no longer required for the passage of public traffic, unless otherwise directed by the Engineer.

15.B-2.a COLD PLANING ASPHALT CONCRETE PAVEMENT

Replace Section 15-2.02B(3) “Cold Planing Asphalt Concrete Pavement” of the Standard Specifications with the following:

15.B-2.a(i) General

1. Construct a temporary HMA taper to the level of the existing pavement

Schedule cold planing activities so that not more than 4 hours elapses between the time the pavement is cold planed and the HMA is placed.

15.B-2.a(ii) 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.B-2.a(iii) Construction

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.

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.

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:

1. 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.
2. Compacted by any method that will produce a smooth riding surface

Completely remove temporary tapers before placing permanent surfacing.

Remove Planed Material

Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.

Stockpile

Material shall be stockpiled either onsite or another site approved by the Engineer. Stockpiling shall comply with water pollution control provisions and Standard Specifications.

15.B-2.b 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.

Payment includes hauling removed pavement to the County's storage facility.

Payment for removal of asphalt concrete includes conducting neat sawcut if a clean vertical edge is not provided or maintained prior to paving operations. Engineer must approve exclusion of sawcutting. Failure to get approval from the Engineer may result in performance withhold(s).

15.B-3 REMOVE GUARDRAIL

Remove existing guardrail from structures where present. Contractor shall own removed material.

15.B-3.a PAYMENT

Payment includes full compensation for complete disassembly and removal of guardrails including all posts footings and fasteners. Damage caused to structures during removal shall be repaired at the Contractors expense.

15.C ABANDONED FACILITIES

Underground abandoned facilities known to exist include: buried TV cable, AT&T 50 pair cable, and Los Molinos Mutual Water Company galvanized water distribution line. These facilities may be encountered during the installation of various items. If/When underground facilities are encountered, stop work in that area, notify the engineer to identify the underground facility. If underground facilities are identified by the engineer as abandoned perform necessary steps to destroy in place for the purpose of construction.

Payment for destroying abandoned facilities shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

15.D RESET

15.D-1 RESET MAILBOXES

Refer to Section 15-2.08B of the Standard Specifications. Mailboxes shall be relocated as shown.

15.E RELOCATE

15.E-1 RELOCATE CULVERT

Relocate culverts as shown. Relocation of culverts must be conducted immediately. Allowances for emergency access across culvert trench must be made at all time.

Installation of relocated culverts shall comply with Section 66 of the Standard Specifications and with these Special Provisions.

15.E-2 RELOCATE MAILBOXES

15.E-2.a GENERAL

Mailboxes include newspaper boxes. Provide access for the mail and newspaper delivery at all times.

Relocate the mail box location as necessary during your work. Mount mailboxes on posts that are set in the ground. If authorized, temporary supports may be used. Do not use posts concreted in buckets for temporary supports.

Relocate a newspaper box wherever the newspaper box is attached to the existing facility.

For the final location, install mailboxes on new redwood posts that comply with the specifications for sign posts under section 56.

Backfill the space around posts with earth material. Place the backfill in 4-inch thick layers. Moisten and thoroughly compact each layer.

Dispose of posts, mounts, and hardware that are no longer used.

15.E-2.b PAYMENT

A mail box is one unit. A newspaper box is one unit.

Multiple boxes on a single post are counted as multiple units.

Payment for a unit includes resetting as many times as necessary during your work.

Refer to Section 15-2.08B of the Standard Specifications. Mailboxes shall be relocated as shown.

15.E-3 RELOCATE ROADSIDE SIGN STRUCTURE

Replace section 15-2.09B of the Standard Specifications with:

15-2.09B Relocate Sign Structures

Remove foundations to a depth of at least 2 feet below the adjacent finished grade. Foundations include anchor bolts, reinforcing steel, conduit, and electrical wiring. Remove wiring to the nearest pull box.

Foundations and metal components must comply with section 56-3.

Construction of relocated sign structure(s) shall comply with Section 56 of the Standard Specifications and these Special Provisions.

15.E-4 RELOCATE PROPANE TANK

Relocate propane tank out of the county roadway easement as shown on plans and per building department setback requirements, this includes resetting the tank, removing/relocating the concrete base, meter, coordinating with the propane supplier and reestablishing underground service line.

15.E-4.a PAYMENT

Payment for relocating the propane tank from the county roadway easement includes all permits, notifications, materials, coordination with both property owner and propane supplier (tank owner).

15.E-5 RELOCATE WATER APPURTENANCES

15.E-5.a General

15.E-5.a(i) Description:

The work embraced shall be done in accordance with the construction plans, County of Tehama Land Division Standards, and the latest amended Standards of the American Water Works Association (AWWA). This section describes the requirements for furnishing and installing pressure water and sewer lines, 6-inch and smaller, including the materials to be used, methods and requirements for installation and measurement for payment.

Work under this section shall include, but not be limited to, installing the pipe, including storing and handling, laying of the pipe and fittings, installing protective wrap where required; completing joints, including application of corrosion protection materials, placing of reaction blocking, installing and testing the locating wire, connecting to existing mains, and installation of valves, fittings and appurtenances associated with the water delivery system.

Contractor shall conduct a pre-construction conference with the Los Molinos Mutual Water Company and the County of Tehama a minimum of 10 working days prior to beginning work on the water supply system. Notify Tehama County Public Works Senior Civil Engineer Kevin Rosser, (530) 385-1462 extension 3051, KRosser@tcpw.ca.gov, and Jim Lowden, (530) 510-6919, CorningWD@Tehama.net, a minimum of 10 days prior to start of the Work.

Allowable service disruption for water service replacements only shall be limited to no more than 2 hours per residence.

15.E-5.a(ii) Submittals:

The Contractor must prepare a notification that describes the water service disruption, and must distribute the notice to all residences within the affected area of the water supply shutdown. The notice must make it clear that water service disruption on the scheduled day of the service disruption can extend up to 8 hours, between the hours of 8 am and 5 pm.

A sample of the notification will be provided upon 3 days notification to the County Public Works Department, via email at KRosser@tcpw.ca.gov, the County will provide the contract with an approved PDF of the notification for copying and distribution. The Notice must inform residents that every effort will be made to remove accumulated air in the residential service lines, but that residences should be aware that it is normal to have a small amount of air collect in the household water supply system.

Residents should be instructed to slowly open faucets and remove any collected air prior to full use. The Notice must be specific as to the date and time interval of the shutdown, and such notice must be provided to the affected residence with a 48 to 72 hour notice of the Work. Do not notice residences in advance of the specified time. If Work schedule extends or delays, re-notice residences such that the notice remains within the specified calendar day noticing time specified above. The Contractor must distribute to each residence within the limits of the effected meters to be relocated. 1. These notifications must be securely attached to the residences' doors no less than 48 hours prior to the water service work when the service will be shutdown. Service shutdowns must begin no earlier than 8:00 a.m., and must be fully restored no later than 5:00 p.m. that day.

Submittals supplied by the Contractor shall include: catalog information on pipeline material, fittings, mechanical couplings, restrained joints and flange insulation kits; samples of gravel, permeable backfill, and sand; load tickets for asphalt paving, gravel, sand, sand-cement slurry, permeable backfill and ready-mix concrete; and laying diagrams for any sections of water main that cannot be laid with standard length material. The Contractor's attention is directed to the General Conditions of this contract under "Submittals".

15.E-5.a(iii) *Quality Control:*

The water main valves will be operated only by the Los Molinos Mutual Water Company personnel. The Contractor must notify the Inspector no fewer than ten working days ahead of when the work on a water system is scheduled to begin. The day of the work, the Los Molinos Mutual Water Company personnel will close and operate the water main isolation valves. The Contractor will be responsible for closing the service valves for all residences affected prior to the shutdown. At the conclusion of the work, the Los Molinos Mutual Water Company personnel will re-energize the water system by opening the water main isolation valves.

Contractor shall turn services back on after line is pressurized making sure to bleed air trapped in each service at a hose bib.

The Contractor shall make all water and force main materials available for inspection by the Project Engineer prior to their installation. The Contractor shall provide the necessary men and equipment to make these materials available. Each phase of work shall pass inspection by the Project Engineer before commencing work on the next phase. The phases shall consist of, but not be limited to, pavement cutting, excavation, bedding, pipe laying, application of corrosion protection, including protective wrap of D.I. pipe, where required, shading around pipe, installing the locating wire, backfilling each layer, testing the locating wire, and trench restoration. Pressure and leak testing, and disinfecting requirements are described elsewhere in these specifications.

15.E-5.b Products

15.E-5.b(i) *General:*

Materials furnished for water mains shall include, but not be limited to, pipeline materials; fittings including bends, tees, wyes, crosses, reducers, caps, couplings, flanges and other special joints, flange insulating kits, polyethylene encasement, primers and solvents for use with PVC pipe, native and imported backfill, concrete for reaction blocking and structure replacement, sand-cement slurry, water and palliatives for backfill conditioning and dust control, locating wire and materials used for restoration of the trench and work area, including erosion control.

Requirements for backfill materials, both native and imported, are included with installation procedures contained elsewhere in this section.

15.E-5.b(ii) *Pipeline Material:*

Pipeline materials shall be either ductile iron pipe (DIP) or polyvinyl chloride pipe (PVC). The type of pipeline material, the nominal size; class, rating, or schedule, shall be as shown on the plans, or as further limited by the Special Conditions of this Contract. In no case shall the system working pressure exceed the maximum working pressure for the pipeline material, size, class, rating, or schedule listed below:

<u>Pipeline Material</u>	<u>Min. Pipe Size (in.)</u>	<u>Max. Pipe Size (in.)</u>	<u>Max. Working Pressure (psi)</u>
PVC Schedule Pipe (ASTM D-1785):			
Sch. 40	1/2	4	100
Sch. 80	1/2	4	200

Materials Schedule:

Water laterals 4" to 2"	Schedule 40 (ASTM D-1785)
	Schedule 80 (ASTM D-1785)
	Ring Tite SDR 26 (ASTM 2241)

The same type of pipeline material and manufacturer shall be used throughout the work unless specific types are listed for specific areas in the Special Conditions of this Contract.

15.E-5.b(iii) PVC Schedule 40 And 80 (Polyvinyl Chloride):

Schedule (Sch) 40 and 80 PVC shall conform to ASTM D-1785, with a cell classification of 12454-A or 12454-B. This pipeline material shall be utilized as small diameter distribution laterals and large diameter service lines, all as shown on the plans and described in this section and in the special conditions of this contract.

Pipe sections shall be nominal 20-foot lengths. One hundred percent of the pipe shall be furnished as standard 20-foot lengths. Standard 20-foot lengths shall be used wherever possible. The Contractor shall not substitute multiple short lengths of pipe where one or more standard lengths will fit.

PVC schedule pipe shall be furnished with belled ends as solvent-weld socket conforming to ASTM D2672 or plain ends suitable for use with solvent-weld fittings, as specified in this section. Restrained joints using clamps or other devices will not be allowed.

Each section of pipe shall be marked with the nominal pipe size, the plastic pipe designation code, the schedule, the ASTM designation, the manufacturer's name or trademark, and the laboratory's mark certifying the pipe for use with potable water.

15.E-5.b(iv) Fittings:

Fittings for PVC pressure pipe shall be either gray or ductile iron, conforming in all respects to AWWA C110, except as allowed herein. Fittings up to 16 inches, which require push-on or mechanical joints only, shall conform in all respects to either AWWA C110 or C153. Fittings up to 16 inches which require one or more flanges may be ductile iron fittings conforming in all respects to AWWA C153, except that the flanges shall have the following minimum thicknesses:

Minimum Flange Thickness (t) (in)	
Nominal Dia.	t
3	0.60
4	0.70
6	0.75
8	0.85
10	0.90
12	1.00
14	1.05
16	1.10

All gray and ductile iron fittings shall have distinctly cast on the outside of their bodies the pressure rating, nominal diameter of openings, manufacturer's identification, country where cast, the number of degrees of the circle on all bends, the letter 'DI' for ductile iron, all as required by AWWA C110 and C153.

Fittings for PVC Schedule 40 and 80 pipe shall be socket type, conforming in all respects to ASTM D-2466 and ASTM D-2467 respectively. Except where Schedule 80 fittings require threads, as shown on the plans, they shall conform in all respects to ASTM D-2464. These fittings shall be distinctively marked with the manufacturer's mark, material designation, size ASTM designation number (D-2464 for Sch. 40 and D-2467 for Sch. 80), and the seal of NSF.

Sixty (60) Linear Feet of 3" SCH 40 Class 200 PVC
Two (2) FEBCO 825Y Pressure Reducing Devices per City of Red Bluff Uniform Standards.
One (1) FEBCO 825YD Reduced Pressure Assemblies.
One (1) 4" Mueller A-2360 Resilient Wedge Gate Valve.
Two (2) 2" BadgerMeter Recordall Bronze Disc Meters.
Two (2) Cook Concrete Products No.15 meter box with hinged lid marked "water".
One (1) 3" PVC Tee
Two (2) 3" 90 degree Elbows.
Two (2) 2" Meter Stops
Two (2) 2" Meter spud and flange packs

15.E-5.b(v) Joint Configurations

Push-on joints for PVC pressure pipe and related fittings may be substituted for mechanical joints where shown on the plans except where restrained joints for ductile iron pipe using mechanical joints are required.

Flanged joints on fittings shall conform in all respects to AWWA C110, except as otherwise allowed in certain instances for specific types of compact fittings described elsewhere in this section. Screwed flanges for ductile iron pipe shall conform to AWWA C115 and shall be furnished on minimum Special Class 53 pipe barrels. The flanges shall be properly aligned wherever required for valves and fittings. Gaskets for all flanges shall be full face 1/8 inch thick fiber reinforced rubber, except for flanged joints requiring insulation kits.

Where angle points in the pipe alignment require two elbow fittings to be flanged and bolted together, the Contractor may substitute a single fitting of proper degree bend to match the required angle. Such substitute elbow fittings shall comply fully with these specifications.

15.E-5.b(vi) PVC Primer and Solvent Cement

Primer and solvent cement for use with PVC Schedule 40 and 80 pipeline material and fittings shall conform to ASTM F-656 and D-2564 respectively.

15.E-5.b(vii) Concrete

Concrete for reaction blocking shall be 2,000 psi and concrete for replacing sidewalks, curbs, gutters, driveways and road crossing caps shall be 3,000 psi, both conforming in all respects to the requirements for concrete work.

15.E-5.b(viii) Valve Boxes

Valve boxes shall be installed at each valve . Boxes shall be pre-cast Portland cement concrete, as manufactured by Cook Concrete Products, or approved equal.

15.E-5.c Execution

15.E-5.c(i) General:

This work shall consist of installing the pipe, fittings, appurtenances and locating wire.

15.E-5.c(ii) Horizontal Alignment

The Contractor shall follow the horizontal alignment as staked in the field. The Contractor's attention is directed to Section 01050 'Field Engineering' for staking requirements. The horizontal alignment shall follow the staked alignment with a maximum variation of plus or minus 6 inches on straight sections and plus or minus 12 inches on curved sections.

15.E-5.c(iii) Vertical Alignment:

The vertical alignment shown on the plans shall be maintained within the limits described herein. If construction staking is required, the Contractor shall comply with requirements for construction staking, as described in Section 01050.

15.E-5.c(iv) Separation:

All water line installations shall conform to the 'California Waterworks Standards' contained in Section 64630, Title 22, California Administrative Code. Among others, these standards specify separation requirements between water mains and sanitary sewer lines.

15.E-5.c(v) Pipe Lengths:

Pipe lengths shall be selected so that pipe can be installed through horizontal or vertical curves, or any combination thereof, without exceeding the maximum joint deflection as recommended by the manufacturer, or maximum pipe barrel deflection, as allowed by these specifications. All curves exceeding these requirements shall be made with fittings, or by selecting shorter pipe lengths. Individual pipe lengths shall not be less than one half the standard length unless approved by the Project Engineer.

15.E-5.c(vi) Temporary Erosion Control:

The Contractor shall take whatever measures necessary to prevent excessive erosion of areas disturbed by this work and shall prevent sediments from leaving the work areas. Measures may include, but not be limited to filter fabric fences, straw bail dikes, interceptor swales, or other methods, all as approved by the Project Engineer.

15.E-5.c(vii) Final Clean-Up:

All areas over and around the trench and appurtenances, and all other areas and surfaces disturbed by the construction activities shall be restored to an equal or better condition as existed prior to the start of construction.

15.E-5.d Measurement and Payment

15.E-5.d(i) Payment:

Payment includes any service fee the Los Molinos Mutual Water Company requires and must be included in the bid schedule under 'Water Service Relocation'.

15.E-5.d(ii) Measurement:

Measurement shall be as shown in the bid schedule under 'Water Service Relocation', and include all materials and labor for the completed installation. Limits of measurement shall be 5 feet from buildings and structure foundations, and to the edge of the valve enclosure specified.

Measurement and payment for valve enclosures shall be as shown in the Bid Schedule under 'Water Service Relocation', and shall include pipe, valves, valve box and all necessary labor and materials for the completed enclosure installation.

15.E-5.e Testing and Disinfecting Water Lines

15.E-5.f General

15.E-5.g Description:

This section describes the requirements for pressure and leak testing, and disinfecting of water mains and appurtenances, including but not limited to, air release valve assemblies, blow-off valve assemblies, fire hydrant assemblies, service assemblies, pressure reducing and pump stations, altitude valve stations, and all other appurtenances.

This section does not include disinfecting procedures for water storage tanks. If required, disinfecting of storage tanks is described elsewhere in these specifications.

This work shall consist of filling the water main and appurtenances with water and bleeding off all entrapped air, allowing the pipe line to soak, making all connections to the water main for expelling air and for testing equipment; running the test, visually inspecting exposed appurtenances, locating and repairing all leaks, re-testing, application of disinfectant, and flushing operations.

Materials furnished for this work shall include, but not be limited to, pipe and fittings for connections to the main, pumps, pressure regulator, a calibrated water storage tank, disinfectant, and all other materials, fittings and pipelines required to perform the tests and make the necessary repairs.

15.E-5.h Required Work Sequence

The pressure test and the test for allowable leakage shall be performed simultaneously. Testing shall not commence until the water main and all appurtenances have been completely installed, up to and including compaction of road aggregate base. The Contractor may, at any time, perform his own pressure and leak test. However, these tests will in no way offset the requirement for a final pressure and leak test.

After successfully testing the water main and appurtenances, they may then be flushed and disinfected.

15.E-5.i Products

Not Used.

15.E-5.j Execution

15.E-5.k General:

This section shall consist of testing the water main and appurtenances for both pressure and leakage requirements. These tests will be run simultaneously.

Prior to testing, the water main shall be slowly and carefully filled with water. All air shall be expelled slowly from the pipe and appurtenances in a manner so as not to create excessive surge pressures. All appurtenances shall be left on during the testing procedure.

The Contractor may, at his own risk, test against new or existing valves. Suspected leaking of these valves will not be accepted as a reason for having not passed the leakage test requirements. These valves shall either be repaired or replaced prior to the start of another testing sequence. If an existing

valve is suspected of leaking, the Contractor may repair or replace the valve at his own expense, or disconnect the water main from the valve, install a bulkhead, and retest.

15.E-5.l Blank

15.E-5.m Testing Equipment:

The Contractor shall be responsible for supplying, maintaining, and operating all testing equipment. In general, the testing equipment configuration shall consist of a pump receiving water from a calibrated storage tank. The pump discharge shall enter the water main through a tap or appurtenance. A pressure sustaining valve capable of being adjusted within the required pressure ranges shall be placed on a tee located in the pump discharge line. Discharge from the pressure sustaining valve shall return to the calibrated storage tank. Other types or configurations of testing equipment shall be subject to the Project Engineer's approval. The pressure pump and pressure sustaining valve shall remain in operation continuously throughout the test period.

15.E-5.n Test Pressure:

The test pressure shall be 150 percent of the working pressure, as calculated for the lowest elevation of the test section, or 150 psi, whichever is greatest. The pressure maintained at the pump shall be adjusted for the difference in elevation between the lowest elevation of the test section and the pump location.

15.E-5.o Test Duration:

The test duration shall be 2 hours. Pressure in the water main shall be maintained as near the calculated test pressure as possible for the full two hour duration. The pressure pump and pressure sustaining valve shall remain in operation continuously throughout the duration of the test.

15.E-5.p Allowable leakage:

The allowable leakage per test section shall be calculated from the formula contained in this subsection. Different sized water mains that might be contained within the same test section shall be calculated separately and their allowable leakage added together. This formula represents the allowable leakage regardless of the number of joints, couplings, fittings, valves, pressure reducing or pump station or any other appurtenances on the water main. The length of pipe contained in these appurtenances shall not be counted as adding to the length of water main being tested.

$$V = LD/148,000 (P^{1/2})$$

V = Allowable leakage in gallons per hour

L = Length of water main in feet

D = Nominal diameter in inches

P = Average test pressure in psi**

** The average test pressure shall be calculated as the test pressure for the lowest elevation of the test section less one-half the elevation change to the highest point on the test section.

15.E-5.q Repairs:

During the pressure and leakage test, all accessible appurtenances shall be inspected for visual signs of leakage. All visual leaks shall be corrected immediately, regardless of the amount of leakage and the test shall be run again for its full duration. Should the pressure and leakage test fail, the Contractor shall begin to investigate all areas of suspected leakage and shall make all repairs necessary in order to affect a successful test. All repair methods shall be subject to Project Engineer approval. All leaks detected

shall be repaired to a water tight condition. All repairs made shall be re-tested in accordance with these specifications. All repairs shall be made and a successful test accomplished prior to taking bacteriological samples.

15.E-5.r Disinfecting:

The interior of all water mains and appurtenances shall be disinfected in accordance with AWWA C651 and these specifications. Disinfection requirements shall include preventive and corrective measures during construction, forms of chlorine and methods of application, final flushing and bacteriological tests.

The methods and techniques described in these specifications are minimum requirements only. The Contractor shall be solely responsible for the methods and techniques used to successfully disinfect the water mains and appurtenances and for disposing of the highly chlorinated water during flushing operations.

Precautions shall be taken to protect the interior of water mains and appurtenances against contamination. The open ends of all water main laid in the trench shall be closed with water tight plugs when pipe laying has stopped. Stockpiled pipe and appurtenances shall also be protected from contamination.

If dirt or other contaminants enter the water main or appurtenances and, in the opinion of the Project Engineer, the contaminate will not be removed by the flushing operation, the interior surfaces shall be cleaned by mechanical means.

Water mains and appurtenances flooded during construction shall be cleared of flood water, flushed with potable water, isolated, and filled with chlorinated water so that at the end of a 24-hour holding period, the free chlorine residual is not less than 25 mg/L. The chlorinated water shall be flushed as described under Final Flush of these specifications.

15.E-5.s Methods of Chlorination

Two methods of chlorination are accepted: tablets, and continuous feed. The slug method described in AWWA C651 will not be allowed.

15.E-5.t Tablet Method:

1. This method may be used only if the mains and appurtenances are kept clean and dry during construction. The placing of calcium hypochlorite granules in addition to the tablets during construction is optional.
2. Calcium hypochlorite, 65 percent, 5 gram tablets shall be attached to the top inside surface of each length of pipe immediately prior to installation with a food-grade adhesive. Use only Permatex Form-a-Gasket No. 2, or Permatex Clear RTV Silicon Adhesive Sealant, or approved equal. Do not use Permatex Form-a-Gasket No. 1. The number of tablets for each pipe section shall be calculated as the following:

$$N = .0012d^2L$$

Where:

N = Number of 5 gram tablets required for each pipe section, rounded to the next higher integer.

d = Nominal pipe diameter in inches.

L = Length of each pipe section in feet.

3. When installation has been completed, the water main shall be filled with water at a rate so as not to create a velocity of more than one ft/sec. All air pockets shall be eliminated. The heavy chlorine solution

shall remain in the mains at least 24 hours. If water temperatures are below 41° F., it shall remain for at least 48 hours.

15.E-5.u Continuous-Feed Method:

1. This method shall consist of filling the completed mains and appurtenances to remove all air pockets, flushing to remove particulates, and refilling the mains with potable water chlorinated so that after a 24-hour holding period in the mains, there will be a free chloride residual of not less than 10 mg/L.
2. The methods and techniques used for preliminary flushing and chlorinating the mains shall be as described in Section 5.2 of AWWA C651. The placing of calcium hypochlorite granules during construction is optional.

15.E-5.v Final Flushing:

The heavily chlorinated water shall be flushed from the mains and appurtenances and shall not remain in the mains more than 48 hours beyond the times required in this section. The heavily chlorinated water shall be flushed from the mains and appurtenances until chloride measurements show that the concentrations in the water leaving the main is no higher than that generally prevailing in the system, but not more than 1.0 mg/L.

The environment to which the chlorinated water is to be discharged shall be inspected. The Contractor shall be solely responsible for any damage caused by the discharge of heavily chlorinated water. If there is any question that the chlorinated discharge will cause damage to the environment, then a reducing agent shall be applied to the water to be wasted to neutralize thoroughly the chlorine residual remaining in the water. Reducing agents and their use shall comply with AWWA C651, Appendix B. Where necessary, federal state and local regulatory agencies should be contacted to determine special provisions for the disposal of heavily chlorinated water.

Upon completion of the disinfection process, water samples shall be tested for bacteriological quality in accordance with AWWA 'Standard Methods for the Examination of Water and Wastewater' and shall show the absence of coliform organisms.

Bacteriological samples shall be collected by the Contractor and tested at a laboratory approved by the Project Engineer. The number and location of samples shall be determined by the Project Engineer. Should any of the samples prove positive, the Contractor shall repeat the disinfecting process and retest.

15.E-5.w Redisinfection:

15.E-5.x Measurement and Payment

TESTING AND DISINFECTING OF WATER LINES: Payment shall be included in the bid schedule under 'Water Meter'. No separate payment shall be made for testing and disinfecting.

END OF SECTION

END OF SECTION

SECTION 16 CLEARING AND GRUBBING

Refer to Section 16, "Clearing and Grubbing" of the Standard Specifications.

END OF SECTION

SECTION 17 WATERING

Refer to Section 17, "Watering" of the Standard Specifications.

END OF SECTION

SECTION 18 DUST PALLIATIVE

Refer to Section 18, "Dust Palliative" of the Standard Specifications.

END OF SECTION

SECTION 19 EARTHWORK

19.A 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.B ROADWAY EXCAVATION

19.B-1 SLOPES

Add the following to section 19-2.03G "Slopes" of the Standard Specifications:

Roughen embankment slopes to receive erosion control materials by either track-walking or rolling with a sheepsfoot roller. Track-walk slopes by running track-mounted equipment perpendicular to slope contours.

19.C SLURRY CEMENT BACKFILL

Refer to Section 19-3, "Structure Excavation and Backfill" of the Standard Provisions.

19.D 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.E IMPORT BORROW

Refer to Section 19-7 "Borrow Material" of the Standard Specifications.

19.E-1 MATERIALS

Add the following to Section 19-7.02C "Import Borrow":

The portion of imported borrow placed within 4 feet of the finished grade must have a resistance (R-Value) of at least 35 or as approved by the Engineer.

END OF SECTION

SECTION 20 LANDSCAPE

Refer to Section 20, "Landscape" of the Standard Specifications.

END OF SECTION

SECTION 21 EROSION CONTROL

21.A GENERAL

Grant Street Drainage
Project Specifications/ Special Provisions

Refer to Section 21, “Erosion Control” of the Standard Specifications and the amended provisions within this section. All other provisions in the Standard Specifications shall apply.

21.A-1 MATERIALS

Refer to Section 21-1.02 “Materials” of Erosion Control items in the Standard Specifications and the following amendments.

Replace the paragraph in section 21-1.02P with:

Fiber roll must be a premanufactured roll filled with rice or wheat straw, wood excelsior, or coconut fiber. Fiber roll must be covered with biodegradable jute, sisal, or coir fiber netting secured tightly at each end and must be one of the following:

1. 8 to 10 inches in diameter and at least 1.1 lb/ft
2. 10 to 12 inches in diameter and at least 3 lb/ft

Fiber roll must have a minimum functional longevity of 1 year.

21.A-2 CONSTRUCTION

Refer to Section 21-1.03 “Construction” of Erosion Control items in the Standard Specifications and the following amendments.

Add between the 1st and 2nd paragraphs of section 21-1.03A:

Remove and dispose of trash, debris, and weeds in areas to receive erosion control materials.

Remove and dispose of loose rocks larger than 2-1/2 inches in maximum dimension unless otherwise authorized.

Protect the traveled way, sidewalks, lined drainage channels, and existing vegetation from overspray of hydraulically-applied material.

21.B HYDROSEED

21.B-1 MATERIALS

21.B-1.a SEED MIX

Seed must comply with the following:

Table 3: Hydroseed Seed Mix

SCIENTIFIC NAME	COMMON NAME	POUNDS PER ACRE (PLS)
<i>Poa secunda ssp. secunda</i>	One-sided bluegrass	20
<i>Vulpia microstachys</i>	Three weeks fescue	20
TOTAL =		40

21.B-1.b ORGANIC FERTILIZER

Must be a pelleted or granular form and must be one of the following:

Table 4: Organic Fertilizer

PRODUCTS	GUARANTEED CHEMICAL ANALYSIS; (N-P-K) (%)	COMPANY
Biosol Mix® - Granular	7-2-3	Rocky Mountains Bioproducts Edwards, CO
Fertil-Fibers™	6-4-1	Quattro Environmental Coronado, CA
Sustane®	5-2-4	Natural Fertilizer of America Cannon Falls, MN
Approved Equal1	(N) 5 to 7 (P) 1 to 5 (K) 2 to 10	

Approved equal must be within the ranges shown for N-P-K. The cumulative (N) release rate must be no more than 70 percent the first 70 days after incubation (86° F) with 100 percent at 350 days or more.

21.B-2 APPLICATION

Apply erosion control (Hydroseed) materials in separate applications in the following sequence:

1. Apply the following mixture with hydroseeding equipment at the rates indicated within 60 minutes after the seed has been added to the mixture:

Table 5: Hydroseed Application Rates

MATERIAL	POUNDS PER ACRE (SLOPE MEASUREMENT)
Seed	65
Fiber	750
Organic Fertilizer	600

The ratio of total water to total tackifier in the mixture must be as recommended by the manufacturer.

21.C PAYMENT

21.C-1 MOVE-IN/ MOVE-OUT

Full compensation for the move-in and move-out of **permanent** erosion control items shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

END OF SECTION

SECTION 22 FINISHING ROADWAY

Refer to Section 22, "Finishing Roadway" of the Standard Specifications.

END OF SECTION

SECTION 24 STABILIZED SOILS

Refer to Section 24, "Stabilized Soils" of the Standard Specifications.

END OF SECTION

SECTION 26 AGGREGATE BASES

Refer to Section 26, "Aggregate Bases" of the Standard Specifications.

26.A MATERIALS

Aggregate base shall be Class 2, ¾ inch maximum gradation.

26.B CONSTRUCTION

26.B-1 COMPACTING

The first line of Section 26-1.03D of the Standard Specifications shall be replaced with:

Compact each AB layer to at least 95 percent relative dry compaction under ASTM D2922 and D3017 or others as required. Relative compaction shall mean the ratio of the field dry density to the laboratory maximum dry density expressed as a percentage.

26.C PAYMENT

The second paragraph of Section 26-1.04 of the Standard Specifications shall be replaced with:

If AB is paid for by weight, and if the Engineer deems necessary to determine water weight, the Engineer may adjust the weight in the weighmaster certificate of the delivered AB by deducting the water weight over one percent plus the optimum moisture content. The Engineer determines the AB water content under California Test 226 and AB optimum moisture content under California Test 216. The Engineer does not pay for the deducted water weight.

END OF SECTION

SECTION 37 BITUMINOUS SEALS

Refer to Section 37, "Bituminous Seals" of the Standard Specifications.

END OF SECTION

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 must be **Type A**, ¾" Aggregate Gradation, **PG 64-10** asphalt binder, and applied using the **Method** construction process.

Tack Coat shall be SS1/SS1h.

Total lift thickness shall be 0.25', with the first lift being placed 0.12' thick.

39.A GENERAL

Refer to Section 39-1.01, "General" of the Standard Specifications.

39.A-1 GENERAL

Add to section 39-1.01B:

processed RAP: RAP that has been fractionated.

substitution rate: Amount of RAP aggregate substituted for virgin aggregate in percent.

binder replacement: Amount of RAP binder in OBC in percent.

surface course : Upper 0.2 feet of HMA exclusive of OGFC.

39.A-2 MATERIALS

39.A-2.a 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.A-2.b RECLAIMED ASPHALT PAVEMENT

Refer to Section 39-1.02F, "Reclaimed Asphalt Pavement" of the Standard Specifications.

Replace the paragraphs in section 39-1.02F with:

39-1.02F(1) General

You may produce the specified HMA using RAP. HMA produced using RAP must comply with the specifications for HMA, except aggregate quality specifications do not apply to RAP. You may substitute RAP at a substitution rate not exceeding 25 percent of the aggregate blend. Do not use RAP in OGFC and RHMA-G.

Assign the substitution rate of RAP aggregate for virgin aggregate with the JMF submittal. The JMF must include the percent of RAP used.

Provide enough space for meeting RAP handling requirements at your facility. Provide a clean, graded, well-drained area for stockpiles. Prevent material contamination and segregation.

If RAP is from multiple sources, blend the RAP thoroughly and completely. RAP stockpiles must be homogeneous.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

AASHTO T 324 (Modified) is AASHTO T 324, "Hamburg Wheel-Track Testing of Compacted Hot Mix Asphalt (HMA)," with the following parameters:

1. Target air voids must equal 7 ± 1 percent
2. Specimen height must be $60 \text{ mm} \pm 1 \text{ mm}$
3. Number of test specimens must be 4
4. Test specimen must be a 150mm gyratory compacted specimen
5. Test temperature must be set at:

- 5.1. 122 ± 2 degrees F for PG 58
- 5.2. 131 ± 2 degrees F for PG 64
- 5.3. 140 ± 2 degrees F for PG 70 and above
- 6. Measurements for impression must be taken at every 100 passes
- 7. Inflection point defined as the number of wheel passes at the intersection of the creep slope and the stripping slope
- 8. Testing shut off must be set at 25,000 passes

39-1.02F(2) Substitution Rate of 15 Percent or Less

For a RAP substitution rate of 15 percent or less, you may stockpile RAP during the entire project.

39-1.02F(3) Substitution Rate Greater than 15 Percent

For a RAP substitution rate greater than 15 percent, fractionate RAP into 2 sizes, a coarse fraction RAP retained on 3/8-inch screen and a fine fraction RAP passing 3/8-inch screen.

Sample and test processed RAP at a minimum frequency of 1 sample per 1000 tons with a minimum of 6 samples for each processed RAP stockpile. If a processed RAP stockpile is augmented, sample and test processed RAP quality characteristics at a minimum frequency of 1 sample per 500 tons of augmented RAP.

When tested under California Test 202 with a total mechanical shaking time of 10 minutes ±15 seconds, the processed RAP must meet the grading requirements shown in the following table:

**Processed RAP Gradation
(Percentage Passing)**

Sieve sizes	TV limits	Allowable tolerance
1/2"	100	--
3/8"	97	TV + 3

The processed RAP asphalt binder content must be within ± 2.0 percent of the average processed RAP stockpile asphalt binder content when tested under ASTM D 2172, Method B. If a new processed RAP stockpile is required, the average binder content of the new processed RAP stockpile must be within ± 2.0 percent of the average binder content of the original processed RAP stockpile.

The maximum specific gravity for processed RAP must be within ± 0.06 when tested under California Test 309 of the average maximum specific gravity reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form..

39.A-3 HOT MIX ASPHALT MIX DESIGN

39.A-3.a GENERAL

Refer to Section 39-1.03A, “General” of the Standard Specifications.

Replace items 7 and 8 in the 5th paragraph of section 39-1.03A with:

- 7. Substitution rate by more than 5 percent if your assigned RAP substitution rate is 15 percent or less
- 8. Substitution rate by more than 3 percent if your assigned RAP substitution rate is greater than 15 percent
- 9. Average binder content by more than 2 percent from the average binder content of the original processed RAP stockpile used in the mix design
- 10. Maximum specific gravity of processed RAP by more than ±0.060 from the average maximum specific gravity of processed RAP reported on page 4 of your Contractor Hot Mix Asphalt Design Data form
- 11. Any material in the JMF

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.)	California Test 367	17.0	17.0	--
No. 4 grading		15.0	15.0	--
3/8" grading		14.0	14.0	18.0–23.0 ^a
1/2" grading		13.0	13.0	18.0–23.0 ^a
Voids filled with asphalt (%)	California Test 367			Note c
No. 4 grading		65.0–75.0	65.0–75.0	
3/8" grading		65.0–75.0	65.0–75.0	
1/2" grading		65.0–75.0	65.0–75.0	
3/4" grading		65.0–75.0	65.0–75.0	
Dust proportion	California Test 367			Note c
No. 4 and 3/8" gradings		0.6–1.2	0.6–1.2	
1/2" and 3/4" gradings		0.6–1.2	0.6–1.2	
Stabilometer value (min.) ^b	California Test 366			--
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

^a Report this value in the JMF submittal.

For RAP substitution rate greater than 15 percent, the mix design must comply with the additional quality characteristics shown in the following table:

Additional HMA Mix Design Requirements for RAP Substitution Rate Greater Than 15 Percent

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth)	AASHTO T 324 (Modified) ^a			--
PG-58		10,000	10,000	
PG-64		15,000	15,000	
PG-70		20,000	20,000	
PG-76 or higher		25,000	25,000	
Hamburg wheel track (inflection point minimum number of passes) ^f	AASHTO T 324 (Modified) ^a			--
PG-58		10,000	10,000	
PG-64		10,000	10,000	
PG-70		12,500	12,500	
PG-76 or higher		15000	15000	
Moisture susceptibility (minimum dry strength, psi)	California Test 371 ^a	120	120	--
Moisture susceptibility (tensile strength ration, %)	California Test 371 ^a	70	70	--

^aTest plant produced HMA.

For HMA with RAP, the maximum binder replacement must be 25.0 percent of OBC for surface course and 40.0 percent of OBC for lower courses.

For HMA with a binder replacement less than or equal to 25 percent of OBC, you may request that the PG asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

For HMA with a binder replacement greater than 25 percent but less than or equal to 40 percent of OBC, you must use a PG asphalt binder grade with upper and lower temperature classifications reduced by 6 degrees C from the specified grade.

39.A-3.b 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:

3. JMF renewal on a Caltrans Job Mix Formula Renewal form, if applicable

Add after the last paragraph of section 39-1.03C:

For RAP substitution rate greater than 15 percent, submit with the JMF submittal:

1. California Test 371 tensile strength ratio and minimum dry strength test results
2. AASHTO T 324 (Modified) test results

For RAP substitution rate greater than 15 percent, submit California Test 371 and AASHTO T 324 (Modified) test results to the Engineer.

39.A-3.c 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

BC_{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 ± 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

Replace the 16th paragraph of section 39-1.03E with:

Except for RAP substitution rate greater than 15 percent, for any HMA produced under the QC/QA process the Department does not use California Test 371 test results for verification.

39.A-3.d 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.A-3.e 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 ± 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.A-4 CONTRACTOR QUALITY CONTROL

39.A-4.a 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:

39.A-4.b RECLAIMED ASPHALT PAVEMENT

Refer to Section 39-1.04E, "Reclaimed Asphalt Pavement" of the Standard Specifications.

Replace "batch" in the 2nd sentence in the 2nd paragraph of section 39-1.04C with:

lot. Each asphalt binder lot consist of 1 or multiple batches of combined asphalt binder, asphalt modifier, and CRM proportioned under section 39-1.02D.

Replace the 2nd paragraph of section 39-1.04E with:

For RAP substitution rate of 15 percent or less, sample RAP once daily.

For RAP substitution rate of greater than 15percent, sample processed RAP twice daily.

Perform QC testing for processed RAP aggregate gradation under California Test 367, appendix B, and submit the results with the combined aggregate gradation.

39.A-5 DISPUTE RESOLUTION

Refer to Section 39-1.06, "Dispute Resolution" of the Standard Specifications.

Replace "5 days" in the 1st paragraph of section 39-1.06 with:

5 business days

39.A-6 PRODUCTION

39.A-6.a 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.

For RAP substitution rate of 15 percent or less, you may adjust the RAP by -5 percent.

For RAP substitution greater than 15, you may adjust the RAP by -3 percent.

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.A-6.b 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.

Add to the beginning of section 39-1.08C:

Asphalt rubber binder blending plants must have current qualification under the Department's Material Plant Quality Program.

39.A-7 TRANSPORTING, SPREADING, AND COMPACTING

Refer to Section 39-1.11, "Transporting, Spreading, and Compacting" of the Standard Specifications.

Replace section 39-1.11 with:

39-1.11 CONSTRUCTION

39-1.11A General

Do not place HMA on wet pavement or a frozen surface.

You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

39-1.11B Longitudinal Joints

39-1.11B(1) General

Longitudinal joints in the top layer must match specified lane edges. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the specified lane edges. You may request other longitudinal joint placement patterns.

A vertical longitudinal joint of more than 0.15 ft is not allowed at any time between adjacent lanes open to traffic.

For HMA thickness of 0.15 ft or less, the distance between the ends of the adjacent surfaced lanes at the end of each day's work must not be greater than can be completed in the following day of normal paving.

For HMA thickness greater than 0.15 ft, you must place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

39-1.11B(2) Tapered Notched Wedge

For divided highways with an HMA lift thickness greater than 0.15 foot, you may construct a 1-foot wide tapered notched wedge joint as a longitudinal joint between adjacent lanes open to traffic. A vertical notch of 0.75 inch maximum must be placed at the top and bottom of the tapered wedge.

The tapered notched wedge must retain its shape while exposed to traffic. Pave the adjacent lane within 1 day.

Construct the tapered portion of the tapered notched wedge with an authorized strike-off device. The strike-off device must provide a uniform slope and must not restrict the main screed of the paver.

You may use a device attached to the screed to construct longitudinal joints that will form a tapered notched wedge in a single pass. The tapered notched wedge must be compacted to a minimum of 91 percent compaction.

Perform QC testing on the completed tapered notch wedge joint as follows:

1. Perform field compaction tests at the rate of 1 test for each 750-foot section along the joint. Select random locations for testing within each 750-foot section.

2. Perform field compaction tests at the centerline of the joint, 6 inches from the upper vertical notch, after the adjacent lane is placed and before opening the pavement to traffic.
3. Determine maximum density test results.
4. Determine percent compaction of the longitudinal joint as the ratio of the average of the field compaction values and the maximum density test results.

For HMA under QC/QA construction process, the additional quality control compaction results associated with the tapered notch wedge will not be included in the computation of any quality factor and process control.

For acceptance of the completed tapered notch wedge joint, take two 4- or 6-inch diameter cores 6 inches from the upper vertical notch of the completed longitudinal joint for every 3,000 feet at locations designated by the Engineer. Take cores after the adjacent lane is placed and before opening the pavement to traffic. Cores must be taken in the presence of the Engineer and must be marked to identify the test sites. Submit the cores. One core will be used for determination of the field density and 1 core will be used for dispute resolution. The Engineer determines:

1. Field compaction by measuring the bulk specific gravity of the cores under California Test 308, Method A
2. Percent compaction as the ratio of the average of the bulk specific gravity of the core for each day's production to the maximum density test value

For HMA under QC/QA construction process, the additional quality assurance testing by the Engineer to determine field compaction associated with the tapered notch wedge will not be included in the Engineer's verification testing and in the computation of any quality factor and process control.

Determine percent compaction values each day the joint is completed and submit values within 24 hours of testing. If the percent compaction of 1 day's production is less than 91 percent, that day's notched wedge joint is rejected. Discontinue placement of the tapered notched wedge and notify the Engineer of changes you will make to your construction process in order to meet the specifications.

For HMA under QC/QA construction process, quantities of HMA placed in the completed longitudinal joint will have a quality factor QFQC5 of 1.0.

39-1.11C Widening Existing Pavement

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing HMA over the existing pavement.

39-1.11D Shoulders, Medians, and Other Road Connections

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer.

Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

39-1.11E Leveling

If leveling with HMA is specified, fill and level irregularities and ruts with HMA before spreading HMA over the base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not paid for as HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material.

39-1.11F Compaction

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 200 degrees F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Do not use a pneumatic-tired roller to compact RHMA-G.

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.

Spread and compact HMA under sections 39-3.03 and 39-3.04 if any of the following applies:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
 - 3.1. Asphalt concrete surfacing replacement areas
 - 3.2. Leveling courses
 - 3.3. Areas for which the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

If you request and if authorized, you may cool HMA Type A and Type B with water when rolling activities are complete. Apply water under section 17-3.

Spread sand at a rate from 1 to 2 lb/sq yd on new RHMA-G, RHMA-O, and RHMA-O-HB pavement when finish rolling is complete. Sand must be free of clay or organic matter. Sand must comply with section 90-1.02C(4)(c). Keep traffic off the pavement until spreading sand is complete.

Place shoulder conform tapers concurrently with the adjacent lane's paving.

Place additional HMA along the pavement's edge to conform to road connections and driveways. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

Place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

Add following to section 39-1.11

If you perform half-width paving, at the end of each day's work the distance between the ends of the adjacent surfaced lanes must not be greater than can be completed in the following day of normal paving.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to traffic or within lanes open to traffic.

39.A-8 SMOOTHNESS

Refer to Section 39-1.12, "Smoothness" of the Standard Specifications.

Replace the 5th and 6th paragraphs of section 39-1.12C with:

On tangents and horizontal curves with a centerline radius of curvature 2,000 feet or more, the PI0 must be at most 2.5 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature between 1,000 feet and 2,000 feet including pavement within the superelevation transitions, the PI0 must be at most 5 inches per 0.1-mile section.

Conduct Profilograph measurements in the presence of the Engineer. Failure to have the Engineer present during the Profilograph may constitute re-profiling the roadway. Contractor shall mark or identify the location of must-grinds in the presence of the Engineer.

Profilograph stationing shall follow project stationing. Submitted profilograph data not following project stationing must be re-profilographed.

39.A-9 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.B METHOD CONSTRUCTION PROCESS

39.B-1 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:

HMA Acceptance—Method Construction Process

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation ^a	California Test 202	JMF ± tolerance ^b	JMF ± tolerance ^b	JMF ± tolerance ^b	JMF ± tolerance ^b
Sand equivalent (min) ^c	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) ^c No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30 37	30 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 75 70	25 -- 20	-- 90 70	90 75 90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12 45	-- 50	12 40	12 40
Air void content (%) ^{c, d}	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) ^e	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 (%) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) ^f No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0	-- --
Dust proportion ^f No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2 0.6–1.2	0.6–1.2 0.6–1.2	Report only	--
Hamburg wheel track (minimum number of passes at 0.5 inch average rut depth) ^g PG-58 PG-64 PG-70 PG-76 or higher	AASHTO T 324 (Modified)	10,000 15,000 20,000 25,000	10,000 15,000 20,000 25,000	--	--
Hamburg wheel track (inflection point minimum number of passes) ^g PG-58	AASHTO T 324 (Modified)	10,000	10,000	--	--

PG-64 PG-70 PG-76 or higher		10,000 12,500 15000	10,000 12,500 15000		
Moisture susceptibility (minimum dry strength, psi) ^g	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) ^g	California Test 371	70	70	--	--
Smoothness	Section 39- 1.12	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind	12-foot straight- edge and must-grind	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

^aThe Engineer determines combined aggregate gradations containing RAP under California Test 367.

^bThe tolerances must comply with the allowable tolerances in section 39-1.02E.

^cThe Engineer reports the average of 3 tests from a single split sample.

^dThe 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.

^eThe 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.

^fReport only.

^gApplies to RAP substitution rate greater than 15 percent.

Replace "280 degrees F" in item 2 in the list in the 6th paragraph of section 39-3.04 with:

285 degrees F

END OF SECTION

SECTION 56 SIGNS

Refer to Section 56, "Signs" of the Standard Specifications and the provisions within this section. Provide and install roadside signs as shown.

56.A MATERIALS

56.A-1 SIGN PANEL

Sign panels shall be Type XI (diamond grade cubed) material with 3M #1160 anti-graffiti film or approved equal, and of the standard size signs.

All yellow and orange signs shall be fluorescent in color. All stop signs shall be a minimum of 30 inches.

Panels shall be fastened using galvanized steel rivets.

56.A-2 METAL POSTS

Metal sign posts shall be 2" square galvanized, perforated (telespar) tubular steel, with 12 gauge wall thickness. Post shall include an anchor and a sleeve assembly for a total of 3 pieces. The installation shall include an anchor and sleeve assembly system consisting of two pieces, heavy-duty, tubular, square sleeve with 12 gauge wall thickness. The sleeve must fit tightly over the anchor and post. Anchor segments must be 30" in length +/- 3". Sleeves must be 18" in length minimum.

Sign posts shall be properly installed in the ground using the manufacture's recommended method and as shown. The depth and length of post and anchor assembly shall be as shown on the plans. The line between the center of the top of a post and the center of a post at the ground line shall be plumb within a tolerance of 0.2 foot in 10 feet. Sign posts shall

be secured to anchor assemblies using a minimum of two (2) 3/8" steel drive, rivets. No concrete shall be used in setting anchor sections or sign post.

Any post damaged during installation shall be replaced at the Contractor's expense.

All posts and hardware shall be furnished new.

END OF SECTION

SECTION 61 ALTERNATIVE CULVERTS

Alternative pipe culverts must comply with Section 62, "Alternative Culverts," of the Standard Specifications.

Concrete backfill for alternative culverts shall be constructed in conformance with the provisions in Section 66-1.045, "Concrete Backfill," of the Standard Specifications and will be measured and paid for in conformance with the provisions in Section 66-4, "Measurement and Payment," of the Standard Specifications and the following:

A. The quantity of concrete backfill to be paid for, regardless of the kind of culvert and wall thickness of the culvert installed, will be based on the dimensions shown on the plans and the installation of corrugated steel pipe.

SECTION 65 CONCRETE PIPE

Refer to Section 65, "Concrete Pipe" of the Standard Specifications and the provisions in this section.

65.A CIRCULAR REINFORCED CONCRETE PIPE

Concrete pipe must be reinforced Class III or greater. Sizes of pipe are shown.

END OF SECTION

SECTION 66 CORRUGATED METAL PIPE

Refer to Section 66, "Corrugated Metal Pipe" of the Standard Specifications and the provisions in this section.

END OF SECTION

SECTION 70 MISCELLANEOUS DRAINAGE FACILITIES

Refer to Section 70 "Miscellaneous Drainage Facilities" of the Standard Specifications.

END OF SECTION

SECTION 72 CONCRETE CURBS AND SIDEWALKS

Minor concrete (miscellaneous construction) and minor concrete (textured paving) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications and these special provisions.

Curb ramp detectable warning surface shall consist of raised truncated domes constructed or installed on curb ramps in conformance with the details shown on the plans and these special provisions. At the option of the Contractor, the detectable warning surface shall be prefabricated, cast-in-place, or stamped into the surface of the curb ramp. The color of the detectable warning surface shall be yellow conforming to Federal Standard 595B, Color No. 33538.

Prefabricated detectable warning surface shall be in conformance with the requirements established by the Department of General Services, Division of State Architect and be attached in conformance with the manufacturer's recommendations. Cast-in-place and stamped detectable warning surfaces shall be painted in conformance with the provisions in Section 59-6, "Painting Concrete," of the Standard Specifications.

The finished surfaces of the detectable warning surface shall be free from blemishes.

Prior to constructing the cast-in-place or stamping the detectable warning surface, the Contractor shall demonstrate the ability to produce a detectable warning surface conforming to the details shown on the plans and these special provisions by constructing a 24" x 24" test panel. The manufacturer shall provide a written 5-year warranty for prefabricated detectable warning surfaces, guaranteeing replacement when there is defect in the dome shape, color fastness, sound-on-cane acoustic quality, resilience, or attachment.

The warranty period shall begin upon acceptance of the contract.

Full compensation for constructing or furnishing and installing curb ramp detectable warning surfaces shall be considered as included in the contract price paid per square foot for minor concrete (textured paving) and no separate payment will be made therefor.

Aggregate for minor concrete (textured paving) shall conform to the grading specified for fine aggregate in Section 90-3.03, "Fine Aggregate Grading," of the Standard Specifications. Aggregate for grout shall conform to the following grading:

Sieve Sizes	Percentage Passing
No. 4	100
No. 8 90 -	100
No. 16 60 -	100
No. 30 35 -	70
No. 50 15 -	35
No. 100 2 -	15

Samples of the colors specified for textured paving are to match the materials used on State Route 99E 02-4C5804sp (recent project within Los Molinos) Portland cement concrete closely conforming to the colors specified for textured paving are available through commercial concrete sources.

A 3 foot x 3 foot sample of each type and color of the textured paving, to demonstrate the textured paving, including color hardener, curing and finishing compounds, for both grouted and ungrouted finishes, shall be submitted to the Engineer for written approval.

Textured paving shall not be placed on the project prior to approval by the Engineer of the samples prepared and submitted by the Contractor. In the event more than one sample of each type and color of textured paving to be placed is required by the Engineer, each additional sample will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Welded wire fabric, of the size and type shown on the plans and conforming to the provisions in Section 52, "Reinforcement," of the Standard Specifications, shall be placed in the textured paving areas as shown on the plans. Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications.

The respective pattern types and colors of concrete for textured paving shall be placed at the locations shown on the plans, struck off and compacted until a layer of mortar is brought to the surface. The concrete shall be screeded to the required grade and cross section and floated to a uniform surface. Floor color hardener shall be applied to the plastic surface of the concrete by the "dry-shake" method using a minimum of 60 pounds of hardener per 100 square feet at sidewalk locations and per manufacturer's recommendations for heavy use areas at crosswalk locations. Hardener shall be applied in 2 applications, shall be wood-floated after each application, and shall be trowelled only after the final floating. The resultant color of the floor hardener shall closely conform to the colors specified on the plans for the respective areas and these special provisions.

The color for the minor concrete (textured paving) for crosswalks shall closely conform to Federal Standard 595B #31136 (Brick Red). Coloring shall be chemically inert, fade resistant mineral oxide or synthetic type. Textured paving concrete shall employ an antiquing release agent with the color conforming to Federal Standard 595B # 36231 (Slate Gray) The color for the minor concrete (textured paving) for sidewalks shall closely conform to Federal Standard 595B #30111

(Dark Brown). Coloring shall be chemically inert, fade resistant mineral oxide or synthetic type. Textured paving concrete antiquing release agent shall have a color conforming to Federal Standard 595B # 36231 (Slate Gray).

The forming tools for the textured paving shall be applied to form the patterned surfaces while the concrete is still in the plastic stage of set. Textured paving areas shall be cured by the curing compound method. The curing compound shall be curing compound (6) conforming to the provisions in Section 90-7.01B, "Curing Compound Method," of the Standard Specifications.

Curb ramps in sidewalk areas shall receive the standard (broom) finish texture. Curb ramps shall receive color as described above under textured paving-sidewalk and as shown on the plans.

For payment purposes, the area in square feet of minor concrete (textured paving) will be determined from horizontal measurements of the finished textured paving.

The contract price paid per square foot for minor concrete (textured paving) shall include full compensation for furnishing all labor, materials (including welded wire fabric, where required, and aggregate base), tools, equipment, and incidentals, and for doing all the work involved in constructing textured paving, including grouted areas, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

END OF SECTION

SECTION 80 FENCES

Refer to Section 80, "Fences" of the Standard Specifications and the following provisions.

Chain link slats must comply with Section 80-3.02E.

END OF SECTION

SECTION 82 MARKERS AND DELINEATORS

Refer to Section 82, "Markers and Delineators" of the Standard Specifications.

END OF SECTION

SECTION 84 TRAFFIC STRIPES AND PAVEMENT MARKINGS

Refer to Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications and the provisions within this section.

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 6: Thermoplastic Thickness and Application Rate

MINIMUM STRIPE THICKNESS (INCH)	MINIMUM MARKING THICKNESS (INCH)
0.100	0.120

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 m² lx⁻¹. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m² 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.

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.A PAYMENT

Refer to Section 84-2.04, "Payment" of the Standard Specifications.

Replace the 1st paragraph in Section 84-2.04 with:

A double extruded thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as two (2) traffic stripes.

A double sprayable thermoplastic traffic stripe consisting of two 4-inch wide yellow stripes is measured as 1 traffic stripe.

END OF SECTION

SECTION 86 ELECTRICAL SYSTEMS

The Add Alternative item “LED Lighting” includes solar sidewalk lighting equivalent to Firstlight IPL-PTM-SV-T2-30K-04 (series IPL, Post Top Mount, Silver, T2 Distribution, 30K LED Color, Dark+5 hours) placed on a 12-ft post.

SECTION 88 GEOSYNTHETICS

Refer to Section 88, “Geosynthetics” of the Standard Specifications.

88.A GENERAL

Add to section 88-1.01C:

Geosynthetics must be on the DataMine list for geotextiles and geosynthetics at the National Transportation Product Evaluation Program Web site. The product name, manufacturing source, and date of manufacture must be printed every 5 meters along the edge of the material.

Exceptions are:

1. Paving mat
2. Paving grid, Class 2 and 3
3. Biaxial geogrid

Geosynthetic paving fabric interlayer shall comply with Section 88-1.02J. Refer to Section 39 of these Special Provisions for more information.

88.B SILT FENCE FABRIC

Refer to Section 88-1.02E, “Silt Fence Fabric” of the Standard Specifications.

Replace the value for permittivity of woven fabric in the table in the 1st paragraph of section 88-1.02E with:

0.05

Replace the value for apparent size opening of nonwoven fabric in the table in the 1st paragraph of section 88-1.02E with:

0.012

END OF SECTION

SECTION 92 ASPHALTS

Refer to Section 92, “Asphalts” of the Standard Specifications.

Replace "Reserved" in section 92-1.01B with:

modified asphalt binder: Asphalt binder modified with polymers, crumb rubber, or both.

Replace the row for dynamic shear for original binder in the table in the 1st paragraph of section 92-1.02B with:

DYNAMIC SHEAR, Test temperature at 10 rad/s, °C min $G^*/\sin(\delta)$, kPa max $G^*/\sin(\delta)$, kPa	T 315	58	64	64	64	70
		1.00	1.00	1.00	1.00	1.00
		2.00	2.00	2.00	2.00	2.00

Replaced 2nd paragraph of section 92-1.02B with:

PG modified asphalt binder must comply with the requirements shown in the following table:

PG Modified Asphalt Binder				
Property	AASHTO Test Method	Grade		
		PG 58-34 M	PG 64-28 M	PG 76-22 M
Original Binder				
Flash point, min °C	T 48	230	230	230
Solubility, min %	T 44 ^a	97.5	97.5	97.5 ^b
Viscosity at 135 °C ^c , max, Pa·s	T 316	3.0	3.0	3.0
Dynamic shear, Test temperature at 10 rad/s, °C min G*/sin(delta), kPa	T 315	58 1.00	64 1.00	76 1.00
RTFO test ^d , Mass loss, max, %	T 240	1.00	1.00	1.00
RTFO Test Aged Binder				
Dynamic shear, Test temperature at 10 rad/s, °C min G*/sin(delta), kPa	T 315	58 2.20	64 2.20	76 2.20
Dynamic shear, Test temperature at 10 rad/s, °C max (delta), degree	T 315	80°	80°	80°
Elastic recovery ^f , Test temperature °C min recovery, %	T 301	25 75	25 75	25 65
PAV ^g , temperature, °C	R 28	100	100	110
RTFO Test and PAV Aged Binder				
Dynamic shear, Test temperature at 10 rad/s, °C max G*/sin(delta), kPa	T 315	16 5000	22 5000	31 5000
Creep stiffness, Test temperature, °C max S-value, MPa min M-value	T 313	-24 300 0.300	-18 300 0.300	-12 300 0.300

Do not
PG
modified
binder

modify
asphalt
using

^aThe Department allows ASTM D 5546 or ASTM D 7753 instead of AASHTO T 44. Particles recovered from ASTM D 5546 or ASTM D 7753 or AASHTO T 44 must be less than 250 µm.

^bReport only for spray application.

^cThe Engineer waives this specification if the supplier provides written certification the asphalt can be adequately pumped and mixed at temperatures meeting applicable safety standards.

^d"RTFO Test" means the asphaltic residue obtained using the Rolling Thin Film Oven Test, AASHTO Test Method T 240 or ASTM D 2872. The residue from mass change determination may be used for other tests.

^eTest temperature is the temperature at which G*/sin(delta) is 2.2 kPa. A graph of log G*/sin(delta) plotted against temperature may be used to determine the test temperature when G*/sin(delta) is 2.2 kPa. A graph of (delta) versus temperature may be used to determine delta at the temperature when G*/sin(delta) is 2.2 kPa. The graph must have at least two points that envelope G*/sin(delta) of 2.2 kPa and the test temperature must not be more than 6 degree C apart. The Engineer also accepts direct measurement of (delta) at the temperature when G*/sin(delta) is 2.2 kPa.

^fTests without a force ductility clamp may be performed.

^g"PAV" means "Pressure Aging Vessel."

polyphosphoric acid.

Crumb rubber must be from automobile and truck tires and must be free from contaminants including fabric, metal, minerals, and other nonrubber substances.

PG modified asphalt binder modified with crumb rubber must be homogeneous and must not contain visible particles of crumb rubber.

The supplier of PG modified asphalt binder modified with crumb rubber must:

1. Report the amount of crumb rubber by weight of asphalt binder
2. Certify a minimum of 10 percent of crumb rubber by weight of asphalt binder

END OF SECTION

SECTION 93 LIQUID ASPHALTS

Refer to Section 93, "Liquid Asphalts" of the Standard Specifications.

Replace "Celsius" the 1st row in the table in the 8th paragraph of section 93-1.04 with:

Fahrenheit

END OF SECTION

SECTION 94 ASPHALTIC EMULSIONS

Refer to Section 94, "Asphaltic Emulsions" of the Standard Specifications.

END OF SECTION

END OF SPECIAL PROVISIONS

(Because some colored inks will not reproduce in copy machines, please use **black ink** to complete this Bid.)

(DO NOT DETACH)

BID TO THE COUNTY OF TEHAMA

DEPARTMENT OF PUBLIC WORKS

COUNTY PROJECT NUMBER: 94004

NAME OF BIDDER

BUSINESS P.O. BOX

CITY, STATE, ZIP

BUSINESS STREET ADDRESS

(Please include even if P.O. Box used)

CITY, STATE, ZIP

TELEPHONE NO: **AREA CODE ()**

FAX NO: **AREA CODE ()**

CONTRACTOR LICENSE NO.

The work for which this Bid is submitted is for construction in accordance with the Special Provisions (including the payment of 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 6/3/2016 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, PROPOSAL, AND CONTRACT**

FOR CONSTRUCTION ON:

GRANT STREET DRAINAGE

LOS MOLINOS, TEHAMA COUNTY, CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942

COUNTY PROJECT NUMBER: 94004

The project plans for the work to be done were approved 6/28/2016 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR**

GRANT STREET DRAINAGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942

COUNTY PROJECT NUMBER: **94004**

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 Alternative "1" will be compared. This process will continue by adding Alternatives in the following order until the specified Funding Amount is utilized to the maximum extent:

- Alternatives "1" through "3" 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 Alternatives within the specified amount of funding.

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. Bid Bonding is not required for the amounts bid for the various 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:

BID ITEM LIST

Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Amount
1	Mobilization	LS	1		
2	Traffic Control	LS	1		
3	Water Pollution Control Plan	LS	1		
4	Construction Site Management	LS	1		
5	Temporary Construction Entrance BMP	EA	3		
6	Temporary Check Dam BMP	LF	200		
7	Temporary Gravel Bag Berm	LF	150		
8	Temporary Fiber Roll BMP	LF	500		
9	Clearing, Grubbing	LS	1		
10	Remove Culvert	EA	2		
11	Remove Asphalt	SY	2080		
12	Cold Plane AC Pavement	SY	2610		
13	Roadway Excavation	CY	2905		
14	Structure Excavation (ACP & MH)	CY	4688		
15	Storm Pipe 12" HDPE	LF	378		
16	Storm Pipe 12" CMP Slotted	LF	70		
17	Storm Pipe 12" CMP	LF	83		
18	Storm Pipe 24" HDPE	LF	343		
19	Storm Pipe 36" HDPE	LF	1195		
20	Storm Pipe 16" HDPE	LF	91		

21	Storm Manhole Junction Box	EA	8		
22	Storm Inlet	EA	15		
23	AC Dike	LF	50		
24	Aggregate Base-Class 2	TON	2908		
25	Hot Mix Asphalt-Type A, 1/2" Method	TON	1338		
26	Double Chipseal	CY	0		
27	Minor Concrete 4' Valley Gutter	CY	6		
28	Minor Concrete 6" Vert Curb&Gutter	CY	63		
31	Minor Concrete Sidewalk 5' x 4"	CY	6		
33	Water Valve Box	EA	16		
34	Water- Relocate Hydrant	EA	1		
35	Install Decorative Fence	LF	300		
36	Install Roadside Signs	EA	26		
37	Thermoplastic Pavement Stripe	EA	4715		
38	Thermoplastic Pavement Reflectors	EA	0		
39	Thermoplastic Pavement Markings (yellow)	SF	63		
40	Thermoplastic Pavement Markings (white)	SF	603		
		TOTAL BASE BID =			

ALTERNATIVE 1					
Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Amount
41	Grant St Minor Concrete Sidewalk Stamped	CY	20		
		TOTAL BASE BID + ALTERNATIVE 1 =			

ALTERNATIVE 2					
Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Amount
42	Solar Sidewalk Lighting	CY	4		
		TOTAL BASE BID + ALTERNATIVE 2 =			

ALTERNATIVE 3					
Item No.	Item Description	Unit Meas.	Quantity	Unit Price	Amount
43	Sherwood BLVD Minor Concrete Sidewalk	CY	56		
		TOTAL BASE BID + ALTERNATIVE 3 =			

TOTAL BASE BID: _____

TOTAL BASE BID + ALTERNATIVE 1: _____

TOTAL BASE BID + ALTERNATIVE 2: _____

TOTAL BASE BID + ALTERNATIVE 3: _____

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TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

Maintain Records and Submit Reports Documenting You Performance Under This Section
CDBG REQUIRED LANGUAGE AND PROVISIONS (INCLUDING LABOR STANDARDS)

Non-Discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Anti-Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

Contractor certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person 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 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Conflict of Interest

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

- A. Current State Employees (Public Contracts Code section 10410):
 - 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - 2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.
- B. Former State Employees (Public Contracts Code section 10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

C. If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Public Contracts Code section 10420).

D. Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Public Contracts Code section 10430(e)).

Conflict of Interest of Members, Officers, or Employees of Contractors, Member of Local Governing Body, or other Public Officials

No member, officer, or employee of the Contractor, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for grant activities to be performed in connection with the program assisted under this agreement. The Contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

Insurance

The Contractor shall have and maintain in full force and effect during the term of this agreement such forms of insurance, at such levels, as may be determined by the City/County and the State to be necessary for specific components of the grant activity, including, but not limited to, worker's compensation insurance, unemployment insurance, disability insurance and liability insurance.

Drug-Free Workplace Requirements

Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and shall provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available counseling, rehabilitation and employee assistance programs; (4) penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed contract will: (1) receive a copy of the Contractor's drug-free workplace policy statement; and (2) agree to abide by the terms of the Contractor's statement as a condition of employment under this agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future contracts if it is determined that

any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Government Code section 8350 et seq.)

Child Support Compliance Act

For all contracts in excess of \$100,000, by executing this agreement, Contractor acknowledges and agrees to the following:

- A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Contractor, to the best of his/her knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Clean Air and Water Act. Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 1875 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, sub- contracts, and sub-grants of amounts in excess of \$100,000).

Energy Policy and Conservation Act. Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871)

Copeland Anti-Kickback Act (41 U.S.C 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

Retention and Inspection of Records

Contractor agrees that the Department of Housing and Community Development or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide HCD or its delegate with any relevant information requested and shall permit HCD or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with PCC § 10115 et seq., GC § 8546.7 and 2 CCR § 1896.60 et seq. Contractor further agrees to maintain such records for a period of four (4) years after final payment under this contract.

Contractor shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

Subcontractors

- A. The Contractor shall not enter into any agreement, written or oral, with any subcontractor without the prior determination by the City/County of the subcontractor's eligibility. A subcontractor is not eligible to receive grant funds if the subcontractor is not licensed in good standing in California, or is listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Contractors.
- B. The agreement between the Contractor and any subcontractor shall require the subcontractor to:
 - 1) Perform the grant activity in accordance with Federal, State and local housing and building codes as are applicable.
 - 2) Comply with the applicable State and Federal requirements pertaining to labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-

Free Workplace.

- 3) Maintain at least the minimum State-required Worker's Compensation Insurance for those employees who will perform the grant activity or any part of it.
- 4) Maintain, if so required by law, unemployment insurance, disability insurance and liability insurance in an amount to be determined by the State which is reasonable to compensate any person, firm, or corporation who may be injured or damaged by the contractor or any subcontractor in performing the grant activity or any part of it.
- 5) Retain all books, records, accounts, documentation, and all other materials relevant to this agreement for a period of four (4) years from the date of termination of this agreement, or four (4) years from the conclusion or resolution of any and all audits or litigation relevant to this agreement and any amendments, whichever is later.
- 6) Permit the State, Federal government, the Bureau of State Audits, the Department of Housing and Community Development and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation, and all other materials relevant to the agreement for the purpose of monitoring, auditing, or otherwise examining said materials.

Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers, employees or agents of the City/County/State.

The City/County/State will monitor for conformity with the State contract.

Date

Contractor/Subcontractor:

Signature

Name and Title

EQUAL OPPORTUNITY STANDARD CONTRACT LANGUAGE: ALL CONTRACTS AND SUBCONTRACTS

1. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

a) The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c) The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d) The Grantee will include these Section 3 clauses in every contract and subcontract for Work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. State Nondiscrimination Clause:

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the

evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

The Contractor hereby agree to abide by the requirement of executive order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)" and all implement regulations of the Department of Labor."

EQUAL OPPORTUNITY

STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE – CONSTRUCTION OVER \$10,000

A. Equal Opportunity Clause. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)" and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)", and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)", and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)" or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order

11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)", so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)", with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Federal Equal Employment Opportunity Construction Contract Specifications.

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).

- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian subcontinent or the Pacific Islands).
 - (4) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan's goals and timetables.
 4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7.a. through 7.p. of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)", or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
 7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall

implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7.b. above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after-school summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60.3.
 - l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single- user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7.a. through 7.p.). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through 7.p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is under- utilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246 “of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).”
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, “of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)”, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, “of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).”
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area resident (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).
16. By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas,* transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin,

habits, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

EQUAL OPPORTUNITY CLAUSE

a. The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances During the performance of this agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status, or religious preference, under any grant activity funded by this agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

b. Rehabilitation Act of 1973 and the "504 Coordinator"

The Contractor further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR Part 8, including, but not limited to, for Contractors with 15 or more permanent full or part-time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

c. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance

- 1) The grant activity to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Recipients, contractors, and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of section 3 covered assistance to section 3 residents in order of priority provided in 24 CFR 135.34(a)(2).
- 2) The parties to this agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Contractor will include these Section 3 clauses in every contract and subcontract for work in connection with the grant activity and will, at the direction of the State, take appropriate action pursuant to the contract or subcontract upon a finding that the Contractor or any subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this agreement shall be a condition of the Federal financial assistance provided to the grant activity, binding upon the Contractor, its successors, and assigns. Failure to fulfill these requirements shall subject the Contractor and its subcontractors, its successors, and assigns to those sanctions specified by the agreement through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

d. Assurance of Compliance with Requirements Placed on Construction Contracts of \$10,000 or more

The Contractor hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246 "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)"), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Contractor furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION

TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246 “of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)).”

(The following notice shall be included in and shall be a part of all solicitations for offers and bids on all federal and federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Secretary of Labor.)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and women participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered areas are as follows:

TIMETABLES	GOALS FOR WOMEN PARTICIPATION IN EACH TRADE	GOALS FOR MINORITY PARTICIPATION IN
November 3, 1980	6.9%	6.8%

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally-involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and women employment and training must be substantially uniform through the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or women employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, within 10 working days of award of any construction contract or subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the contractor or subcontractor; estimated starting and completion dates of the contract; and the geographical area in which the contract is to be performed.
4. As used in this notice, and in the contract resulting from this solicitation, the "covered area" is **#174 Non-SMSA Tehama County**.

CERTIFICATION OF WBE/MBE

MINORITY/WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

- (a) It is the policy of the City/County to take positive steps to maximize the utilization of minority and women's business enterprises in all contract activity administered by the City/County and State Department of Housing and Community Development CDBG Program.
- (b) The Contractor will utilize his best efforts to carry out this policy in the award of his subcontracts to the fullest extent consistent with the efficient performance of this contract. As used in this contract, the term "minority or women's business enterprise" means a business, at least 50% of which is owned by minority group members or women or, in the case of publicly-owned businesses, at least 51% of the stock is owned by minority group members or women. For the purpose of this definition, minority group members are Black, Hispanics, Asians, Native Americans, Alaskans or Pacific Islanders.
- (c) The Contractor will submit the following statement as part of his/her sealed bid:

I have taken affirmative action to seek out and consider minority and women's business enterprises for the portions of work to be subcontracted. Such actions are fully documented in my records and available upon request. Results are as follows:

Name and address of Minority/Women's Firms Contractor Anticipates Utilizing *	Category of Work to be performed	Dollar value of participation
	Total Subcontract Amount:	

Total Bid\$ _____ Total all Subcontracts \$ _____

 Name – Signature _____
 Date

*Indicate whether business is owned by a minority or a woman. Generate a table on a separate sheet for additional firms.

SECTION 3 CLAUSE

FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS AT OR ABOVE \$100,000

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidence by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Section 3 Numerical Goals/Targets:

- 1) The Target for New Hires & Training Opportunities is 30% of the aggregate # of new hires
- 2) Targets for Contracts with Section 3 Business Concerns is, Construction 10% of the total dollar amount. All Other contracts, 3% of the total dollar amount of all other Section 3 covered contracts.

3) State & Federal Prevailing Wage Information:

Contractor is responsible for ensuring they are paying the correct rate and calculating pre-determined increases for the project. The project requires the higher wage be paid between the Federal and State Wage Rates. A wage rate sheet will be required 10 days after contract award.

Contractor may access state wage rates at the following: <http://www.dir.ca.gov/oprl/PWD/index.htm>

Any wage rates not listed and that will require additional determination must be submitted immediately. Note: no "helpers" are permitted as a wage classification.

SB854 UPDATE TO PROGRAM AS OFF APRIL 1, 2015

Effective as of January 1, 2015, all primary contractors and subcontractors who are listed on a bid proposal for a public works project must be registered with the Department of Industrial Relations. This is in accordance with Labor Code section 1771.1(a). No primary contractor or subcontractor can be awarded a public works contract unless registered with the Department of Industrial Relations (Labor Code section 1725.5). As per Labor Code 1720 § (a)(1), the definition of a public works project is any type of Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or part out of public funds.

Link for registration and additional information is provided below:

<http://www.dir.ca.gov/Public-Works/Contractors.html>

STATE LABOR STANDARDS PROVISIONS

State prevailing wage rates shall apply when the State wage rate is higher than the Federal wage rate. All contractors and subcontractors are subject to the application of Section 1720 *et seq.* of the California Labor Code which details the regulations and procedures governing the payment of State prevailing wages.

All contractors and subcontractors are subject to the provisions of Section 3700 of the California Labor Code which requires that every employer be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code.

All contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810- 1814, employees of contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.

FEDERAL LABOR STANDARDS PROVISIONS

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in his Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 CFFT 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 29 CFR-5.5(a)(1)(iv); 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 Part 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 pay-roll 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 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1 321) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met

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

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

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

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis- Bacon Act contracts.

3. (I) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 I (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 I (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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-WO14-1); a copy is included in this Bid Book.

U.S. Government Printing Office, Washington, DC. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a)(3)(i) and that such information is correct and complete;

(2) 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 29 CFR Part 3;

(3) 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

(c) 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 A.3.(ii)(b) of this section.

(d) 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.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Further- more, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

4. (i) Apprentices and Trainees. Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, 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.

(ii) **Trainees.** 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 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.

(iii) 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, "of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60)", and 29 CFR Part 30.

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 will insert in any sub- contracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses 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 Part 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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (1) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. 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 eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, in the sum of \$1,200 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91 -54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor.

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.

STATE OF CALIFORNIA

**Department of Housing and Community Development
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Program**

BIDDER'S SECTION 3 PROPOSED NEW HIRES

JOB CATEGORY	Total Estimated Positions Needed for the Project	No. of Positions Occupied by Permanent Employees	Number of Positions Not Occupied	NO. OF POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS
Officer/Supervisors				
Professionals				
Technical				
Housing Sales/ Rental Management				
Office/Clerical				
Service Workers				
Others				
TRADE (type):				
Journeyman				
Apprentices				
Trainees				
Others				
TRADE (type):				
Journeyman				
Apprentices				
Trainees				
Others				

Section 3 Resident:

Individual residing in a public housing project or within the non-metropolitan county in which the project is located and whose income does not exceed 80% of the higher of the median, adjusted for family size, for the county of residence.

Company:
Project Name:
Person Completing Form:
Date:

OPT-OUT FORM

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the Payment Adjustments for Price Index Fluctuations portion of the Special Provisions. If you elect to opt out of these provisions, complete this form. *If you do not want to opt-out of these provisions, simply leave this form blank.*

As described in Sections 2-1.33D and 9-1.07A of the Standard Specifications, I opt out of the Payment Adjustments for Price Index Fluctuations as presented in Section 9-1.07 of the Standard Specifications and amended in Section 9.D of the project Bid Book for the:

**GRANT STREET DRAINAGE
TEHAMA COUNTY PROJECT NUMBER: 94004**

Print and sign your Name, fill out the date and firm name below to opt out of payment adjustment for price index fluctuations.

_____	_____	_____
Name- Print	Name- Signature	Date

Firm/ Company Name		

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.

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:

Sign Here



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:**

GRANT STREET DRAINAGE

LOS MOLINOS, TEHAMA COUNTY, CALIFORNIA

FEDERAL PROJECT NUMBER: 13-CDBG-8942

COUNTY PROJECT NUMBER: 94004

for which bids are to be opened at the County Department of Public Works office, in Gerber, California, at **3:00 PM**, (PST) on **August 1, 2016**.

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

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**COUNTY OF TEHAMA
DEPARTMENT OF PUBLIC WORKS**

OWNER-CONTRACTOR AGREEMENT

COUNTY PROJECT NUMBER: 94004

ROAD AGREEMENT #: _____

THIS AGREEMENT, made and concluded, in triplicate, 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 applicable sections of the American Water Works Association (AWWA), Standards 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 AWWA Standards, 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 6/3/2016 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
NOTICE TO BIDDERS, SPECIAL PROVISIONS, AND PROPOSAL,
FOR CONSTRUCTION ON:**

GRANT STREET DRAINAGE

LOS MOLINOS, TEHAMA COUNTY, CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942
COUNTY PROJECT NUMBER: **94004**

The project plans for the work to be done were approved 6/28/2016 and are entitled:

**COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLANS FOR**

GRANT STREET DRAINAGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942
COUNTY PROJECT NUMBER: **94004**

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**

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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:

Tehama County Counsel

Date

On this page

Insert County Counsel

E-Contract Review

Approval as to Form

(in JPG format using “behind text” property’s)

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:**

GRANT STREET DRAINAGE

LOS MOLINOS, TEHAMA COUNTY, CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942

COUNTY PROJECT NUMBER: 94004

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

COUNTY OF TEHAMA, DEPARTMENT OF PUBLIC WORKS

PERFORMANCE BOND

(PERFORMANCE BOND TO ACCOMPANY CONTRACT)

BOND NUMBER: _____

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, PROPOSAL AND CONSTRUCTION PLANS
FOR CONSTRUCTION ON:**

GRANT STREET DRAINAGE

LOS MOLINOS, TEHAMA COUNTY, CALIFORNIA

COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NUMBER: 13-CDBG-8942

COUNTY PROJECT NUMBER: 94004

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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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

WH-347