



County of Yolo

DEPARTMENT OF COMMUNITY SERVICES
PUBLIC WORKS DIVISION

NOTICE TO BIDDERS.

SPECIAL PROVISIONS, PROPOSAL AND CONTRACT

FOR CONSTRUCTION OF

CR 41 BRIDGE REPLACEMENT PROJECT CACHE CREEK BRIDGE 22C-0195 (CR 41 at SR 16)

FEDERAL AID PROJECT
BRLO-5922(077)

COUNTY WORK ORDER NO. 4576

Special Provisions dated: February 24, 2025

For use in connection with federally funded Local Assistance
construction projects administered under the Standard Specifications and Standard Plans
DATED 2024 of the California Department of Transportation, and the Labor Surcharge and
Equipment Rental Rates in effect on the date work is accomplished.

Bids Opening: 2:00 pm. April 25, 2025

CR 41 BRIDGE REPLACEMENT PROJECT

The special provisions contained herein have been prepared by or under the direction of the following Registered Persons.

ROADWAY AND STRUCTURES

REGISTERED CIVIL ENGINEER



PRELIMINARY - NOT FOR CONSTRUCTION

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PRELIMINARY - NOT FOR CONSTRUCTION

**YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
PUBLIC WORKS DIVISION
State of California**

**NOTICE TO BIDDERS
INVITING SEALED BIDS FOR
FEDERAL AID PROJECT NO. BRLO-5922(077)
COUNTY WORK ORDER NO. 4576**

PUBLIC NOTICE IS HEREBY GIVEN THAT: sealed proposals or bids will be received by the Yolo County Department of Community Services, Public Works Division, in Woodland, California for furnishing to said County all labor materials, equipment, transportation and services necessary to perform work identified in the Contract Documents as:

**CR 41 BRIDGE OVER CACHE CREEK REPLACEMENT PROJECT
(RUMSEY BRIDGE)
BRIDGE 22C-0195, Work Order 4576**

Said proposal will be received at the Department of Community Services, Public Works Division, 292 West Beamer Street Woodland, CA 95695, **until 2:00 PM on April 24, 2025**, and promptly thereafter all proposals received will be publicly opened, examined, and read aloud.

General work description, as detailed on the construction plan:

Work includes, but is not limited to constructing a new three-span reinforced concrete flat slab bridge approximately 400 feet long and 28 feet wide, demolition and disposal of the existing reinforced concrete bridge, temporarily diverting Cache Creek, Cast-In-Drilled-Hole concrete piles, imported earth fill for new roadway approaches, bridge railing, furnishing water quality monitoring and qualified biological monitoring services, and installing rock slope protection.

Bidders are advised that, as required by federal law, the County of Yolo is implementing Disadvantaged Business Enterprise requirements. Section 2-1.12, "Disadvantaged Business Enterprises (DBE)," of these Special Provisions cover the DBE requirements. The DBE contract goal is 20% percent.

For the Federal training program, the number of trainees or apprentices is 11.

No pre-bid meeting is scheduled for this project.

This project is subject to the "Buy America" requirements of Title 23 United States Code, Section 313.

At the time this contract is awarded, the Contractor shall possess a Class A license. The Contractor must be properly licensed as a contractor from contract award through contract acceptance in accordance with Public Contract Code §10164.

Bids are required for the entire work described herein. The County reserves the right to reject any or all bids or waive any informality or irregularity in any bid received or in the bidding process. If the County awards the contract, the award is made to the lowest responsible and responsive bidder.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code §12990.

Project plans, Special Provisions and proposal forms, Supplemental Project Information, and addenda for this project can be downloaded at no cost at on Beacon at: <https://www.beaconbid.com/solicitations/yolo-county/open>. It is the bidder's responsibility to register at <https://www.yolocounty.gov/government/general-government-departments/financial-services/procurement/current-advertised-bids> to ensure notification of all addenda. It is the bidder's responsibility to arrange for printing services to obtain copies of the bid documents.

The contract documents may be examined at the office of the County of Yolo Department of Community Services, Public Works Division, and at the following locations:

Construction Bidboard, Inc
McGraw-Hill Construction
Sacramento Builders' Exchange, Sacramento
El Dorado Builders' Exchange, Cameron Park
Marin Builders' Association, San Rafael

Questions must be submitted in writing through <https://www.beaconbid.com/solicitations/yolo-county/open> by 5:00 p.m. on April 16, 2025. Answers will be posted on <https://www.beaconbid.com/solicitations/yolo-county/open> by 5:00 p.m. on April 24, 2025.

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.

The successful bidder shall furnish a payment bond and a performance bond, each in the full amount of the contract price. These bonds shall be executed by a surety specified in California Code of Civil Procedure § 995.310.

The County of Yolo affirms that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are set forth in the General Prevailing Wage Rate Determinations for this project, available for review at the Yolo County Department of Community Services, Public Works Division, 292 West Beamer Street, Woodland, California and available from the California Department of Industrial Relations' internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the General Prevailing Wage Rate Determinations. The bidder who is awarded the contract must post a copy of the prevailing wage rates at the job site. It shall be mandatory upon the successful bidder and its subcontractors to pay the prevailing rates and to comply with the applicable provisions of the California Labor Code and Federal regulations.

At the time this contract is bid, the Contractor and subcontractors must be registered with the Department of Industrial Relations in conformance with Labor Code § 1725.5 and 1771.1 and if awarded a contract, the bidder and its subcontractors must maintain active registration for the duration of the project. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. These rates are available directly from the Department of Labor now known as Wage

Determinations at <https://sam.gov/> and may be examined at the offices described above. Addenda to modify the federal minimum wage rates, if necessary, will be issued to holders of "Notice to Contractors, Special Provisions, Proposal, and Contract" books, as registered at <https://www.beaconbid.com/solicitations/yolo-county/open>.

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

Local Joint Apprenticeship Committee Participation Requirement: The County has adopted a Joint Apprenticeship Committee (JAC) participation requirement for certain public projects estimated to cost more than one-million dollars (\$1,000,000). A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. The County has also adopted a health care expenditure requirement. The County's JAC and health care expenditure requirements are in addition to the apprenticeship and wage requirements of the Prevailing Wage Laws. More information regarding these County requirements are in the Special Provisions of the Contract Documents.

No bid will be received unless it is made on a proposal forms furnished by Yolo County Department of Community Services, Public Works Division. Copies or facsimiles of the bidder's completed and executed proposal forms submitted as a bid will be rejected. Each bid must be accompanied by a certified check, cashier's check, or bidder's bond made payable to Yolo County for an amount equal to at least ten percent (10%) of the amount of bid, such guaranty to be forfeited should the bidder to whom the contract is awarded fail to enter into the contract. If a bond is used, it must be signed by the bidder and by two signatories of an authorized surety company all as provided by law.

Two hundred seventy (270) working days are allowed for completion of the work.

All bids will be compared using the Engineer's Estimate of the quantities of work on the Bid Item List. For the purposes of bonding, the engineer's estimate for the work is in the range of \$9 to \$10 million.

By: _____

Todd N. Riddiough,
Director of Public Works

Date

STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. When applicable, revised standard plans (RSPs) are listed below. .

ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)

PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

A20A	Pavement Markers and Traffic Lines - Typical Details
A20B	Pavement Markers and Traffic Lines - Typical Details
A24D	Pavement Markings - Words
A24G	Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62D	Excavation and Backfill - Concrete Pipe Culverts

OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS AND TRANSITION TO METAL BEAM GUARDRAIL

A77L1	Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
A77M1	Midwest Guardrail System - Standard Hardware
A77N1	Midwest Guardrail System - Wood Post and Wood Block Details
A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details

MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES

A77Q1	Midwest Guardrail System - Typical Layouts for Structure Approach
A77Q4	Midwest Guardrail System - Typical Layouts for Structure Departure

APPROACH GUARDRAIL TRANSITION (TYPE AGT) - AND DEPARTING CONNECTIONS - MIDWEST GUARDRAIL SYSTEM AND THREE BEAM BARRIER (TYPE M) CONNECTION DETAILS TO BRIDGE RAILINGS, ABUTMENTS, AND WALLS

A79A3	Transition Railing (Type AGT) Details
A79B1	Transition Railing (Type AGT) to Bridge Railings without Sidewalks

FENCES

A86	Barbed Wire and Wire Mesh Fences
A86A	Barbed Wire and Wire Mesh Fence Detail on Sharp Break in Grade
A86B	Barbed Wire and Wire Mesh Fence Details
A86C	Barbed Wire and Wire Mesh Fence Details at Ditch Crossing
A86D	Barbed Wire and Wire Mesh Fence - Miscellaneous Details

PIPE COUPLING AND JOINT DETAILS

- D97A Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connections
- D97C Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
- D97D Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
- D97E Corrugated Metal Pipe Coupling Details No. 5 - Standard Joint

LANDSCAPE AND EROSION CONTROL

- H51 Erosion Control Details - Fiber Roll and Compost Sock
 - TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN**
- T1A Temporary Crash Cushion, Sand Filled (Unidirectional)
- T1A1 Temporary Crash Cushion, Sand Filled (Unidirectional)
- T1B Temporary Crash Cushion, Sand Filled (Bidirectional)
- T2 Temporary Crash Cushion, Sand Filled (Shoulder Installations)
- T3A Temporary Railing (Type K)
- T3B Temporary Railing (Type K)
- T3C Temporary Barrier System (Cross Bolt)
- T3D Temporary Barrier System (Cross Bolt)
- T3E Temporary Barrier System (Cross Bolt)
- RSP T3F Temporary Barrier System (Cal F-23)
- RSP T3F2 Temporary Barrier System (Cal F-23)
- RSP T3G Temporary Barrier System (Staking or Anchoring)
- RSP T3G2 Temporary Barrier System (Staking or Anchoring)

TEMPORARY TRAFFIC CONTROL SYSTEMS

- T9 Traffic Control System Tables for Lane and Ramp Closures
- T13 Traffic Control System with Reversible Control on Two Lane Conventional Highways

TEMPORARY WATER POLLUTION CONTROL

- T51 Temporary Water Pollution Control Details (Temporary Silt Fence)
- T58 Temporary Water Pollution Control Details (Temporary Construction Entrance)
- T59 Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
- T65 Temporary Water Pollution Control Details (Temporary High-Visibility Fence)

BRIDGE DETAILS

- B0-1 Bridge Details
- B0-3 Bridge Details
- B0-5 Bridge Details
- B0-13 Bridge Details

BOX GIRDER DETAILS

- B7-1 Box Girder Details

UTILITY OPENING

- B7-10 Utility Opening - Box Girder

CAST-IN-PLACE POST-TENSIONED GIRDER

- B8-5 Cast-In-Place Post-Tensioned Girder Details

STRUCTURE APPROACH

- B9-4 Structure Approach - Type EQ (10)
- B9-5 Structure Approach - Slab Details
- B9-6 Structure Approach - Drainage Details

CONCRETE BARRIERS

- B11-81 Concrete Barrier Type 842 Details No. 1
- B11-82 Concrete Barrier Type 842 Details No. 2

WATER SUPPLY LINE (BRIDGE)

B14-5 Water Supply Line (Details) (Pipe Sizes Less Than 4")

ROADSIDE SIGNS

RS1 Roadside Signs - Typical Installation Details No. 1

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

RS4 Roadside Signs - Typical Installation Details No. 4

PRELIMINARY - NOT FOR CONSTRUCTION

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

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PRELIMINARY - NOT FOR CONSTRUCTION

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Bid Items and Applicable Sections

Item code	Item description	Applicable section
066999	CONSTRUCTION STAKING	5

Redefine or add the following terms in section 1-1.07B "Glossary":

Department: Department of Community Services, Public Works Division, Yolo County, unless the Standard Specifications reference Caltrans publications, forms, manuals, standards, Independent Assurance Program, Office of Structural Materials, approved product or manufacturing facility lists, and test methods, which refer to the Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives (Caltrans). Any ambiguity in regards to the meaning of "Department" in the Standard Specifications shall be clarified as determined by the County.

Director: Yolo County Board of Supervisors

Dispose of: Remove from job site. Receiving site must be pre-approved by the Engineer before hauling off job site.

Holiday: Holiday shown in the following table:

Holidays	
Holiday	Date observed
Every Sunday	Every Sunday
New Year's Day	January 1st
Birthday of Martin Luther King, Jr.	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 th

If January 1st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If January 1st, July 4th, November 11th, or December 25th falls on a Saturday, the preceding Friday is a holiday.

The County may designate additional holidays or furloughs including but not limited to the week of Thanksgiving, and the two weeks surrounding and including Christmas Day and New Years Day. The Engineer will give the Contractor 30 calendar days notice prior to implementation of additional holidays.

LAPM: Caltrans Local Assistance Procedures Manual

Office Engineer: Engineer

State: The State of California, including its agencies, departments or divisions whose conduct or action is related to the work, and/or Yolo County. Any ambiguity in regards to the meaning of "State" in the Standard Specifications shall be clarified as determined by the County.

Supplemental Project Information

Means	Description
Included in the <i>Information Handout</i>	<ol style="list-style-type: none"> 1. County Road 41 As-Built Bridge Plans 2. Roadway Design Cross Sections 3. Bridge 4 Scale Drawing 4. Foundation Report, Crawford & Associates, Dated February 2023 5. Initial Site Assessment, Taber, Dated July 2016 6. Design Hydraulic Study, Avila & Associates, Dated June 2019 7. Biological Opinion, US Department of Fish and Wildlife, October 2017 8. Army Corp of Engineers 404 Permit 9. California Department of Fish and Wildlife 1600 Permit 10. Regional Water Quality Control Board 401 Permit 11. CEQA Final Mitigated Negative Declaration, Stantec, Dated August 2020 12. NEPA Categorical Exclusion Determination Form, August 26, 2020 13. County Road 41 over Cache Creek Bridge Replacement Project Natural Environmental Study, Caltrans, Dated June 2019 14. County Road 41 over Cache Creek Bridge Replacement Project Biological Assessment, Caltrans, Dated February 2017 15. County Road 41 over Cache Creek Bridge Replacement Project Archaeological Survey Report, Caltrans, Dated May 2016 17. Caltrans Encroachment Permit 18. Tree Removal Plan (Stantec and Consor)
Included with the project plans	Log of Test Borings

Add to section 2-1.06C:

FEDERAL LOBBYING RESTRICTIONS

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

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

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

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

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

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

Replace section 2-1.12A General:

Nondiscrimination Statement

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

Under 49 CFR 26.13(b):

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

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

Replace section 2-1.12B(1) General with:

2-1.12B(1) DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

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

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

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

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

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

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

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

Replace section 2-1.12B(2) DBE Commitment Submittal with:

Commitment and Utilization

Note: In the County's reports of DBE participation to Caltrans, the County must display both commitments and attainments.

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

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

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

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

The County shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier

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

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

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

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

Replace section 2-1.12B(3) DBE Good Faith Efforts with:

Exhibit 15-H: Proposer/Contractor Good Faith Efforts is due to the County within five (5) calendar days of bid opening. In computing any period of time described in this part, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or federal holiday, the period extends to the next day that is not a Saturday, Sunday, or federal holiday. Similarly, in circumstances where the County's offices are closed for all or part of the last day, the period extends to the next on which the County is open. Only good faith efforts directed towards obtaining participation and meeting or exceeding the DBE contract goal will be considered.

Submittal of good faith efforts documentation within the specified time protects your eligibility for award of the contract in the event the County finds that the DBE goal has not been met.

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

1. The bidder's overall DBE commitment.

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

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

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

- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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5 CONTROL OF WORK

Replace section 5-1.09 “PARTNERING” with:

The Department strives to work cooperatively with all contractors; partnering is our way of doing business. The Department encourages project partnering among the project team made up of significant contributors from the Department and the Contractor and their invited stakeholders.

Replace section 5-1.13B with:

5-1.13B Disadvantaged Business Enterprises

Replace section 5-1.13B(2) with:

5-1.13B(2) Termination and Substitution of DBE Subcontractors

5-1.13B(2)(b) Commercially Useful Function

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

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

The Contractor must provide written notification to the County at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

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

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

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

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

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

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

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

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

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

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

5-1.13B(2)(c) Termination and Replacement

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

Termination of DBE Subcontractors

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under

Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

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

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

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

Replacement of DBE Subcontractors

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
 - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Quote for bid item work and description of work to be performed
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
 - Revised Subcontracting Request form

- Revised Exhibit 15-G: Construction Contract DBE Commitment

2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

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

5-1.13B(3) Use of Joint Checks

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

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

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

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

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

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

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

Progress Payment

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

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

Payment of Withheld Funds to Subcontractors

No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

DBE RUNNING TALLY OF ATTAINMENTS

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

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

Replace *Reserved* in section 5-1.20H with:

5-1.20H Relations with Caltrans

An encroachment permit has been issued to the County by Caltrans for work within Caltrans right of way. You must be fully informed of and comply with the requirements of this encroachment permit as well as rules, regulations, and conditions that may govern your activities within the Caltrans right-of-way and should conduct the work accordingly.

You must obtain an encroachment permit rider from Caltrans before working within the State right of way.

A fee may apply.

Replace section 5-1.24 with:

5-1.24 CONSTRUCTION SURVEYS

5-1.24A General

5-1.24A(1) Summary

Section 5-1.24 includes specifications for furnishing and setting construction stakes and markers to establish the lines and grades required for the completion of the work and as necessary for the Engineer to check lines, grades, alignment and elevations.

Contractor must perform construction staking as necessary to control the work. Furnish and set construction stakes and marks with accuracy adequate to assure that the completed work conforms to the lines, grades, and section.

Contractor must follow all procedures, methods, and typical stake markings under Chapter 12, Construction Surveys, of the Caltrans publication "Surveys Manual." Copies of the "Survey Manual" may be purchased from Caltrans Publications Unit 1900 Royal Oaks Drive, Sacramento, California 95815, (916) 445-3520.

Contractor must notify the National Geodetic Survey (NGS) that a USGS benchmark near the existing bridge southeast wingwall will be destroyed by the project. Perform a corner record of the existing benchmark and also determine the State Plane coordinates of the original monument. Provide the corner record, coordinates, and correspondence with NGS to the County prior to monument demolition. If required by NGS, reset of the bench mark is extra work.

5-1.24A(2) Definitions

Not Used

5-1.24A(3) Submittals

Contractor must submit all computations necessary to establish the exact position of the work from control points. All computations, survey notes, and other records necessary to accomplish the work must be neat, legible, and accurate. Copies of such computation, notes and other records must be furnished to the Engineer before beginning work that requires their use.

Upon completion of construction staking and before acceptance of the contract, all computations, survey notes, and other data used to accomplish the work must be submitted to the Engineer and will become the property of the County.

5-1.24A(4) Quality Assurance

Not Used

5-1.24B Materials

Not Used

5-1.24C Construction

Construction stakes and marks (including paint marks) must be removed from the site of work when no longer needed.

5-1.24D Payment

The Department pays you for construction staking as follows:

1. A total of 90 percent of the item total over the life of the contract.
2. A total of 100 percent of the item total upon submission of final computations, notes and other data.

Add to section 5-1.33:

Maintain all construction equipment in proper tune according to manufacturer's specifications.

Avoid diesel fuel equipment idling to the greatest extent feasible throughout the duration of construction activities. Idling in excess of 5 minutes is not permitted.

Post signs in designated queuing areas and on jobsite to remind drivers and operators of 5-minute idling limit.

Each internal combustion engine, used for any purpose on the job, or related to the job, must be equipped with a muffler of a type recommended by the manufacturer. Do not operate any internal combustion engine on the job site without an appropriate muffler.

Equip all internal combustion engines with an operational spark arrester or equip the engine for the prevention of fire.

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

The utility owner will relocate a utility shown in the following table before the corresponding date shown:

Utility Relocation and Date of the Relocation		
Utility	Location	Date
Frontier	East side of existing bridge	During winter suspension. After the new bridge construction, before existing bridge removal.
DWR Station No. 9 and data line	East side of existing bridge	During winter suspension. After the new bridge construction, before existing bridge removal.
USGS Sampler	East bank near existing bridge	During winter suspension. After the new bridge construction, before existing bridge removal.

The utilities shown in the following table will not be rearranged. The utilities may interfere with bridge removal, contractor access, channel grading, and rock slope protection installation.. If you want them rearranged or temporarily deactivated, make arrangements with the utility owner.

Utilities Not Rearranged for bridge removal, contractor access, channel grading, and rock slope protection installation.

Utility	Location
PG&E	East of existing bridge

Replace section 5-1.37A General with:

5-1.37 A General

Maintain and protect the work until the County Board of Supervisors have accepted the Contract.

6 CONTROL OF MATERIALS

Replace section 6-1.03B with:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

6-1.04 BUY AMERICA

Replace section 6-1.04A with:

6-1.04A General

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

Buy America requirements do not apply to the following:

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

6-1.04B Crumb Rubber (Pub Res Code § 42703(d))

Furnish crumb rubber with a certificate of compliance. Crumb rubber must be:

- 1. Produced in the United States
- 2. Derived from waste tires taken from vehicles owned and operated in the United States

Replace section 6-1.04C with:

6-1.04C Steel and Iron Materials

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

- 1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials
- 2. If the total combined cost of the materials produced outside the United States does not exceed the greater of 0.1 percent of the total bid or \$2,500, the material may be used if authorized

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Add section 6-1.04D:

6-1.04D Manufactured Products

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

Add section 6-1.04E:

6-1.04E Construction Materials

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

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

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

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

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

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

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

Waivers

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

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

1. _____
2. _____

Add to section 6-1.07B Prohibitions On Materials, Equipment, and Services:

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The prohibited vendors (and their subsidiaries or affiliates) are:

- Huawei Technologies Company;
- ZTE Corporation;
- Hytera Communications Corporation;
- Hangzhou Hikvision Digital Technology Company;
- Dahua Technology Company; and
- Subsidiaries or affiliates of the above-mentioned companies.

In implementing the prohibition, the agency administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

The contractors should furnish telecommunications and video surveillance equipment with a certificate of compliance. The certificate must state telecommunications and video surveillance equipment was not procured or obtained from manufacturers identified in the above list.

Add to section 6-1:

6-1.08 ENVIRONMENTAL PRODUCT DECLARATIONS FOR HOT MIX ASPHALT AND CONCRETE

Section 6-1.08 includes specifications for environmental product declarations for hot mix asphalt and concrete materials and products.

See section 6-1.06B for definitions.

For projects with bid opening dates after February 1, 2025, with a total bid over \$1 million and 175 or more original working days, materials or products specified in the following table require facility-specific, product stage, environmental product declarations as informational submittals:

Material or product	Material specifications
Hot mix asphalt ^a	Section 39-2, "Hot Mix Asphalt" Excludes RHMA, OGFC, and BWC materials.
Concrete ^b	Section 28-2, "Lean Concrete Bases," Section 28-3, "Rapid Strength Concrete Base," Section 28-4, "Lean Concrete Base Rapid Setting," Section 28-5, "Concrete Base," Section 40, "Concrete Pavement," Section 47-5, "Type 6 Retaining Walls," Section 49-3, "Cast-In-Place Concrete Piling," Section 49-4, "Steel Soldier Piling," Section 51, "Concrete Structures," Section 58-2, "Masonry Block," Section 73, "Concrete Curbs and Sidewalks," Section 83, "Railings and Barriers," and Section 99, "Building Construction." Excludes volumetric-proportioned rapid strength concrete and Section 90-4 PC concrete members.

^aFor each hot mix asphalt plant providing 2,250 tons or more on the project by job mix formula.

^bFor each concrete plant providing 250 cubic yards or more on the project by mix design.

The requirements in section 6-1.08 do not apply to seasonal plants operating fewer than 6 months per year.

The requirements in section 6-1.08 do not apply to informal-bid contracts.

For product category rules for hot mix asphalt or concrete, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration for hot mix asphalt or concrete is not required for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 50 days before the bid opening date.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration. Include written correspondence from the program operator with your notification to the Engineer. If the Engineer determines the development of a facility-specific environmental product declaration cannot be achieved, an environmental product declaration will not be required for that material or product.

You must register on the Department's Data Interchange for Materials Engineering (DIME) at least 15 days before submitting environmental product declarations. Follow the registration process at:

<https://dime.dot.ca.gov/>

Within 30 days of initial placement of each applicable material or product, submit a facility-specific, product stage, environmental product declaration informational submittal to DIME and provide proof of submission in PDF file format to the Engineer. The DIME entry information must include intended use of materials and estimated quantities of materials to be used as represented by the environmental product declaration.

Failure to provide a required environmental product declaration informational submittal will result in a \$6,000 performance failure withhold for each missing declaration. The Department returns the withhold within 30 days after receipt of the compliant declaration if submitted prior to Contract acceptance. Withholds become permanent deductions if the declaration is not submitted before Contract acceptance.

Replace section 6-2.01A General with:

6-2.01A General

The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

The County may examine the records and reports of tests the prime contractor performs if they are available at the job site. Schedule work to allow time for QAP testing.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

Whenever a reference is made in the specifications to any of the California Test numbers specified below, the corresponding ASTM designation test numbers may be used to determine the quality of the materials. The laboratory performing the test shall perform the test according to the most recent test method version and shall be currently certified to perform the test for which they will be submitting the test results.

California Test	ASTM Test	Test Description
125	D 75	Construction Material Sampling
202	C 136	Aggregate Gradation
205	D 5821	Aggregate Percent Crushed Particles
211	C 131	Los Angeles Abrasion
216	D 1557	Aggregate Optimum Moisture Density
217	D 2419	Sand Equivalent
226	C 2216	Oven Aggregate Moisture Content
231	D 6938	Soil, Aggregate In-place Nuclear Density
308	D 1188, D 2726	HMA Bulk Specific Gravity
309	D 2041	HMA Theoretical Max Specific Gravity
366	D 1560	Stabilometer
367	D 2726	HMA Air Void Content
375	D 2950	HMA In-place Nuclear Density
379	D 2172	Bitumen Content (Solvent Extraction)
382	D 6307	Bitumen Content (Ignition Oven)

PRELIMINARY - NOT FOR CONSTRUCTION

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02C Emissions Reduction with:

Limit idling time to 5 minutes when construction equipment is not in use, unless engine manufacturer's specifications or safety considerations require more time.

Comply with Yolo Solano Air Quality Management District Rule 2.3, which states that visible emissions shall not exceed 40% opacity for more than three minutes in any one-hour.

Add to section 7-1.02I(1) General with:

7-1.02I(1) General

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM

(GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.02I(2) "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

Replace the 2nd paragraph of section 7-1.02K(2) with

The general prevailing wage rates are set forth in the General Prevailing Wage Rate Determinations for this project, available for review at Yolo County Department of Community Services, Public Works Division, 292 West Beamer Street, Woodland, California and available from the California Department of Industrial Relations' internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the General Prevailing Wage Rate Determinations.

Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. The Federal minimum wage rates are available directly from the Department of Labor now known as Wage Determinations at: <https://beta.sam.gov/>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Notice to Contractors, Special Provisions, Proposal, and Contract" books, as registered at <https://www.bidsync.com/bidsync-cas/>. The higher of the federal or state prevailing wage shall be paid.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Contractor shall be required to post job site notices, as prescribed by regulation.

In addition, the CONTRACTOR and SUBCONTRACTORS shall comply with the following Health Care Expenditure requirements:

HEALTH CARE EXPENDITURE REQUIREMENT

The County has also adopted the following health care expenditure requirement for certain public projects estimated to cost more than one-million dollars (\$1,000,000):

Each Contractor with construction craft employees shall make health care expenditures for each such employee in an amount per hour worked on the Covered Project equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year-old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. Health care expenditures in excess of that amount shall not be so credited. "Health care expenditures" include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward "medical care" as defined under Section 213(d)(1) of the Internal Revenue Code. A Contractor that is signatory to a valid collective bargaining agreement that requires payment of at least the prevailing wage, participation in a joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees shall be deemed in compliance. A Contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this paragraph.

Bidders must submit a signed Acknowledgment confirming they have read and will comply with this requirement.

The Acknowledgment form regarding the County's Health Care Expenditure Requirement is attached to this specification and must be included in the bid submission package.

Replace the 5th through 9th paragraph of section 7-1.02K(3)

Submit certified payroll records to the Engineer.

Add to the end of section 7-1.02K(4)

CONTRACTOR and SUBCONTRACTORS shall comply with the following Joint Apprenticeship Committee (JAC) requirements:

JOINT APPRENTICESHIP COMMITTEE PARTICIPATION REQUIREMENT

The County has adopted additional requirements for certain "Covered Projects" as defined in the County's Policy on Procurement. This Project is considered a "Covered Project" and is subject to the County's Joint Apprenticeship Committee (JAC) participation requirement. A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. This JAC requirement is in addition to the apprenticeship requirements of the Prevailing Wage Laws.

To satisfy the County's JAC participation requirement, Contractors must submit with their bid the Joint Apprenticeship Committee Participation Certification with signed evidence satisfactory to the Procurement Manager or the Procurement Manager's designee that they participate in a JAC by being a signatory to a JAC or employ registered apprentices dispatched by a JAC. Such evidence may be in the form of a signed letter from a JAC confirming the Contractor is a signatory to a JAC or has hired registered apprentices who are active participants of a JAC.

In addition, Bidders must submit a signed "Statement Re: No Apprenticeship Violation" confirming the Bidder has not been found in violation of any provision of state or local apprenticeship laws or regulations in the past three years.

Joint Apprenticeship Committee Participation Certification and No Apprenticeship Violation forms are attached to this specification and must be included in the bid submission package.

Add to the end of section 7-1.02M(2):

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles, if equipped with a muffler as defined in the Vehicle Code
2. Equipment powered by turbocharged engines if:
 - 2.1 Exhausted gases pass through the rotating turbine wheel
 - 2.2 There is no exhaust bypass to the atmosphere
 - 2.3 The turbocharger is in effective mechanical condition

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and one 5-gallon water-filled backpack fire pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of

operation of the power tool. Each fire extinguisher must be of the type and size required by the California Department of Forestry and Fire Protection.

Each shovel must be size O or larger and at least 46 inches long.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. If the controlling activity is suspended due to hazardous fire conditions, the associated days are considered adverse weather-related conditions and working days will not be assessed. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

Delete the 24th paragraph of section 7-1.04.

Replace section 7-1.05A with

You must defend, indemnify, and save harmless the County, including its officers, employees, agents, and volunteers (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 County, 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.

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 County 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, agents (excluding agents who are design professionals), or volunteers.

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.

Contractor's obligation to indemnify are undertaken in addition to, and shall not be anyway limited by, the insurance obligations contained in the Contract.

Replace sections 7-1.06B through 7-1.06I with

1. INSURANCE

A. During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

- i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
 1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
 4. Professional Liability (Errors and Omissions) (If applicable, see below)

ii. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

1. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
2. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
3. Professional Liability/Malpractice/Errors and Omissions –\$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
4. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.) It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

iii. Other Insurance Provisions

1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 2. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
 4. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
- iv. The limits of Insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 - v. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Contract and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - vi. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.
 - vii. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 - viii. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 - ix. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
 - x. For any claims relating to this Contract, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Contract. The endorsements are to be signed by a

person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Contract, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all

required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

Add to section 7-1.11A "General":

Your subcontractors and any lower tier subcontractors must include the "Required Contract Provisions Federal-Aid Construction Contracts" (FHWA-1273) under Section 7-1.11 of the Standard Specifications. Noncompliance must be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or that become due, until correction is made. Failure to comply may result in termination of the contract.

Replace section 7-1.11B " FHWA-1273", 7-1.11C "Female and Minority Goals", and 7-1.11D "Training" with:

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

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

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

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

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

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. Certified payroll requirements (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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

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

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

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

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

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

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

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

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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

7-1.11C Female and Minority Goals

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

Minority Utilization Goals

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

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

7-1.11D Federal Trainee Program

For the Federal training program, the number of trainees or apprentices is 11.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

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

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

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

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

Before starting work, the prime contractor shall submit to the County of Yolo:

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

The prime contractor shall obtain the County of Yolo approval for this submitted information before the prime contractor starts work. The County of Yolo credits the prime contractor for each apprentice or trainee the prime contractor employs on the job who is currently enrolled or becomes enrolled in an approved program.

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

The prime contractor shall not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

The prime contractor shall ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. The prime contractor's records must show the employee's answers to the questions.

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

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

The prime contractor shall obtain the State's approval for their training program before they start work involving the classification covered by the program.

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

The County of Yolo reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
 - a. Contribute to the cost of the training
 - b. Provide the instruction to the apprentice or trainee
 - c. Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this

section. Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

Add to section 7 Legal and Responsibility to the Public:

Title VI Assurances

APPENDIX A

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

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

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

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low- Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

PRELIMINARY - NOT FOR CONSTRUCTION

Delete sections 9-1.07 through 9-1.11

Add to sections 9-1.16A General

Prompt Payment From the County To The Contractor

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

1. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

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

Replace section 9-1.16C Materials On Hand

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

Replace the 3rd and 4th paragraph of section 9-1.17D(3) Final Determination of Claims with

The Director of Community Services will make the final determination regarding any claims which remain in dispute after completion of claim review by the Engineer.

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Add to section 10-1.02A:

Prior to soil disturbing construction activities, the Consultant Archaeologist and Yocha Dehe Wintun Nation monitor(s) will conduct a brief oral archaeological awareness and cultural sensitivity training for the construction crew, including all equipment operators and personnel involved in the mass excavation activities. Given the nature of the mass excavation activities, it is likely that an equipment operator will be the first individual to identify potential archaeological material should it be encountered. Archaeological sensitivity training is considered to be a key element of the archaeological monitoring program.

Before starting work all construction personnel must participate in an environmental awareness training regarding sensitive habitats present within the project limits. If new construction personnel are added to the project, they must receive training before starting work. As part of the training, an environmental awareness handout must be provided to all personnel that describes and illustrates sensitive resources to be avoided during construction, and list applicable permit conditions identified by state and federal agencies to protect these resources.

To the extent practicable, all holes or trenches will be covered at the end of each workday to prevent wildlife from becoming trapped. All holes and trenches will be inspected before each workday to facilitate the release of any trapped wildlife. A qualified biologist will be consulted if work crews are unable to safely assist in the release of trapped wildlife.

Follow Stage Construction Plan sequence and notes.

Replace section 10-1.03 with:

You may work within Cache Creek channel only from May 1 to October 31 of any year. The contractor should anticipate the need for two construction seasons with a winter suspension.

One elderberry shrub not being directly impacted by the proposed project's activities must be flagged and fenced with a buffer of 20 feet from the dripline. Post signage indicating the need for avoidance. Dust control measures will be implemented to minimize impacts to this elderberry shrub.

Visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them before placing the pipe sections in the trench and attaching them together or cap ends while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline must be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline.

At the end of each workday, place an escape ramp at each end of any open excavation to allow wildlife that may become trapped to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than thirty (30) degrees.

Before the start of daily project activities, the Biologist or construction monitor must survey the project area to ensure wildlife incidentally trapped due to project activities are moved out of harm's way.

12 TEMPORARY TRAFFIC CONTROL

Add to section 12-1.01:

Before starting construction, submit a traffic control system plan and detour plan for review and approval. Allow 5 business days for review.

Add to section 12-3.10C:

Install warning lights on barricades at locations shown.

Replace section 12-3.20 with:

12-3.20 TEMPORARY BARRIER SYSTEMS

12-3.20A General

12-3.20A(1) Summary

Section 12-3.20 includes specifications for placing, maintaining, repairing, and removing temporary barrier systems.

Temporary barrier system consists of:

- 1. New or undamaged used interconnected barrier segments
- 2. Segment connection hardware

3. Stakes and anchor bolts

12-3.20A(2) Definitions

approach zone: Area immediately upstream of the work area and buffer space.

clear area width: Minimum width throughout the length of the barrier system that must be maintained clear of obstructions, objects, and work resources during non-working hours. The width is measured perpendicular from the non-traffic side toe.

departure zone: Area past the work area and the trailing end of the construction area.

height differential: May be an excavation, a downward slope greater than 4:1, or a difference in elevation. The height differential is measured down from the top of pavement.

set back distance: Space measured between the closest toe of temporary barrier and the edge of traveled way for each direction of traffic.

12-3.20A(3) Submittals

Submit as informational submittal for each type of temporary barrier system:

1. Certificate of compliance.
2. Manufacturer's installation instructions except for temporary concrete barriers with loop and pin and temporary concrete barriers with cross bolt.
3. Manufacturer's concrete QC test results and daily production log of precast concrete activities, through the Data Interchange for Materials Engineering (DIME) website, except for Type K temporary railing. For QC test results, use project identifier 88887 in the DIME sample record. QC test results must include the concrete mix design number, barrier stamped ID, and must be submitted within 3 business days of QC test completion.

Submit test reports for cross bolts that certify compliance with the applicable ASTM requirements. The test reports must be from a laboratory that is accredited to International Standards Organization/International Electrotechnical Commission 17025 by the American Association for Laboratory Accreditation (A2LA) or the ANSI-ASQ National Accreditation Board.

Submit a signed manufacturer's replacement evaluation report within 10 days of damage to a temporary steel barrier system.

12-3.20A(4) Quality Assurance

12-3.20A(4)(a) General

Temporary barrier systems must comply with MASH Test Level 3 except for Type K temporary railing.

Except for temporary concrete barriers with loop and pin and temporary concrete barriers with cross bolt, temporary barrier systems must:

1. Be on the Authorized Materials List for highway safety features
2. Comply with the manufacturer's drawings shown on the Department's Division of Safety Programs website and the manufacturer's installation instructions

If a discrepancy exists, governing ranking in descending order is:

1. These specifications
2. Manufacturer's drawings
3. Manufacturer's installation instructions

QC sampling, testing, and inspection personnel must have an ACI Concrete Field-Testing Technician, Grade 1 certification.

Temporary concrete barrier segments must:

1. Comply with the requirements for tier 3 precast concrete in section 90-4
2. Be fabricated at a plant on the Authorized Facility Audit List

Concrete must be sampled and tested as shown in the following table.

Concrete QC Tests

Quality characteristic	Test method	Minimum testing frequency
Compressive strength	ASTM C172/C172M, ASTM C31/C31M, and ASTM C39/C39M	Once per 300 cu yd of concrete cast, or every day of casting, whichever is more frequent
Slump	ASTM C143/C143M	
Temperature at time of mixing	ASTM C1064/C1064M	
Density	ASTM C138	Once per 600 cu yd of concrete cast or every 7 days of batching, whichever is more frequent
Air content	ASTM C231/C231M or ASTM C173/C173M	If concrete is air entrained, once for each set of cylinders, and when conditions warrant

A daily production log of precast concrete activities must be maintained under section 90-4.01C(4).

12-3.20A(4)(b) Quality Control

Replace damaged temporary concrete barrier segments with exposed reinforcing steel or concrete spalls 1-1/2 inches in depth and 4 inches in width or greater. Repair minor damage under section 51-1.03F(2), for temporary concrete barriers with loop and pin and temporary concrete barriers with cross bolt.

Replace damaged temporary steel barrier segments with permanent bends, tearing, or buckling as described in the signed manufacturer's replacement evaluation report.

Realign temporary barrier system within 2 days of impact or displacement when displaced more than 3 inches except when the temporary barrier system is displaced into a traveled lane realign immediately.

12-3.20B Materials

12-3.20B(1) General

Temporary barrier segment must:

1. Be a minimum 31-1/2 inches in height
2. Have at least two lifting holes
3. Be designed to be used with temporary traffic screen when required

Temporary barrier segment may have your name or logo on each barrier segment. The name or logo must be no more than 4 inches in height and must be located no more than 12 inches above the bottom of the barrier segment.

12-3.20B(2) Temporary Concrete Barriers

12-3.20B(2)(a) General

Temporary concrete barrier segment must:

1. Be precast concrete with a minimum 5,000-psi compressive strength, except for Type K Temporary Railing.
2. Have reinforcement steel that complies with section 52.
3. Have a finished surface that complies with section 51-1.03F(2).
4. Include the manufacturer's name, lot number, and month and year of manufacture stamped on the top of each barrier segment except for Type K temporary railing. The stamped information must be:
 - 4.1. No more than 6 inches in height
 - 4.2. From 3/16 to 1/4 inch in depth
 - 4.3. Centered on the top width of the barrier segment
5. Use one of the following segment connections:
 - 5.1. Loop and pin
 - 5.2. "J" hook
 - 5.3. Cross bolt
6. Comply with the tolerances shown in the following table:

Precast Barrier Tolerances

Dimension	Tolerance(±)
Length (in)	1
Insert placement (in)	1/2
Horizontal alignment (in)	1/8 per 10 feet of length
Deviation of ends (in):	
Horizontal skew	1/4
Vertical batter	1/8 per foot of depth

Reinforcement steel must:

1. Comply with ASTM A615 or ASTM A706, Grade 60
2. Be galvanized under section 52-3, when required

Combinations of reinforcing steel and welded wire reinforcement are allowed. Welded wire reinforcement must comply with ASTM A1064.

Stake must:

1. Comply with ASTM A36/A36M-14 or ASTM A529-14, Grade 50
2. Be 1-1/2 inches in diameter and 36 inches long, except "J" Hook must be 48 inches long
3. Have a 1/2-by-3-1/2-by-3-1/2-inch plate welded 2 inches down from the upper end using a 3/8-inch fillet weld under AWS D1.1 or D1.4

Anchor bolt must:

1. Be a bolt or threaded rod 1-1/8 inches in diameter
2. Comply with ASTM A307
3. Include a 1/2-by-3-1/2-by-3-1/2-inch plate washer:
 - 3.1. With a 1-3/8-inch-diameter hole in the center
 - 3.2. Complying with ASTM A36/A36M
 - 3.3. Galvanized post fabrication under section 75-1.02B

Threaded rod must include a nut complying with ASTM A563.

Anchor steel plate must:

1. Be 1/2 inch thick
2. Comply with ASTM A572, Grade 50
3. Be galvanized post fabrication under section 75-1.02B

Chemical adhesive must be on the Authorized Materials List for chemical adhesives and must be for a threaded rod at least 1 inch in diameter.

12-3.20B(2)(b) Temporary Concrete Barriers with Cross Bolt

Cross bolt hardware includes:

1. Cross bolt
2. Nut complying with ASTM A563
3. Hardened washer complying with ASTM F436, Type 1
4. Plate washer complying with ASTM A36/A36M and galvanized post fabrication under section 75-1.02B

Cross bolt must:

1. Be a 7/8-inch bolt or threaded rod and comply with one of the following:
 - 1.1. HS threaded rod ASTM A193, Grade B7
 - 1.2. HS threaded rod ASTM A449, Type 1
 - 1.3. HS nonheaded anchor bolt ASTM F1554, Grade 105, Class 2A
2. Have a permanent grade symbol and manufacturer's identifier

12-3.20B(2)(c) Temporary Concrete Barriers with Loop and Pin

12-3.20B(2)(c)(i) General

Not Used

12-3.20B(2)(c)(ii) Temporary Barrier Systems CAL F-23

Connecting loop must:

1. Be a steel bar 3/4 inch in diameter
2. Comply with ASTM A36/A36M, cold roll
3. Be galvanized after fabrication

Connecting pin must:

1. Comply with ASTM A449
2. Be forged, no welds
3. Be 1 inch in diameter and a minimum 30-1/4 inches long
4. Be galvanized under ASTM F2329 and A153

12-3.20B(2)(c)(iii) Type K Temporary Railings

Connecting pin must comply with ASTM A307, be 1-1/4 inch in diameter, and be a minimum 26 inches long. A round bar of the same diameter and length may be substituted for the connecting bolt. The round bar must:

1. Comply with ASTM A36/A36M
2. Have a 3-inch-diameter, 3/8-inch-thick plate welded on the upper end using a 3/16-inch fillet weld

Stake must:

1. Comply with ASTM A706, Grade 60
2. Be 1 inch in diameter and 24 inches long
3. Have a 2-3/4-inch-diameter, 1/2-inch-thick plate, welded 1 inch down from the upper end using a 3/8-inch fillet welds under AWS D1.1 or D1.4

Anchor bolt must:

1. Be a threaded rod, 1 inch in diameter and 15-1/2 inches long
2. Comply with ASTM A307
3. Include a nut complying with ASTM A563
4. Include a 3/8-by-2-1/2-by-3-inch plate washer:
 - 4.1. With a 1-1/8-inch-diameter hole in the center
 - 4.2. Complying with ASTM A36/A36M
 - 4.3. Galvanized post fabrication under section 75-1.02B

12-3.20B(2)(d) Temporary Concrete Barriers with "J" Hook

"J" hook must:

1. Comply with ASTM A36/A36M
2. Be 3/8-inch-thick steel plate
3. Be a minimum 18 inches in height

Anchor hardware must include:

1. Anchor bolt insert 1 inch in diameter and 6 inches long
2. Hex head bolt 1 inch in diameter with a minimum length of 11 inches plus thickness of asphalt overlay
3. 3/8-by-3-by-3-inch plate washer
4. Retainer ring

12-3.20B(3) Temporary Steel Barriers

Temporary steel barrier segment must:

1. Be galvanized steel.
2. Have a joint connection.

3. Include permanent identification information with no more than 6 inches in height and 12 inches in length and centered on the top width of the segment. The identification information must include:
 - 3.1. Manufacturer's name
 - 3.2. Serial number
 - 3.3. Lot number
 - 3.4. Month and year of manufacture

Temporary steel barrier 19-foot segment must be filled to a depth of 11-13/16 inches with concrete ballast.

12-3.20C Construction

12-3.20C(1) General

Install the minimum length of application for temporary barrier systems, including:

1. Approach zone
2. Work area
3. Departure zone

Clean temporary barrier segments at time of installation and at least every 6 months thereafter.

Install temporary barrier systems based on the requirements shown in the following table.

PRELIMINARY - NOT FOR CONSTRUCTION

Minimum Clear Area Width

Barriers	Configuration	Height differentials 3 feet or less (ft)	Height differentials greater than 3 feet up to 8 feet (ft)	Edge of deck or height differentials greater than 8 feet (ft)	Fixed objects, falsework members, or temporary supports ^a (ft)
10-foot & 30-foot temporary concrete barrier with cross bolt	Freestanding	1	2	5	5
	3 stakes or anchor bolts per segment traffic side	1	1	2	3
20-foot temporary concrete barrier with cross bolt	Freestanding	1	2	5	5
	4 stakes or anchor bolts per segment traffic side	1	1	2	3
12-foot temporary concrete barrier CAL F-23	Freestanding	4	5	8	8
	3 stakes or anchor bolts per segment traffic side	1	1	2	3
20-foot temporary concrete barrier CAL F-23	Freestanding	4	5	8	8
	4 stakes or anchor bolts per segment traffic side	1	1	2	3
12.5-foot temporary concrete barriers with "J" hook	Freestanding	3	4	8	7
	3 stakes per segment traffic side	1	1	2	3
	2 anchor bolts per segment traffic side	1	1	2	3
20-foot temporary concrete barriers with "J" hook	Freestanding	3	4	8	7
	4 stakes per segment traffic side	1	1	2	3
	3 anchor bolts per segment traffic side	1	1	2	3
50-foot temporary steel barriers	Staked or anchored at both ends only	6	7	9	10
	Staked or anchored every 250 feet	5	6	8	9
	Staked or anchored every 33 feet	1	1	3	4
19-foot temporary steel barriers	Freestanding	4	5	7	8
12-foot-9-inch temporary steel barriers	Staked every 30 feet	1	2	4	5
20-foot Type K	Freestanding	2	3	8	7

temporary railings (NCHRP 350)	2 stakes or 2 anchor bolts per segment traffic side	1	1	3	4
	4 stakes or 4 anchor bolts per segment	N/A	N/A	3	3

^aThe minimum clear area width to a falsework or temporary support footing can be 2 feet less than the clear area width shown. Measure clear area width to the footing edge closest to traffic.

Place temporary barrier systems on concrete or asphalt concrete pavement.

When required, stake temporary barrier systems placed on asphalt concrete pavement.

When required, anchor temporary barrier systems placed on concrete pavement. For bridge decks, confirm the anchor will not penetrate closer than 1-1/2 inches from the bottom of the deck before placement. When temporary barrier is not shown, request the Engineer to verify the bridge deck thickness.

For installations on concrete pavement, drill holes and bond anchor bolts, threaded rods, or dowels under section 51-1.03E(5). Do not drill the top of supporting beams or girders, bridge expansion joints, or drains.

Install stakes and anchor bolts so the heads do not project above the top of the temporary barrier pocket profile.

Offset the approach zone of temporary barrier systems a minimum of 15 feet from the edge of an open traffic lane and stake or anchor barrier ends as shown. Taper the temporary barrier approach zone toward the edge of the open traffic lane at the rate shown in the following table:

Temporary Barrier System Taper Rate

Posted speed (mph)	Rate ^a
0 to 45	10:1
46 to 60	15:1
61 to 65	20:1

^aRate is longitudinally to transversely with respect to the edge of the traveled way

When a 15-foot minimum tapered offset cannot be achieved, offset temporary barrier systems the maximum distance available, place the first segment at the approach end parallel to the road, and install an authorized temporary crash cushion system at each barrier approach end. Ensure the temporary barrier approach zone length is a minimum:

1. 60 feet on facilities with a posted speed of 45 mph or less
2. 100 feet on facilities with a posted speed greater than 45 mph

Place a minimum 60 feet temporary barrier departure zone length.

Install a reflector on the top or face of barrier segments placed within 10 feet of a traffic lane. Space reflectors at approximately 20-foot intervals. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Install a Type P marker panel complying with section 82 at:

1. Each end of a temporary barrier system placed adjacent to a two-lane, two-way highway
2. The end facing traffic for a temporary barrier system installed adjacent to a one-way roadbed
3. The end of the skew nearest the traveled way when a temporary barrier system is placed on a skew

Maintain a minimum height of 31-1/2 inches above pavement for temporary barrier systems. For paving activities adjacent to temporary barriers, do not pave within 2 feet of the barrier segments unless authorized. For paving under the temporary barrier, remove and reset the barrier.

Remove temporary barrier systems when no longer required for the work. Remove stakes and anchor bolts so that minimal damage is done to pavement.

After removing the temporary barrier systems:

1. Restore the area to its previous condition or construct it to its planned condition if temporary excavation or embankment was used to accommodate the temporary barrier.
2. Remove all threaded rods or dowels to a depth of at least 1 inch below the top of concrete pavement. Fill the resulting holes with mortar under section 51-1 except cure the mortar by the water method or by the curing compound method using curing compound no. 6.
3. Repair damaged asphalt pavement by providing a clean, smooth edge around the damaged area. Repair any heaving caused by stake removal to provide a uniform surface. Remove loose debris and use compressed air to clean out the stake hole. Comply with manufacturer's requirements except fill the stake hole with grout to existing pavement elevation under section 51-1.

If the Engineer orders a lateral move of a temporary barrier system and repositioning is not shown, the lateral move is change order work except for work area access, clear area width compliance, or because of your means and methods to perform the work.

12-3.20C(2) Temporary Concrete Barriers

12-3.20C(2)(a) General

Before placing temporary barrier systems on the job site and after each described relocation, paint the exposed surfaces of the segments with white paint complying with specifications for acrylic emulsion paint for exterior masonry.

Place and maintain the abutting ends of segments in alignment without substantial offset from each other.

For freestanding temporary barrier systems, you may extend the taper by 60 feet beyond the required 15-foot tapered offset instead of anchoring the barrier ends.

Install stakes or anchors as shown and maintain a minimum 1-foot set back distance on both sides of barrier, when temporary barrier systems are placed with traffic on both sides.

12-3.20C(2)(b) Temporary Concrete Barriers with Cross Bolt

Intermix segments of different lengths within a temporary barrier system when necessary.

For temporary barrier systems placed on a curved layout, maintain the minimum curve radius shown in the following table:

Segment length (ft)	Curve radius (ft)
40	125
20	265
30	400

12-3.20C(2)(c) Temporary Concrete Barriers with Loop and Pin

12-3.20C(2)(c)(i) General

Not Used

12-3.20C(2)(c)(ii) Temporary Concrete Barriers CAL F-23

Intermix segments of different lengths within a temporary barrier system when necessary.

For temporary barrier systems placed on a curved layout, maintain the minimum curve radius shown in the following table:

Segment length (ft)	Curve radius (ft)
12	100
20	165

12-3.20C(2)(c)(iii) Type K Temporary Railings

Do not install Type K temporary railings on projects advertised after December 31, 2026.

Install a minimum 160 feet of Type K temporary railing.

Excavate and backfill under section 19-3.

Do not compact earth fill placed behind Type K temporary railings in a curved layout.

Place temporary barrier systems on a firm, stable surface. Grade the area to provide a uniform bearing surface throughout the entire length of the system.

12-3.20C(2)(d) Temporary Concrete Barriers with "J" Hook

When temporary barrier systems are placed with traffic on both sides, install on each side:

1. 2 anchors or stakes for 12.5-foot segments
2. 3 anchors or stakes for 20-foot segments

12-3.20C(3) Temporary Steel Barriers

12-3.20C(3)(a) General

Install temporary barrier systems under manufacturer's instructions.

12-3.20C(3)(b) 50-Foot Temporary Steel Barriers

Use 50-foot temporary steel barriers with or without rubber pads.

Install a minimum 250 feet of 50-foot temporary steel barrier.

Maintain a minimum radius of 800 feet for segments placed on a curved layout. For tighter curves down to a 250-foot radius, contact the manufacturer before installation and provide manufacturer's written recommendation for the installation.

Stake or anchor segments every 33 feet and maintain a minimum 2-foot set back distance on both sides of barrier, when temporary barrier systems are placed with traffic on both sides.

12-3.20C(3)(c) 19-Foot Temporary Steel Barriers

Install a minimum 323 feet of 19-foot temporary steel barrier.

Maintain a minimum radius of 262 feet for segments placed on a curved layout.

Maintain a minimum 5-foot set back distance on both sides of barrier, when temporary barrier systems are placed with traffic on both sides.

12-3.20C(3)(d) 12-Foot-9-Inch Temporary Steel Barriers

Install a minimum 260 feet of 12-foot-9-inch temporary steel barrier.

Maintain a minimum radius of 755 feet for segments placed on a curved layout.

Stake or anchor segments and maintain a minimum 2-foot set back distance on both sides of barrier, when temporary barrier systems are placed with traffic on both sides.

12-3.20D Payment

The payment quantity for temporary barrier systems is the length measured along the top of the barrier segments.

Replace section 12-3.27 with:

12-3.27 TEMPORARY ALTERNATIVE CRASH CUSHION

12-3.27(1) General

12-3.27(1)(a) Summary

Section 12-3.27 includes specifications for constructing temporary alternative crash cushion.

Temporary alternative crash cushion includes everything needed to attach it to temporary barrier or other temporary barrier system as shown and as approved by the manufacturer.

12-3.27(1)(b) Definitions

Not Used

12-3.27(1)(c) Submittals

Submit a certificate of compliance for each temporary alternative crash cushion.

12-3.27(1)(d) Quality Assurance

At least 10 days before installation, submit a certificate of compliance and a minimum of two copies of the manufacturer’s drawings, installation instruction manual, and maintenance manual for each model of temporary alternative crash cushion to be used. You must have a copy of the manufacturer’s drawings, installation instructions manual, and maintenance manual for each temporary alternative crash cushion to be used on the job site during installation.

Use personnel trained by the manufacturer to install temporary alternative crash cushion. A record of training provided by the manufacturer may be requested by the Engineer at any time.

12-3.27(2) Materials

<https://dot.ca.gov/programs/safety-programs/mash> The temporary alternative crash cushion must be one of the following or a Department-authorized equal and must meet Test Level 2 or 3 criteria:

- 1. Type ABSORB-M Crash cushion manufactured by Barrier Systems, by Lindsay Transportation Solutions, Inc and can be obtained from the distributor:

Address	Telephone no.
Statewide Safety Systems dba AWP 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

- 2. Type SLED-SENTRY LONGITUDINAL ENERGY DISSIPATOR END TREATMENT - Crash cushion must be the SLED with three water filled modules, gating, non-redirective system manufactured by TrafFix Devices, Inc., and can be obtained from the manufacturer:

Address	Telephone no.
TRAFFIX DEVICES, INC 160 AVENIDA LA PATA SAN CLEMENTE, CA 92673	(949) 361-5663

12-3.27(3) Construction

Install temporary alternative crash cushion under the manufacturer's instructions and as shown.

The temporary alternative crash cushion must not be placed such that it impedes the through flow of traffic.

Attach a Type R or Type P marker panel to the front of the temporary alternative crash cushion if the closest point of the crash cushion array is within 12 feet of the traveled way. Firmly fasten the marker panel to the crash cushion with commercial-quality hardware or by other authorized methods.

Maintain temporary alternative crash cushion in place at each location, including times when work is not actively in progress.

Repair damaged temporary alternative crash cushion immediately. Remove and replace crash cushions damaged beyond repair.

12-3.27(4) Payment

Replacement and repair of crash cushions damaged by public traffic is change order work.

Add to section 12-4.02C(7)(a):

The traffic control system includes all temporary traffic control devices including barricades, delineators, temporary k-railing, flashing beacons, signs, or other devices. The temporary traffic control devices must comply with section 12-3. The traffic control system also includes all temporary earthwork to maintain traffic between stages and as necessary to mitigate for height differentials greater than 0.15 feet within 15 feet of the traveled way to provide a safe condition at the end of shifts. Direct recreational rafters around the construction site using floating linear barrier(s), temporary fencing, signage, or other devices. A suggested detour pathway for recreational rafters around the main bridge construction area is shown on the plans.

The recreational rafter detour plan includes all floating barrier(s), signage, fencing or other devices used to provide for the safe passage of recreational rafters through or around the construction site.

Add to section 12-4.03D:

Payments for Construction Area Signs and Traffic Control System includes temporary earthwork and furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work to prepare, install, maintain and remove the signs, barricades, fencing, floating barricade and other appurtenances shown on the Stage Construction Plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Replace section 12-3.36 with:

12-3.36 PORTABLE TRANSVERSE RUMBLE STRIPS

12-3.36A General

12-3.36A(1) Summary

Section 12-3.36 includes specifications for providing portable transverse rumble strips.

12-3.36A(2) Definitions

Not Used

12-3.36A(3) Submittals

Submit a copy of the manufacturer's instructions as an informational submittal before using portable transverse rumble strips.

12-3.36A(4) Quality Assurance

Not Used

12-3.36B Materials

Portable transverse rumble strips must:

1. Be on the Authorized Material List for signing and delineation materials
2. Be rated for ambient temperatures from 0 to 150 degrees F
3. Have a minimum weight of 75 pounds and withstand vehicles up to 80,000 pounds with minimal movement
4. Not degrade due to weather or traffic conditions
5. Have a non-slip textured surface
6. Have a drainage design that efficiently removes liquid without displacing the unit
7. Be black or orange in color

12-3.36C Construction

Install portable transverse rumble strips under the manufacturer's installation instructions.

Before installation of portable transverse rumble strips, the roadway must be cleaned and free of dust, sand, and other materials that may cause slippage. Place each portable transverse rumble strip on a uniform paved surface free of defects, including potholes, excessive rutting, separated transverse joints, and utility structures.

Portable transverse rumble strips, whether comprised of one segment or interlocking segments, must extend to the full lane width, and be configured in accordance with the manufacturer's recommendations. Use 2 arrays where each array consists of 3 rumble strips.

Portable transverse rumble strips must not be placed at any of the following locations:

1. On sharp horizontal curves
2. On vertical curves
3. Through pedestrian crossings

Portable transverse rumble strips are not required if:

1. Duration of work in a work zone is 4 hours or less
2. Posted speed limit is below 45 mph
3. Work is of emergency nature

The Contractor shall identify an individual to be a Data Submitter (DS) for this contract. All reports and data that must be submitted to the State Water Resources Control Board will be uploaded by the DS to the Storm Water Multi-Application and Report Tracking System (SMARTS) website for submittal to the state by the Engineer.

This project's risk level is 2.

Replace the first paragraph of section 13-3.01C(2)(a) "General" with:

Within 7 days of Contract award:

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

You must assign a QSD to develop and revise the SWPPP

The receiving water for this project is Cache Creek. The receiving water is listed with a TMDL as impaired for Mercury.

3. Use for Sediment TMDLs listed in Attachment H of the CGP. Note, Sediment TMDLs apply to North Coast RWQCB (Region 1) watersheds. Provide calculated preconstruction soil loss RUSLE2 output in items 9.1 and 9.3. Refer to table H-3 in the CGP for the water body's load allocation to complete item 9.2.

4. Use for Nutrient TMDLs or Metals and Toxics TMDLs listed in Attachment H of the CGP. Note, Nutrient TMDLs apply to Santa Ana RWQCB (Region 8) watersheds, and Metals and Toxics TMDLs apply to Los Angeles RWQCB (Region 4) and Santa Ana RWQCB (Region 8) watersheds. Provide calculated preconstruction soil loss RUSLE2 output.

Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):

The following RWQCBs will review the authorized SWPPP:

1. Central Valley Region

Add to the list in the 2nd paragraph of section 13-3.01C(2)(b)(v):

4. TMDL related pollutants

Add after the last paragraph of section 13-4.03C(1):

Refueling of equipment within the floodplain or within 300 feet of the waterway is prohibited. If critical equipment must be refueled within 300 feet of the waterway, spill prevention and countermeasures must be implemented to avoid spills. Refueling areas must be provided with secondary containment including drip pans and/or placement of absorbent material.

Do not store hazardous materials, pesticides, fuels, lubricants, oils, hydraulic fluids, or other construction-related potentially hazardous substances within a floodplain or within 300 feet of a waterway. Perform frequent inspections of construction equipment before utilizing it near surface waters to ensure leaks from the equipment are not occurring and are not a threat to water quality.

Replace section 13-3.04 "Payment" with:

The lump sum payment for "Prepare Stormwater Pollution Prevention Plan" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing, obtaining approval of, and amending the SWPPP under the direction of a QSD, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

Payments for "Prepare Stormwater Pollution Prevention Plan" will be made as follows:

1. Total of 50 percent of the item total upon authorization of the SWPPP
2. Total of 90 percent of the item total upon work completion
3. Total of 100 percent of the item total upon Contract acceptance

During each estimate period the Contractor fails to conform to the provisions in this section 13 "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans, in the SWPPP, or specified elsewhere in these Special Provisions as items of work, or fails to provide inspection report records, the County will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The County will return performance-failure withholds in the progress payment following the correction of noncompliance.

For each failure to submit a completed storm water annual report, the Department withholds \$10,000. This withhold is in addition to other performance failure withholds.

Replace section 13-4.04 "PAYMENT" with:

Unless there is a specific bid item, the lump sum payment for "Job Site Management" shall include full compensation for furnishing all labor, equipment, and materials, and for doing all the work involved in preparing the construction site monitoring program "CSMP", preparing all reports, installing, constructing, maintaining, removing, and disposing of water pollution control practices, inspecting and documenting SWPPP measures, including non-storm water management, management of irrigation water runoff from adjacent properties, and waste management of water pollution control practices, and no additional payment shall be made therefore.

Payments for "Job Site Management" shall be made as follows:

- A. 25% of the contract lump sum price will be paid with the first monthly progress payment, provided water pollution control measures are satisfactorily installed in accordance with the SWPPP.
- B. 50% of the contract lump sum price will be paid in proportion to number of elapsed working days during the progress pay period, as compared to the total number of working days allowed.
- C. 25% of the contract lump sum will be paid with the final pay estimate, provided the water pollution control work has been satisfactorily completed, removed and disposed and the final annual report has been submitted and approved.

Implementation of water pollution control practices in areas outside the County right of way not specifically provided for in the SWPPP or in these Special Provisions will not be paid for.

Delete the second paragraph in section 13-5.04.

Replace section 13-6.04 "PAYMENT" with:

Full compensation for providing all other temporary sediment control shall be considered as included in the contract prices paid for other items of work, unless a separate bid item is included.

Replace section 13-7.03 "Payment" with:

Full compensation for providing temporary tracking control, shall be considered as included in the contract prices paid for other items of work, unless a separate bid item is included.

Add to the end of section 13-11.01A:

Water quality monitoring applies to the following work activities whenever they occur in water:

1. Installation of temporary creek diversion or work trestle
2. Removal of temporary creek diversion or work trestle
3. Channel Contour grading
4. RSP installation
5. Pier 2 foundation construction
6. when performing any in-water work
7. during the entire duration of temporary surface water diversions
8. in the event Project activities result in any materials reaching surface waters
9. when any activities result in the creation of a visible plume in surface waters

The receiving water for this project is Cache Creek.

Replace 7th in the 1st sentence in the 1st paragraph of section 13-11.01C(3) with:

1st

Add between the 4th and 5th paragraphs of section 13-11.01D(2):

Test the receiving water under the test methods for the WQOs shown in the following table:

Water Quality Objectives

Quality characteristic	Test method	Detection limit (min)	Requirement
Turbidity during activities for in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	15 above natural background
Turbidity during activities excluding in-water work (NTU)	Field test with a calibrated portable instrument (Measured at downstream sampling location)	1	1. Where natural turbidity is less than 1 NTU, increases must not exceed 2 NTU. 2. Where natural turbidity is from 1 to 5 NTUs, increases must not exceed 1 NTU. 3. Where natural turbidity is from 5 to 50 NTUs, increases must not exceed 20 percent. 4. Where natural turbidity is from 50 to 100 NTUs, increases must not exceed 10 NTUs. 5. Where natural turbidity is greater than 100 NTUs, increases must not exceed 10 percent.
Settleable material (ml/L)	Observed	--	Greater than 0.1 ml/L

Sampling during in-water work or during the entire duration of temporary water diversions must be conducted according to Table 3 sampling parameters. The sampling requirements in Table 3 must be conducted upstream out of the influence of the Project, and approximately 300 feet downstream of the work area.

Parameter	Unit of Measurement	Type of Sample	Minimum Frequency
Turbidity	NTU	Grab	Every 4 hours

Visible construction related pollutants	Observations	Visual Inspections	Continuous throughout the construction period
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Visible construction-related pollutants include oil, grease, foam, fuel, petroleum products, and construction-related, excavated, organic or earthen materials.

MERCURY

Before construction activities, submit a mercury sampling plan for Central Valley Water Board staff approval. The plan must include procedures and descriptions of locations and frequency for aqueous methylmercury and sediment total mercury sampling. Aqueous methylmercury sampling must occur before construction and after construction is complete, at sampling points located upstream outside of the influence of the project, a minimum 300 feet downstream from the project area, and at one location in the middle of the project area. Before submittal of the commencement of construction notification, consult with Central Valley Water Board staff to establish the specific aqueous methylmercury monitoring locations. Aqueous methylmercury sampling must occur at the same locations throughout the sampling period. Sampling for total mercury in sediment must occur before construction activities for excavated material that will be placed as fill into waters of the state, and after construction activities are complete in areas that contain fine grained sediments (grain size less than 63 microns) that will be inundated. Samples must be representative of the entire depth and volume to be excavated. Before submittal of the commencement of construction notification, consult with Central Valley Water Board staff to establish the specific total mercury sediment monitoring locations. If the median concentration of total mercury on fine grained sediments (grain size less than 63 microns) is greater than 0.1 mg/kg [dry weight], submit for Executive Officer approval a mercury-contaminated sediment management plan. The mercury-contaminated sediment management plan must describe actions that will be implemented to isolate, remove, and/or prevent downstream transport of mercury-contaminated sediments once flows are reestablished in the graded areas. Implement the plan upon Executive Officer approval. After each sampling event, submit the laboratory results to Central Valley Water Board staff and upload the results to the California Environmental Data Exchange Network's website (<http://www.ceden.org/>). [Water Quality Monitoring Templates for data submittal can be found on the same website.](#)

Replace section 13-12 with:

13-12 TEMPORARY CREEK DIVERSION SYSTEMS

13-12.01 GENERAL

13-12.01A Summary

Section 13-12 includes specifications for constructing, maintaining, reconstructing, and removing temporary creek diversion system (TCDS), and restoring creek bed to original condition. The temporary diversion system is used to divert upstream water flows to allow construction in a dry or dewatered location.

The Yolo County Flood Control and Water Conservation District releases water from Clear Lake and Indian Valley Reservoir. These storage facilities lie upstream of the project site and utilize Cache Creek to deliver water to irrigated lands downstream of the project site. During the irrigation season the District's releases generally determine flow conditions in Cache Creek, which must be accommodated during construction, in addition to natural flows.

The USGS and DWR maintain a gaging station on Cache Creek at the Rumsey Bridge. Historical flow data at the Rumsey Bridge are available at <https://cdec.water.ca.gov/queryTools.html>. Select "Single Station" with a Station ID of "RUM" to access the data over desired dates. The Contractor is responsible for determining anticipated flow rates and designing the creek diversion system. Depending on the contractor's construction schedule, piped diversion systems may not be feasible given higher flow rates. Open channel diversions, or even elevated work trestles may be necessary to complete the work during the allowable channel work windows.

13-12.01B Definitions

Not Used

13-12.01C Submittals

13-12.01C(1) General

If used submit a certificate of compliance for:

1. pump system
2. seepage pumps
3. pipe material
4. gravel gradations, shape, bags
5. plastic sheeting
6. cofferdam materials

13-12.01C(2) Temporary Creek Diversion System Plan

Within 20 days of Contract approval, submit 3 copies of the Temporary Creek Diversion System Plan (TCDSP). The TCDSP must include:

1. Installation and removal process, including equipment, platforms for equipment, and access locations.
2. Anticipated flow rates.
3. Calculations supporting the sizing of piping, channels, pumps, or other conveyance by using FHWA HY-8 or other equivalent method. Calculate the discharge water flow rate and velocity anticipated where it discharges on any erodible surface, so its conveyance does not cause erosion within the project or at the discharge to the water body. Temporary culverts attached to banks, walls, or other locations must be designed to hold the full weight of the culvert at capacity and restrain the culvert for any expected hydraulic forces.
4. Plans showing locations of diversion, including layouts, cross sections, and elevations.
5. Materials proposed for use, including SDS if applicable.
6. Operation and maintenance procedures for the TCDS.
7. Restoration plans showing before and after conditions, including photos of existing conditions for areas disturbed during the installation, operation, and removal of the TCDS.
8. Monitoring and reporting plan to ensure applicable water quality objectives are met. This includes schedule of work including Temporary BMP implementation as part of the Construction Site BMP strategy, and SWPPP or WPCP as applicable. Use with section 13-3.01A.
9. Details of the pumping system, if used, including power source, debris handling, fish screens, and monitoring requirements.
10. The TCDS design must demonstrate how it will comply with section 13-12.03A, water tightness, and prevent seepage.
11. Contingency plan to remove workers, equipment, materials, fuels, and any other work items that will cause pollution or violation of PLACs during a rain event out of the flow area. Develop the contingency plan for when a 12-inch freeboard cannot be maintained and overtopping of the stream diversion and/or coffer dams may occur.
12. Fish passage plan, following the Caltrans Fish Passage Design for Road Crossings, CA Department of Fish and Wildlife (CDFW), CA Salmonid Stream Habitat Restoration Manual, and National Marine Fisheries Service (NMFS), Guidelines for Salmonid Passage at Stream Crossings, as required by the applicable PLACs.

If revisions are required, the Engineer notifies you of the date when the review stopped and provides comments. Submit a revised TCDSP within 15 days of receiving the comments. The Department's review resumes when a complete TCDSP has been resubmitted.

Submit an electronic copy on a read-only CD, DVD, or other Engineer-authorized data storage device and 4 printed copies of the authorized TCDSP.

If the RWQCB or other regulatory agency requires review of the authorized TCDSP, the Engineer submits it to the RWQCB for review and comment. If the Engineer orders changes to the TCDSP based on the RWQCB's comments, submit a revised TCDSP within 10 days.

All submittals which include plans, specifications, and calculations must be sealed and signed by a civil engineer registered in the State.

13-12.01D Quality Assurance

Not Used

13-12.02 MATERIALS

13-12.02A General

Not Used

13-12.02B Gravel

Gravel must:

1. Be river run gravel obtained from a river or creek bed with gradation of 100 percent passing a 3/4 inch sieve and 0 percent passing a 3/8 inch sieve
2. Be clean, hard, sound, durable, uniform in quality, and free of any detrimental quantity of soft, thin, elongated or laminated pieces, disintegrated material, organic matter, or other deleterious substances
3. Be composed entirely of particles that have no more than 1 fractured face
4. Have a cleanliness value of at least 85, as determined by California Test 227

13-12.02C Impermeable Plastic Membrane

Impermeable plastic membrane must be:

1. Single ply, commercial quality, polyethylene with a minimum thickness of 10 mils complying with ASTM D2103. You must use stronger plastic membrane if required as part of design to resist hydraulic forces.
2. Free of holes, punctures, tears or other defects that compromise the impermeability of the material.
3. Suitable for use as an impermeable membrane.
4. Resistant to UV light, retaining a minimum grab breaking load of 70 percent after 500 hours under ASTM D4355.

13-12.02D Gravel-Filled Bags

Gravel-filled bags must comply with section 13-5.02G.

The 2nd paragraph of section 13-5.02G does not apply.

13-12.02E Plastic Pipes

Plastic pipe must comply with section 61-3.01 and must:

1. Be clean, uncoated, in good condition free of rust, paint oil dirt or other residues that could potentially contribute to water pollution
2. Be adequately supported for planned loads
3. Use watertight joints under section 61-2.01.
4. Be made of a material or combination of materials that are suitable for clean water and which do not contain banned, hazardous or unlawful substances
5. For temporary pipes not reused on the project you may use the following materials:
 - 5.1. PVC closed-profile wall pipe must comply with ASTM F1803
 - 5.2. PVC solid wall pipe must comply with ASTM D3034, ASTM F679, AWWA C900, AWWA C905, or ASTM D2241 and cell class 12454 defined by ASTM D1784
 - 5.3. HDPE solid wall pipe must comply with AASHTO M 326 and ASTM F714
 - 5.4. Polyethylene large-diameter-profile wall sewer and drain pipe must comply with ASTM F894

13-12.02F Rock

Rock layer must comply with the table titled *Rock Gradation for 7-inch-thick Layer* in section 72-4.02.

13-12.02G Pumping System

Pumping system must:

1. Comply with section 74-2.02B
2. Be equipped with secondary containment
3. Be free of fuel and oil leaks
4. Meet intake screen regulatory requirements

13-12.02H Seepage Pumping System

If seepage occurs in the dewatered work area, the water must be removed by sump pumps as part of the TCDS.

Seepage pumping system must:

1. Comply with section 74-2.02B

2. Ensure discharge water conform with PLACs or is treated on site
3. Be free of fuel and oil leaks

13-12.021 Discharge Water Energy Dissipation and Erosion Control

Discharge water from pumps, pipes, ditches, or other conveyances must have BMPs to dissipate the flows and velocity of water discharged from the temporary diversion system if erosion would otherwise occur.

Energy dissipation measures:

1. May be plastic sheeting, flared end sections, rubber matting, or other materials appropriate for the design hydraulics
2. Must be anchored to prevent movement by expected flows
3. Must be removed when the TCDS is removed

13-12.03 CONSTRUCTION

13-12.03A General

All areas of temporary fill must have a liner between the bottom of the fill and the creek sediments. Remove all temporary fills and restore the channel bottom returned to its previous contours, following project implementation. Minor amounts of gravel that have sunk into the mud below the natural channel bottom may remain only if there is no accretion in bed elevation above the original contour.

Construction, use and removal of the TCDS is restricted to the time period from May 1 to October 31. If the work cannot be completed during the initial restricted time period, remove TCDS, restore the creek to original flow condition, and reconstruct the TCDS after May 1 of the following year. No work is allowed within the stream except during the restricted time period.

Do not use motorized equipment or vehicles in areas of flowing or standing water for the construction or removal of the TCDS in compliance with section 13-4.03.

Remove vegetation to ground level and clear away debris.

Place temporary or permanent fill as allowed by PLACs.

Place rock at outlet of diversion pipe under section 724.03, except motorized vehicles and equipment must not be used in areas of flowing or standing water.

Do not construct or reconstruct TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area.

Stop all work and remove all material and equipment from the creek between upstream and downstream of the TCDS if the 72-hour forecasts predict a 50 percent or greater chance of rain in the project area and the predicted rainfall is estimated to produce a flow rate exceeding the design capacity of the TCDS.

If the required freeboard cannot be maintained and overtopping may occur, implement contingency plan to remove all workers, equipment, and potential sources of pollution from the dry working area of the creek bed.

The TCDS must be constructed within the temporary impact footprint as described in the environmental commitments.

Lap and join joints between the edges of impermeable plastic membrane with commercial-quality waterproof tape with minimum 4-inch lapping at the edges.

Seal openings or penetrations through the impermeable plastic membrane with commercial quality waterproof tape.

The TCDS must be water tight to keep the work area dry for construction and prevent the creation of pollutants. Maintain all portions of the TCDS and fix leaks as soon as they are discovered.

Contact water agencies that discharge to the construction area to ensure that unexpected water is not discharged during construction which could compromise the TCDS.

13-12.03B Maintenance

Maintain the TCDS to provide a minimum freeboard of 12 inches between the water surface and the impermeable top of the TCDS.

disturbing activities should be identified and evaluated on-site by the qualified Consultant Archaeologist and Tribal Cultural Monitor. If previously unidentified cultural resources are identified during ground disturbance activities, work within 100 feet of the find will be halted and directed away from the discovery until the qualified Archaeologist Consultant assesses the potential significance of the resource in terms of eligibility for listing on the CRHR. If assessed as potentially eligible, the qualified Consultant Archaeologist, in consultation with the County, State Historic Preservation Officer, and the Yocha Dehe Wintun Nation, will make the necessary plans for treatment of the find(s).

Add to the 1st paragraph of section 14-2.03A:

4. Notify the Yocha Dehe Wintun Nation Tribal Cultural Resource Manager, Mr. Laverne Bill at (530) 796-3400.

Add to section 14-2.03A:

Before starting construction, arrange for cultural resource sensitivity training by the Yocha Dehe Wintun Nation Tribal Cultural Resource Manager, Mr. Laverne Bill at (530) 796-3400.

Add to section 14-2.03B:

Archaeological monitoring areas and areas of potential effects within, near, or straddling the project limits are shown in the Archaeological Survey Report.

The designation is an identifier such as AMA-1. Define the longitudinal extent under *Post mile limits*. Replace *Post mile limits* with *Station numbers* if appropriate. If needed, define lateral extent and other special features as part of the description.

Add section 14-2.05:

Full compensation for providing the services of a Consultant Archaeologist to implement the Archaeological Survey Report, conduct preconstruction training, conduct archaeologist monitoring, and ensure that the construction work and schedule complies with the requirements of the Archaeological Survey Report and these special provisions and various permits from resource agencies, implementing all mitigation measures, and documenting and reporting these activities shall be included in the payment made for "Contractor-Supplied Archaeologist", and no additional compensation will be allowed therefor. If previously unidentified cultural resources are located during ground disturbance activities, and additional monitoring by Consultant Archaeologist is required, only the additional monitoring work due to previously undiscovered resources will be considered extra work, which will be paid for by change order.

Add to the 1st paragraph of section 14-6.03A:

This project is within or near habitat for the regulated species shown in the following table:

Regulated Species

Valley Elderberry Longhorn Beetle
Foothill yellow-legged frog
Western Pond Turtle
Bald Eagle
Golden Eagle
Swainson's hawk
Burrowing owl
White-tailed kite
Loggerhead shrike
California yellow warbler
Yellow-breasted chat
Ring-tailed cat
Pallid bat
Western red bat
Raptors
Nesting swallows
Migratory Birds
Croch's Bumblebee

This project includes the sensitive habitats shown in the following table:

Sensitive Habitats

Cache Creek
Valley Foothill Riparian

Replace item 1 in the list in the 2nd paragraph of section 14-6.03A with:

1. Stop all work within a 100-foot radius of the discovery except as shown in the following table:

Regulated species	Protective radius
Elderberry Shrubs	20 feet
Raptors	1/2 mile
Burrowing Owl	
Swainson's Hawk	1/4 mile
Bald Eagle	660 feet
Golden Eagle	1/2 mile

Add to section 14-6.03A:

Species protection areas within the project limits are as specified in the following table:

Species Protection Areas

Identification name	Location
EB-1	See BA, Figure 4, transplanted Dec 2023, no protection required.
EB-2	See BA, Figure 4 protect in place with THV fence
EB-3	See BA, Figure 4 transplanted Dec 2023, no protection required.

Use the protocols for the corresponding regulated species shown in the following table:

Regulated species name	Protocol
Burrowing Owl	Burrowing Owl Survey Protocol and Mitigation Guidelines (California Burrowing Owl Consortium's April 1993 Burrowing Owl Survey Protocol and Mitigation Guidelines).
Swainson's Hawk	May 2000 "Swainson's hawk Technical Advisory Committee's Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley

Replace the 9th paragraph of section 14-6.03B with:

Bird Nests: It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the California Fish and Game Code. No vegetation or other substrate that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department of Fish and Wildlife (DFW) representative. If construction is scheduled during the breeding season then a breeding bird survey will be conducted no more than three (3) days before the start of construction by a DFW approved biologist. All active bird nests will be marked following the survey to avoid destruction by equipment. If nesting raptors are identified within the area, a non-disturbance buffer will be established around the nest site. The size of the non-disturbance buffer and any other restrictions will be determined through consultation with the DFW following completion of the survey.

If a lapse in project-related work of 15 days or longer occurs, another focused survey and if required, consultation with the DFW and USFWS, shall be required before project work can be reinitiated. If, during the course of carrying out the project, an active nest is identified or becomes established, that was not previously identified during a breeding bird survey, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project. If birds are confirmed to be nesting within a 1/4 mile of the project site a report will be filed with the DFW through the California Natural Diversity Database (CNDDDB).

Add to section 14-6.03C:

Regulated fish are anticipated adjacent to bridge no.22C0195. Implement the following protection measures:

1. Install exclusionary material, a cofferdam, or a combination of both
2. Provide a Contractor-supplied biologist to relocate the fish if relocation is allowed

Relocate the regulated fish as soon as possible to a location with suitable habitat at least 100 feet downstream of the work area.

Handle regulated fish to minimize stress by:

1. Keeping the fish in water to the maximum extent possible during relocation
2. Keeping the fish in cool, shaded, and aerated water while in captivity
3. Protecting the fish from excessive noise, handling, temperature variation, jostling, or overcrowding while in captivity
4. Removing the fish from water only when releasing them
5. Segregating young-of-year salmonids into separate containers from older salmonids and other aquatic predators

Exclusion material must be 0.25-inch stretched mesh.

Exclude fish from the work area in the following sequence:

1. Install exclusion materials and remove as many fish as possible.
2. Install a cofferdam or water bypass.
3. Gradually dewater the work area.
4. Remove the remaining fish using one or a combination of seining, baited minnow traps, and dip net and hand removal.

Maintain exclusion material and cofferdams such that regulated fish are prevented from entering the work area.

The pump screen's approach velocity must not exceed 0.33 feet per second.

Add to section 14-6.03D(1):

A Contractor-supplied biologist who performs specialized activities must have demonstrated field experience working with the regulated species or performing the specialized task. The biologist must have experience that complies with the requirements shown in the following table:

Specialized activity/species	Requirements
Bats	The minimum qualifications for bat biologist include at least 3 years of experience in conducting bat habitat assessments, night-time emergence surveys, and acoustic monitoring. The biologist must have adequate experience identifying local bat species (visual and acoustic identification), type of habitat, and differences in roosting behavior and types (i.e., day, night, maternity).

Survey the job site for regulated species and submit a pre-construction survey report within 14 days before starting work.

Conduct a pre-construction and post-construction survey of the elderberry shrub not directly impacted as a result of the proposed project. The pre-construction survey will document the conditions of the elderberry shrub before construction activities and document compliance with mitigation measures. The post-construction survey will verify that no additional impacts to the elderberry shrub took place due to the proposed project.

Conduct a survey within 5 days before the initiation of in-channel construction activities for the species to confirm its status (i.e., presence/absence) within the project area.

Conduct a pre-construction survey within 3 days before any ground disturbance and document the presence or absence of burrowing owls.

If a lapse in project-related work of fourteen (14) calendar days or longer occurs, complete another focused survey before Project work can be reinitiated.

Conduct pre-construction surveys for bats a minimum of ten (10) calendar days before the beginning of Project-related activities and before each subsequent construction phase, if applicable. The pre-construction survey must be performed at potential roost structures forty-five (45) minutes before sunset and continue to the survey until two (2) hours after sunset. A minimum of three (3) emergence surveys within a seven (7) daytime period must be conducted. Submit results of the survey to CDFW within two (2) business days of survey completion.

No earlier than February 15th of each calendar year, in which the bridge is to be removed or new bridge is to be installed, conduct no less than two (2) non-lethal surveys, a minimum of three (3) weeks apart, for the presence of Crotch's bumblebee (*Bombus crotchii*) within the project areas extending upstream and downstream for a distance of 180 feet from the centerline of the roadways across Cache Creek and the placement location for the new bridge construction.

Within three (3) days before the start of construction, conduct a survey consistent with the 2012 Staff Report on Burrowing Owl Mitigation (CDFW, March 7, 2012).

The contractor-supplied biologist must document survey results in a memo report format to the County.

If the surveys for species noted above identify regulated species, the contractor shall implement appropriate conservation measures, as determined by the contractor-supplied biologist, the NES, and regulating agencies. These measures may include, but are not limited to, establishing a construction-free buffer zone in coordination with the DFW, biological monitoring of regulated species, and delaying construction activities in the vicinity of regulated species, as described in more detail in the environmental documents for the project. These documents are available as Supplemental Project Information as described in section 2-1.06B.

The preconstruction survey report must include one of the following:

1. Detailed observations and locations where regulated species were observed
2. Statement that no regulated species were observed
3. Conditions of Elderberry shrub

Submit an initial monitoring report as an informational submittal within 12 hours after starting ground-disturbing activities.

Submit monitoring reports as required by PLACs.

Submit a biological resource incident report within 24 hours of the incident.

The incident report must include:

1. Description of any take of regulated species or any violation of a biological resource PLAC
2. Species name and number taken
3. Details of required notifications with contact information
4. Corrective actions proposed or taken
5. Disposition of taken species

Submit an annual monitoring report no later than January 15 following each year of construction.

The annual monitoring report must include:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Submit a final monitoring report no later than 20 days after completion of the project. If the report requires revisions, the Department provides comments. Submit a revised report within 7 days of receiving comments. The final monitoring report must be a cumulative report including:

1. Start and end dates of construction
2. Project impacts on the regulated species
3. Species protection measures and implementation details
4. Incidental take details, including species name, number taken, people contacted, contact information, and disposition of taken species
5. Assessment of the effectiveness of the species protection measures in mitigating project impacts
6. Recommendations for improving species protection measures

Replace section 14-6.03D(3) with:

14-6.03D(3) Biological Resource Information Program

Prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program must include:

1. Identification of the job site, ESAs, and species protection areas
2. Description of the regulated species and its general ecology
3. Description of habitats used by the regulated species and their locations
4. Requirements for protecting regulated species
5. Definition and consequences of take of regulated species
6. Response plan for encounters with the regulated species or a species that looks like one
7. Permit requirements for touching or moving a regulated species
8. Requirements for species protection
9. Description of avoidance and minimization measures
10. Handout materials about the regulated species, its habitats, and species protection measures

A Contractor-supplied biologist must develop the program and present the biological resource training.

Submit an outline of your program within 7 days after Contract approval. If the submittal is rejected, submit a revised outline within 7 days of receiving the rejection.

Allow 15 days for the Department's review of your outline of the program.

Notify the Engineer at least 7 days before the 1st training session. Submit an attendance list with the printed and signed name of each attendee within 2 business days after each session. Submit a separate attendance list for each subsequent training session for new personnel.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than 30 minutes.

Provide a handout that describes the regulated species, their habitats, and protection measures as listed in species protection or in PLACs.

Distribute the handout to each attendee. Display and maintain the handout at all construction field offices and on all information boards.

Add section 14-6.03E:

Full compensation for providing the services of a qualified biologist to conduct preconstruction surveys, ensuring that the construction work and schedule complies with the requirements of these special provisions and various permits from resource agencies, implementing all mitigation measures, and documenting and reporting these activities shall be included in the payment made for "Contractor-Supplied Biologist", and no additional compensation will be allowed therefor. If an active nest is discovered during the preconstruction survey, and continual monitoring by a qualified biologist is required by DFW in order for the project to continue, only the biological monitoring work for an active nest will be considered extra work, which will be paid for by change order.

Replace section 14-6.05 with:

14-6.05 INVASIVE SPECIES CONTROL

Section 14-6.05 includes specifications for preventing the introduction and spread of invasive species to and from the job site.

Comply with section 13-4.03E(3).

At least 2 business days before using vehicles and equipment on the job site, submit a signed statement that the vehicles and equipment have been cleaned of soil, seeds, vegetative matter, and other such debris that may introduce or spread invasive species. The statement must include:

1. List of the vehicles and equipment with identifying numbers
2. Date of cleaning for each vehicle and piece of equipment
3. Description of the cleaning process
4. Measures to be taken to ensure the vehicles and equipment remain clean until operation at the job site

5. Verification that the equipment has not been operated in waters known to be infested by aquatic invasive species

Update the list of vehicles and equipment as needed.

Clean the following vehicles and equipment before operation at the job site:

1. Excavators
2. Loaders
3. Graders
4. Haul trucks
5. Water trucks
6. Cranes
7. Tractors
8. Trailers
9. Dump trucks
10. Waders

All equipment used for off-road construction activities will be clean and weed-free prior to entering the project site. Any mulches or fill used will be weed free. Any seed mixes or other vegetative material used for revegetation of disturbed sites will consist of locally adapted native plant materials to the extent practicable.

Implement the following protection measures prior to entering the jobsite:

1. Before entering, pressure wash your vehicles and equipment:
 - 1.1. At a temperature of 140 degrees F
 - 1.2. With a minimum nozzle pressure of 2,500 psi
 - 1.3. With a minimum fan tip angle of 45 degrees
2. Thoroughly scrub personal work equipment and tools, such as boots, waders, hand tools, and any other equipment used in water at the job site, using a stiff-bristled brush to remove any organisms. Decontaminate the equipment by one of the following methods:
 - 2.1. Immerse the equipment in water at a temperature of 140 degrees F for at least 5 minutes. If necessary, weigh down the equipment to keep it immersed in the water.
 - 2.2. Freeze the equipment to a temperature of 32 degrees F or colder for at least 8 hours.
 - 2.3. Thoroughly dry the equipment in a weed-free area for at least 48 hours.
3. Clean personal work equipment, and tools over drip pans or containment mats at the job site. Collect and contain the wastewater. Dispose of the wastewater at a waste management facility.

Replace Reserved in section 14-6.06 with:

14-6.06 BAT AND BIRD EXCLUSION DEVICES

14-6.06A General

14-6.06A(1) Summary

Section 14-6.06 includes specifications for exclusion devices to prevent:

1. Roosting of bats.
2. Nesting of migratory birds and nongame birds.

Use exclusion devices at the following locations:

1. Temporary structures if required to construct the project
2. Existing Arch Structure prior to demolition
3. Areas identified during the pre-construction survey for nesting of migratory and nongame birds
4. Areas listed in the PLAC.

14-6.06A(2) Definitions

temporary structure: Protective covers, falsework, scaffolding, or similar components required to construct the project

nesting season: The dates the Department anticipates nesting or attempted nesting. Comply with Section 14-6.03B.

day roost: A roost site that bats utilize during daylight hours for resting and pup rearing including abutment joints, span hinge joints, bent joints, bridge cavities, deck drains and any access or openings to cells of box girders. Day roosting occurs April 1 through September 15.

night roost: A roost site bats use during hours of darkness for resting including any portion of a structure or components of that structure.

continuous construction presence: Actual construction activity or personnel presence, or equivalent construction noise of at least 85 dBA hourly average measured from the source to the receptor no fewer than 5 days each week for at least 8 daylight hours per day.

14-6.06A(3) Submittals

Submit an exclusion plan prepared by a qualified biologist to the Engineer. Allow 10 days for review.

Implement exclusions measures before the bridge construction during the period of March 1 to April 15 or August 31 to October 15.

Do not start jobsite activities until the plan is authorized.

The exclusion plan must include:

1. Title sheet
2. Table of contents
3. Exclusion devices to be used to exclude bats and nesting birds
4. Location and schedule of exclusion devices
5. Disposal method for partially constructed and unoccupied nests
6. Daily inspection and maintenance schedule
7. Methods of maintenance, including types of adhesive tape and/or sealants for repair, bioacoustic deterrent, and visual deterrent devices
8. PLAC requirements
9. Materials, with consideration of the Department research study described in the Information Handout, Methods for Excluding Cliff Swallows from Nesting on Highway Structures

14-6.06A(4) Quality Assurance

Monitor the effectiveness and maintenance of the exclusion devices as described in the PLAC.

If a nest becomes established during the nesting season:

1. Do not remove the nest.
2. Immediately contact the Engineer for evaluation and discussions of possible actions to avoid disrupting the nesting activity.

14-6.06B Materials

Materials for bird exclusion must be one or a combination of the following:

1. Polytetrafluorethylene (PTFE) sheeting.
2. Acoustical deterrent
3. Visual deterrent
4. Other materials authorized by the engineer.

You may not use devices that include netting.

Material for bat exclusion must be one or a combination of the following:

1. Backer rod
2. Expansion foam
3. Non-toxic foamed concrete (similar to Aircrete, Foamcrete or Cellular Lightweight Concrete)
4. Steel wool
5. Other materials authorized by the engineer

One-way doors must be:

1. Smooth-walled PVC pipe measuring minimum 2 inches in diameter
2. Have a clear plastic collapsible sleeve attached to the end facing away from structure

Exclusion devices and one-way doors must be installed to withstand the elements including wind and rain.

14-6.06C Construction

Install exclusion devices:

1. For temporary structures, at the time of erection.
2. For existing structures:
 - 2.1 Prior to the start of construction.
 - 2.2 During the non-nesting season and non-day roosting time period.
3. To completely block bat and bird access to the bridge or temporary structure, including its exterior girders and overhang.
4. For areas identified during the pre-construction survey for nesting of migratory and nongame birds

A qualified biologist must oversee installation, maintenance and removal of the exclusion device.

During the nesting season, nest removal is not allowed. If attempted nesting occurs during the nesting season, you may remove the nest material prior to the nests becoming one-third complete.

During the non-nesting season, nest removal is allowed.

Clean bat and bird waste or other debris from the contact surfaces of the bridge girders before installing the exclusion devices.

Install bat exclusion devices 2 hours after sunset and when the ambient air temperature is at least 45 degrees Fahrenheit.

Install one-way doors:

1. So they extend no more than 1/4 inch into the opening.
2. At a downward angle when placed on a horizontal opening.
- 3.. As determined by the Biologist.

Leave one-way doors in place for 7 days; if the qualified biologist confirms bats are not present, remove the one-way door and seal the opening.

Monitor weekly to maintain and repair devices.

Upon completion of the work, remove exclusion devices.

14-6.06D Payment

Not Used

Replace the 2nd paragraph of section 14-8.02 with:

Noise from job site activities must not exceed 86 dBA Lmax at 50 feet from the job site activity from 7:00 p.m. to 7:00 a.m. each day, and the noise level produced by the traffic on or by the construction activity can't exceed 52 dBA Leq interior noise levels in school facilities as defined under St & Hwy Code § 216.

The simultaneous operation of multiple construction equipment within 100 feet of residences shall be prohibited.

Add to the end of section 14-9.02:

The US EPA has established the National Emission Standards for Hazardous Air Pollutants (NESHAP). Under the Health & Safety Code § 39658(b)(1), your demolition and rehabilitation activities must comply with 40 CFR 61, Subpart M (National Emission Standard for Asbestos).

Asbestos survey and sampling has not been done. Perform asbestos testing before demolition. Payment for testing is included in the payment for Bridge removal. If asbestos is found, removal and disposal will be paid by change order work.

You must notify the Yolo-Solano Air Quality Management District at least 10 business days prior to commencing work of your demolition activities even if the activities will not disturb asbestos-containing material. The Yolo-Solano Air Quality Management District requires a Certified Asbestos Consultant assessment to be included in the written notification of demolition activities, regardless of the presence or absence of asbestos.

You may obtain the notification form, submittal instructions, and other information from:

YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
ASBESTOS NOTIFICATION
1947 GALILEO CT. #103
DAVIS, CA 95618
FAX: (530) 757-3670
<https://www.ysaqmd.org/rules-compliance/asbestos/>

Instead of the 10 days specified at the website, submit a notification form to the Yolo-Solano Air Quality Management District at least 15 days before starting demolition or rehabilitation activities.

Submit a copy of the notification form and the necessary attachments as informational submittals before starting demolition or rehabilitation activities.

If you discover unanticipated asbestos-containing material during the demolition or rehabilitation activities, immediately stop work in that area and notify the Engineer. The Department will use other forces to remove and dispose of the material. Do not resume work in the area until authorized.

Notify the Engineer and Yolo-Solano Air Quality Management District of a change to your demolition or rehabilitation activities, including a revised work plan or the discovery of unanticipated asbestos-containing materials, within 2 business days of the change or discovery.

Add after the 2nd paragraph of section 14-11.12A:

This project includes removal of yellow thermoplastic traffic stripe that will produce hazardous waste residue.

Add after the 1st paragraph of 14-11.12E:

After the Engineer accepts the analytical test results, dispose of yellow thermoplastic and yellow paint hazardous waste residue at a Class 1 disposal facility located in California 30 days after accumulating 220 lb of residue.

If less than 220 lb of hazardous waste residue and dust is generated in total, dispose of it within 90 days after the start of accumulation of the residue.

Replace *Reserved* in section 14-11.13D with:

If an inadvertent discovery of cultural materials (e.g. unusual amounts of shell, animal bone, glass, ceramics, structure/building remains, etc.) is made during project-related construction activities, ground disturbances in the area of the find must be halted until the contractor-supplied archaeologist can be consulted. The archaeologist must determine whether the resource is potentially significant per the CRHR and develop appropriate mitigation to protect the integrity of the resource and ensure that no additional resources are impacted. If the contractor-supplied archaeologist's evaluation concludes that the resource(s) are associated with Native American artifacts or culturally sensitive resources the County must contact the Yocha Dehe Wintun Nation and in consultation with their designated monitors, the site will be evaluated for cultural significance and to determine proper disposition of any artifacts or culturally sensitive resources. Mitigation could include, but not necessarily be limited to preservation in-place, archival research, subsurface testing, or contiguous block unit excavation and data recovery.

If paleontological resources (i.e., fossils) are discovered during project construction, all work within 100 feet of the discovery site must stop until a qualified paleontologist can assess the importance of the find and recommend appropriate treatment. Yolo County will be responsible for ensuring that recommendations regarding treatment are implemented.

In the event that any human remains or any associated funerary objects are encountered during construction, all work will cease within the vicinity of the discovery. In accordance with CEQA (Section 1064.5) and the California

Health and Safety Code (Section 7050.5), the county coroner should be contacted immediately. If the human remains are determined to be Native American, the coroner will notify the Native American Heritage Commission and the Yocha Dehe Wintun Nation, who will notify and appoint a Most Likely Descendent (MLD). The MLD would have the responsibility to work with a qualified archaeologist to decide the proper treatment of the human remains and any associated funerary objects.

PRELIMINARY - NOT FOR CONSTRUCTION

Add to the beginning of section 19-3.03B(1):

For piles at locations with structure excavation (Type D), ground or surface water is expected to be encountered but seal course concrete is not needed.

Add between the 8th and 9th paragraphs of section 19-3.03E(1):

For bridge no. 22C0195, Pier 2 and Pier 3 are in a waterway or water channel.

Add to section 19-3.04:

Structure excavation for footings at locations not shown as structure excavation (Type D) and where ground or surface water is encountered is paid for as structure excavation (bridge).

Pervious backfill material placed within the limits of payment for bridges is paid for as structure backfill (bridge). Pervious backfill material placed within the limits of payment for retaining walls is paid for as structure backfill (retaining wall).

Replace the 2nd paragraph of section 19-5.03B “Relative Compaction (95 Percent)” with:

Compact the full width and depth of the embankment to at least 95% relative compaction.

Replace the 3rd paragraph of section 19-6.03A “General” with:

During roadway excavation and when constructing an embankment on an existing roadway, pulverize, water, grade, and compact the existing roadbed to 95% relative compaction before placing new material.

Add to the end of section 19-7.02C:

Import borrow must:

1. Have 100% passing a 3-inch sieve,
2. Have an Expansion Index (EI) less than 50
3. Have a Sand Equivalent (SE) greater than 20.
4. Have an R-value of at least 20
5. Be weed free
6. Be free of debris and organic material

Process the imported borrow to comply with the grading requirements.

PRELIMINARY - NOT FOR CONSTRUCTION

21 EROSION CONTROL

Add to the end of the 1st paragraph of section 21-2.02P:

Straw must be certified weed free from the harvest site by the local County Agricultural Commission or the Department of Food and Agriculture.

DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Add to section 39-2.01A Hot Mix Asphalt (Summary):

HMA shall be Type A. The asphalt binder mixed with aggregate for HMA Type A shall be Grade PG64-10 or PG64-16. The aggregate for HMA Type A shall comply with ½" grading.

Replace the third paragraph of section 39-2.01A(3)(b)(i) Job Mix Formula with:

If you cannot submit a Caltrans-verified JMF or a JMF verified by an independent laboratory on a Caltrans Hot Mix Asphalt Verification form dated within 12 months before HMA Production, the Engineer verifies one proposed JMF or JMF renewal for each HMA type and aggregate size specified at the Department's cost.

Section 39-2.01A(3)(c) Quality Control Plan is deleted.

Replace the tenth paragraph of section 39-2.01A(4)(b) Job Mix Formula with:

For each HMA type and aggregate size specified, the Engineer verifies up to 1 proposed JMF submittal including a JMF adjusted after verification failure. If you submit more than 1 JMF for each type of HMA and aggregate size, the Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer.

Replace the first paragraph of section 39-2.01A(4)(h)(viii) Density Cores with:

Density cores will be required only when requested by the Engineer, and may be required at any time prior to acceptance. This does not relieve the Contractor of the obligation to take density cores required for startup testing. At the Engineer's request, take one 4- or 6-inch diameter density cores for every 250 tons of HMA from random locations the Engineer selects. Take density cores in the Engineer's presence, and backfill and compact holes with authorized material. Before submitting a density core, mark it with the density core's location and place it in a protective container.

Add between the 1st & 2nd paragraphs of section 39-2.01A(4)(i)(ii) In-Place Density:

For the purposes of determining the percent of theoretical maximum density for HMA for determining any reduced payment factors, the Engineer may use the average of 3 nuclear gage densities for each 250 tons of in-place HMA.

Replace section 39-2.01C(3)(c) with:

39-2.01C(3)(c) Prime Coat

Apply a slow-setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal/sq yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

Replace the second paragraph of section 39-2.01D Payment with:

Payment for tack coat is included in the payment for hot mix asphalt.

Add to section 39-2.01D Payment:

Payment for prime coat is included in the payment for hot mix asphalt.

Replace *Reserved* in section 39-2.02B(3) Asphalt Binder with:

The grade of asphalt binder for Type A HMA must be 64-10 or PG64-16. The aggregate for HMA Type A must comply with 1/2" grading.

For Type A HMA using RAP substitution of greater than 15 percent of the aggregate blend, the virgin binder grade must comply with the PG binder grade specified above with 6 degrees C reduction in the upper and lower temperature classification.

For Type A HMA using RAP substitution of 15 percent or less of the aggregate blend, the grade of the virgin binder must comply with the PG binder grade specified above.

Replace section 39-2.02D Payment with

The weight of each HMA mixture designated in the Bid Item List must be the combined mixture weight.

"HMA, (Type A, 1/2)" shall be measured by the ton. The contract price paid per ton for "HMA, (Type A, 1/2)" includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in placing HMA pavement, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the 1st batch and after weighing the last batch.
4. Time, date, mix number, load number, and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

**DIVISION VI STRUCTURES
48 TEMPORARY STRUCTURES**

Add to the end of section 48-1.01:

You may construct a temporary bridge to facilitate demolition of the existing bridge and/or facilitate construction of the new bridge.

The location of a temporary bridge or bridges is subject to the approval of the Engineer.

If you choose to construct a temporary bridge, you are responsible for designing, constructing, maintaining, and removing the temporary bridge and roadways, and restoring site conditions within the footprint of the temporary bridge and roadway work to pre-construction conditions.

A temporary bridge and roadways must be configured as to not preclude the recreational rafter detour around the site.

A method of containment must be used below any temporary bridge, trestle, boardwalk, and/or other stream crossing structure to prevent any debris or spills from falling into the waters of the state. Containment must be maintained and kept clean for the life of the temporary stream crossing structure.

A temporary bridge design must comply with section 48-2 and all permitting requirements.

Removal of a temporary bridge must comply with section 60-2, except removal of piling, piers, abutments, footings, and pedestals must be removed down to elevation 396.0.

If you choose to construct a temporary bridge, submit shop drawings in accordance with the requirements in section 48-2.01C(2).

If used, the payment for temporary bridges is included in the price paid for Temporary Creek Diversion Systems. The bid price must include installation and removal over multiple seasons if required.

Replace "Reserved" in section 48-7 with:

48-7 TEMPORARY SHORING

48-7.01 GENERAL

Design criteria for temporary support shoring and temporary bracing must comply with section 48-3.02B.

Include any temporary embankments and excavation required for the shoring system shown or required as part of your work operations.

You are responsible for designing, constructing and maintaining safe and adequate temporary shoring to support all loads imposed, including traffic loads. Use the latest version of the Caltrans Trenching and Shoring Manual as your basis of design.

Submit 5 sets of working drawings and one set of calculations for temporary shoring. The working drawings must be signed by an engineer who is registered as a civil engineer in the State of California.

48-7.02 MATERIALS

You must select and provide the material used to construct the temporary shoring.

48-7.03 Construction

Not Used

48-7.04 PAYMENT

Temporary shoring is paid for as a lump sum regardless of how much is required for the project.

49 PILING

Replace the first paragraph of section 49-1.01C(1) with:

Before installing piles at Piers 2 and 3 near the recreational rafter detour, submit a work plan of the measures to be used to provide for the safety of the public.

Add to section 49-1.03:

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
Bridge no.	Support location	
22C0195	Abut 1&4, Pier 2&3	Ground water, caving/sloughing soils, medium to very dense coarse grained soils and soft to hard fine grained soils, clays, sands, gravels, cobbles, variable drilling conditions including alternating between soft and hard drilling techniques.

Temporary casing, and full-length temporary casing installed with rotators/oscillators may be used to control caving/sloughing soils as outlined in section 11.3.5 in the foundation report.

Replace section 49-3.02A(3)(a) with:

49-3.02A(3)(a) General

Submit as an informational submittal the proposed drilling equipment operational capacities or descriptions for:

1. Downward force in lb
2. Torque in ft-lb
3. Rotational speed in rpm
4. Rate of penetration in ft/hr
5. Number and type of drilling cutters or drilling teeth on drilling tool

Add to section 49-3.02A(3):

49-3.02A(3)(I) Experience Qualifications

At least 15 days before the start of CIDH concrete pile construction, submit as an informational submittal the following experience qualifications in compliance with section 49-3.02A(4)(f):

1. List of CIDH concrete pile installations performed by the drilling contractor. The submittal must include:
 - 1.1. Project description
 - 1.2. Name and phone number of the owner
 - 1.3. CIDH pile plans
 - 1.4. Log of test borings
 - 1.5. Estimated dates of major CIDH pile installation activities
 - 1.6. CIDH pile acceptance testing reports
2. List of on-site foremen and drill rig operators who will perform the CIDH concrete pile work and a summary of each individual's experience. The submittal must include:
 - 2.1. Detailed summary of each individual's experience in CIDH pile excavation operations and placement of assembled reinforcing cages and concrete
 - 2.2. Experience from at least 3 relevant projects, including:
 - 2.2.1. Project Description
 - 2.2.2. Date of work
 - 2.2.3. Actual work performed
 - 2.2.4. Name and phone number of a reference person for each project
 - 2.3. Proof of on-site foremen and drill rig operators experience qualifications

Add to section 49-3.02A(4):

49-3.02A(4)(f) Experience Qualifications

The drilling contractor must have successfully constructed at least 3 separate foundation projects in the last 5 years. The foundation projects must:

1. Have CIDH piles of similar or larger diameter and depth, and installed under similar substructure conditions to this contract
2. Demonstrate experience with drilling fluids and successful construction of CIDH piles under the wet conditions

Each on-site foremen and drill rig operator must have 2 years of experience installing CIDH concrete piles on at least 3 projects. The CIDH pile foundations must be of similar or larger diameter and depth, and installed under similar subsurface conditions to this contract.

On-site foremen experience must be supervising construction of CIDH concrete pile foundations. Indirect supervision of on-site CIDH concrete pile construction operations is not acceptable.

Drill rig operator experience must be in construction of CIDH concrete pile foundations.

Add to section 49-3.02B(6)(c):

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac	CETCO 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

OFFICES OF BRIDGE DESIGN
P.O. BOX 168041
MS# 9-4/11G
SACRAMENTO, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

SlurryPro CDP

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 67.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–120 ≤ 70
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

Super Mud

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	32–60 ≤ 60
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac synthetic slurry must comply with the requirements shown in the following table:

Shore Pac

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	33–132 ≤ 118
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

PRELIMINARY - NOT FOR CONSTRUCTION

Terrigel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

Terrigel or Novagel Polymer

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 67.0 ^a ≤ 64.0 ^a
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	45–104 ≤ 104
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

BIG-FOOT

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	≤ 64.0 ^a ≤ 64.0 ^a
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	30–125 55–114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	≤ 1.0

NOTE: Slurry temperature must be at least 40 °F when tested.

^aIf authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

AA

80 FENCES

Replace section 80-2.02A with:

80-2.02A General

Posts must be metal.

AA

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Replace *Reserved* in section 82-6 with:

The plans indicate 2 locations for decorative metal art that needs to be salvaged and brought to the property owner. Salvage the 2 decorative metal animal art located on the project plans, remove from site without damage and transport it to the location listed below. Before beginning removal, contact the property owner Chet Lloyd.

Mr. Chet Lloyd
14515 County Road 41 / 14530 County Road 41A
Rumsey, CA 95679
(530) 796-3702

The lump sum payments for "Salvage Decorative Metal Art (Metal Post)" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work to prepare, remove the metal art, and transport it to the property owner as specified in these Special Provisions, and as directed by the Engineer.

AA

83 RAILINGS AND BARRIERS

Replace section 83-2.04A with:

83-2.04A General

83-2.04A(1) General

83-2.04A(1)(a) Summary

Section 83-2.04A includes general specifications for constructing terminal systems. Select any TL-2 rated Inline Terminal System that will fit within the project constraints and are shown on the Caltrans website (<https://dot.ca.gov/programs/safety-programs/mash>) list of approved MASH devices at the time of bid.

83-2.04A(1)(b) Definitions

Not Used

83-2.04A(1)(c) Submittals

Submit a certificate of compliance for each model of terminal system installed.

At least 10 days before installation, for each model of terminal system used on the project, submit at least 2 copies of the following:

1. Manufacturer's:

- 1.1. Installation manuals with installation checklists
 - 1.2. Maintenance manuals
 - 1.3. List and drawing of parts and surfaces that cannot be stained or coated if surface treatment is specified
2. Installation locations for each model

For each terminal system installed, submit a completed manufacturer's checklist within 10 days of installation.

83-2.04A(1)(d) Quality Assurance

Use personnel trained by the manufacturer to install each terminal system. A record of training provided by the manufacturer may be requested by the Engineer at any time.

83-2.04A(2) Materials

Not Used

83-2.04A(3) Construction

Use the same type of post and block as described for the guardrail downstream of the terminal if allowed by the manufacturer.

If surface treatment is specified, comply with terminal system manufacturer's requirements.

Confirm terminal location and layout with Engineer prior to installation.

Use the approved manufacturer installation manual as described in the manufacturer approval letter obtained from the following website:

<http://dot.ca.gov/safety-programs/mash>

Install terminal systems under the manufacturer's installation instructions.

For each model of terminal system being installed, have a copy of the installation manual and the Department's authorized manufacturer drawings onsite and available for reference.

As each terminal system is installed, complete the manufacturer's installation checklist and include the following:

1. Contract number
2. Name of installation Contractor
3. Type of terminal system installed
4. Flare offset used in layout
5. Date of installation
6. Location on the project by post mile, and by station if stationing is shown
7. Name and signature of person completing the checklist

If a terminal ends with a post at an element splice, use a 9'-4-1/2" or 15'-7-1/2" rail element to transition to mid-post splices.

Identify each terminal system installed by painting the terminal system type in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5 or as directed. Use black metallic acrylic resin type paint applied to a clean dry surface.

Install and backfill posts, steel foundation tubes, and soil tubes used in terminal systems under the manufacturer's recommendations and section 83-2.02C(1)(b).

83-2.04A(4) Payment

Not Used

Add to section 83-3.04:

Concrete barrier (Type 842A) is paid for as concrete barrier (Type 842). Payment for two 2" Sch 40 PVC conduits, caps and expansion couplers are included in the price paid for Concrete Barrier (Type 842). Conduits must be continuous. Extend conduit past the end of wingwalls and cap at each end. Provide expansion couplers at the BB/EB joints that can accommodate at least 3" of movement.

Replace Reserved in section 83-11.04 with:

The plans indicate 1 location for concrete barrier that needs to be salvaged and brought to Rumsey Town Hall. Salvage the concrete barrier and signage located on the project plans, remove from site without damage and transport it to (and unload at) the following location listed below. Before beginning bridge removal, contact Rumsey Town Hall.

Rumsey Town Hall
Rumsey Improvement Association
14380 Manzanita St.
Rumsey, CA 95679
(530) 796-2285
<https://www.therumseytownhall.com/contact>

The lump sum payments for “Salvage Concrete Barrier (Portion)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work to prepare, remove the concrete barrier, and transport it to (and unload at) the address listed above as specified in these Special Provisions, and as directed by the Engineer.

The plans indicate concrete barrier (Type K) that needs to be salvaged and brought to 292 West Beamer Street in Woodland, California. Salvage the concrete barrier (Type K) located on the project plans, remove from site without damage and transport it to the following location listed below. Before beginning removal, contact Ron Hayes or Ed Medina.

Ron Hayes
(530) 666-8024
ron.hayes@yolocounty.org

Ed Medina
Ed.Medina@yolocounty.org

292 West Beamer Street
Woodland, CA 95695.

The lump sum payments for “Salvage Concrete Barrier (Type K)” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work to prepare, remove the concrete barrier (Type K), and transport it to the address listed above as specified in these Special Provisions, and as directed by the Engineer.

PRELIMINARY - NOT FOR CONSTRUCTION

PROPOSAL CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidder's submittals should include, but are not limited to, the following proposal forms:

ITEM	CHECKED
1. Proposal (Bid)	_____
1a. Bid Item List Schedule	_____
2. Exhibit 12-B Bidder's List of Subcontractors (DBE and NON-DBE) Part 1	_____
3. Equal Employment Opportunity Certification	_____
4. Public Contract Code Section 10285.1 Statement	_____
5. Public Contract Code Section 10162 Questionnaire	_____
6. Public Contract Code Section 10232 Statement	_____
7. Noncollusion Declaration	_____
8. Debarment and Suspension Certification, Title 49	_____
9. Non-lobbying Certification for Federal-Aid Contracts	_____
10. Certification and Signature	_____
11. Bidders Bond	_____
12. Construction Contract DBE Commitment, Exhibit 15-G	_____
13. DBE Good Faith Efforts, Exhibit 15-H	_____
14. Exhibit 12-B Bidder's List of Subcontractors (DBE & Non-DBE) Part 2 (not selected)	_____
15. Iran Contracting Act Certification	_____
16. Public Works Contractor Registration Certification	_____

PRELIMINARY - NOT FOR CONSTRUCTION

Items number 12, 13 and 14 may be submitted with the proposal or must be submitted to the County by the apparent low bidder, second low bidder, and third low bidder by 4:00pm on the fourth business day after the bid opening in accordance with these Special Provisions.

**PROPOSAL TO
COUNTY OF YOLO
DEPARTMENT OF COMMUNITY SERVICES, PUBLIC WORKS DIVISION,
FEDERAL AID PROJECT NO. BRLO- 5922(077)
WORK ORDER NO. 4576**

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 proposal is submitted is for construction in conformance with the Special Provisions (including the payment of not less than the State general prevailing wage rates or Federal minimum wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2024, the California Department of Transportation Standard Specifications, dated 2024, 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 February 24, 2025 and are entitled:

**COUNTY OF YOLO
DEPARTMENT OF COMMUNITY SERVICES, PUBLIC WORKS DIVISION,
NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS, PROPOSAL AND CONTRACT FOR CONSTRUCTION OF
COUNTY ROAD 41 BRIDGE OVER CACHE CREEK REPLACEMENT PROJECT**

FEDERAL AID PROJECT
BRLO-5922(077)
COUNTY WORK ORDER 4576

The project plans for the work to be done were approved February 24, 2025 and are entitled:

**PROJECT PLANS FOR
COUNTY ROAD 41 BRIDGE OVER CACHE CREEK REPLACEMENT PROJECT 22C-0195**

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

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

In case of discrepancy between the 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 percentagewise the unit price or item total in the County of Yolo'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 Yolo, and that discretion will be exercised in the manner deemed by the County of Yolo to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Yolo respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the 2 bonds in the sums required by the State Contract Act, with surety satisfactory to the County of Yolo, Director of the Department of Community Services, Public Works Division, within 5 working days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Yolo, Director of the Department of Community Services, Public Works Division, that the contract has been awarded, the County of Yolo may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of the security accompanying this proposal shall operate and the same shall be the property of the County of Yolo.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and the undersigned proposes, and agrees if this proposal is accepted, that the bidder will contract with the County of Yolo, 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 the bidder will take in full payment therefor the following prices, to wit:

BID ITEM LIST

Item No.	Item Code	Item Description	Unit	Quantity	Unit Price (In figures)	Total (In figures)
1	066999	CONSTRUCTION STAKING	LS	LUMP SUM		
2	070030	LEAD COMPLIANCE PLAN	LS	LUMP SUM		
3	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM		
4	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM		
5	120120	TYPE III BARRICADE	EA	8		
6	129000	TEMPORARY RAILING (TYPE K)	LF	60		
7	129090	TEMPORARY ALTERNATIVE CRASH CUSHION	EA	1		
8	130100	JOB SITE MANAGEMENT	LS	LUMP SUM		
9	130300	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM		
10	130320	STORM WATER SAMPLING AND ANALYSIS DAY	EA	8		
11	130330	STORM WATER ANNUAL REPORT	EA	2		
12	130680	TEMPORARY SILT FENCE	LF	1400		
13	130710	TEMPORARY CONSTRUCTION ENTRANCE	EA	1		
14	130900	TEMPORARY CONCRETE WASHOUT	LS	LUMP SUM		
15	131103	WATER QUALITY SAMPLING AND ANALYSIS DAY	EA	16		
16	131104	WATER QUALITY MONITORING REPORT	EA	4		
17	131105	WATER QUALITY ANNUAL REPORT	EA	2		
18	131201	TEMPORARY CREEK DIVERSION SYSTEMS	LS	LUMP SUM		
19	141103	REMOVE YELLOW THERMOPLASTIC TRAFFIC STRIPES (HAZARDOUS WASTE)	LF	75		
20	146002	CONTRACTOR-SUPPLIED BIOLOGIST (LS)	LS	LUMP SUM		
21	146004	FISH PROTECTION	LS	LUMP SUM		
22	146005	CONTRACTOR-SUPPLIED ARCHAEOLOGIST (LS)	LS	LUMP SUM		
23	146008	BAT AND BIRD EXCLUSION	LS	LUMP SUM		
24	160110	TEMPORARY HIGH-VISIBILITY FENCE	LF	1400		
25	170103	CLEARING AND GRUBBING (LS)	LS	LUMP SUM		
26	190101	ROADWAY EXCAVATION	CY	2620		
27	F 192003	STRUCTURE EXCAVATION (BRIDGE)	CY	134		
28	F 192020	STRUCTURE EXCAVATION (TYPE D)	CY	69		

29	F	193003	STRUCTURE BACKFILL (BRIDGE)	CY	126		
30		198010	IMPORTED BORROW (CY)	CY	2340		
31		210252	BONDED FIBER MATRIX (SQFT)	SQFT	67000		
32		210350	FIBER ROLLS	LF	5280		
33		210610	COMPOST (CY)	CY	65		
34		260203	CLASS 2 AGGREGATE BASE (CY)	CY	880		
35		390132	HOT MIX ASPHALT (TYPE A)	TON	500		
36		398300	REMOVE BASE AND SURFACING	CY	230		
37		480600	TEMPORARY SHORING	LS	LUMP SUM		
38		490580	PERMANENT STEEL CASING	EA	2		
39		490607	48" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	291		
40		490616	84" CAST-IN-DRILLED-HOLE CONCRETE PILING	LF	202		
41		500001	PRESTRESSING CAST-IN-PLACE CONCRETE	LS	LUMP SUM		
42	F	510053	STRUCTURAL CONCRETE, BRIDGE	CY	662		
43	F	510054	STRUCTURAL CONCRETE, BRIDGE (POLYMER FIBER)	CY	297		
44	F	510085	STRUCTURAL CONCRETE, APPROACH SLAB (TYPE EQ)	CY	21		
45		519093	JOINT SEAL ASSEMBLY (MR 3")	LF	49		
46	F	520102	BAR REINFORCING STEEL (BRIDGE)	LB	299521		
47		600097	BRIDGE REMOVAL	LS	LUMP SUM		
48		665012	12" CORRUGATED STEEL PIPE (.079" THICK)	LF	26		
49		703450	WELDED STEEL PIPE CASING (BRIDGE)	LF	60		
50		710132	REMOVE CULVERT (LF)	LF	27		
51		723015	ROCK SLOPE PROTECTION (2T, CLASS B, METHOD A)	CY	4500		
52		729012	ROCK SLOPE PROTECTION FABRIC (CLASS 10)	SQY D	2600		
53		780600	METAL PLAQUE MOUNTED ON BOULDER	LS	LUMP SUM		
54		800001	FENCE (TYPE BW, METAL POST)	LF	1000		
55		801220	15' WIRE MESH GATE	EA	1		
56		803020	REMOVE FENCE	LF	720		
57		810230	PAVEMENT MARKER (RETROREFLECTIVE)	EA	26		
58		820220	REMOVE MARKER	EA	3		
59		820455	SALVAGE DECORATIVE METAL ART (METAL POST)	LS	LUMP SUM		

60		820610	RELOCATE ROADSIDE SIGN	EA	9		
61		820760	FURNISH SINGLE SHEET ALUMINUM SIGN (0.080"-UNFRAMED)	SQFT	6.3		
62		820840	ROADSIDE SIGN - ONE POST	EA	1		
63		839544	TRANSITION RAILING (TYPE AGT)	EA	4		
64		839586	IN-LINE TERMINAL SYSTEM	EA	4		
65	F	839746	CONCRETE BARRIER (TYPE 842)	LF	872		
66		839759	SALVAGE CONCRETE BARRIER (TYPE K)	LF	60		
67		839791	SALVAGE CONCRETE BARRIER (PORTION)	LS	LUMP SUM		
68		840502	THERMOPLASTIC TRAFFIC STRIPE (ENHANCED WET NIGHT VISIBILITY)	LF	4220		
69		840516	THERMOPLASTIC PAVEMENT MARKING (ENHANCED WET NIGHT VISIBILITY)	SQFT	70		
70		999990	MOBILIZATION	LS	LUMP SUM		
71		066015	FEDERAL TRAINEE PROGRAM	LS	LUMP SUM		
72		066596	ADDITIONAL WATER POLLUTION CONTROL	LS	LUMP SUM		

(S) – Specialty (LS) – Lump Sum

(F) – Final Pay Item

TOTAL BASE BID AMOUNT, FOR ALL BID ITEMS (In figures): \$ _____

TOTAL BASE BID AMOUNT IN WORDS:

PRELIMINARY - NOT FOR CONSTRUCTION

NOTE: ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK

"TOTAL BASE BID AMOUNT" is the sum of the Item Total columns, and is to be shown below the Bid Item List.

Exhibit 12-B: Bidder's List of Subcontractors (DBE and Non-DBE) Part 1

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

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

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

PRELIMINARY - NOT FOR CONSTRUCTION

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____, proposed subcontractor _____, hereby certifies that he has _____, has not _____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

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

PRELIMINARY - NOT FOR CONSTRUCTION

PUBLIC CONTRACT CODE
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance 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 checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the bidder to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In conformance 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.

PUBLIC CONTRACT CODE 10232 STATEMENT

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

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal 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.

PRELIMINARY - NOT FOR CONSTRUCTION

NONCOLLUSION DECLARATION

TO BE EXECUTED

BY

BIDDER AND SUBMITTED WITH BID

(Title 23 United States Code Section 112 and

Public Contract Code Section 7106)

To the COUNTY OF YOLO

DEPARTMENT OF COMMUNITY SERVICES, PUBLIC WORKS DIVISION

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the undersigned bidder declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state)

Note: The above Noncollusion Declaration is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

PRELIMINARY - NOT FOR CONSTRUCTION

**NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS**

The undersigned certifies, by signing and submitting this bid or proposal, to the best of the bidder's knowledge and belief, that:

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

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

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

PRELIMINARY - NOT FOR CONSTRUCTION

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

Accompanying this proposal is _____

(NOTICE: INSERT THE WORDS "CASH (\$ _____)," "CASHIER'S CHECK,"
"CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.)

in amount equal to at least ten percent (10%) of the total of the bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

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

License No. _____ Classification(s) _____

ADDENDA

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

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Engineer's Estimate sheets that were received as part of the addenda.)

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Declaration 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



Signature of Bidder

Printed Name of Bidder

Here

Printed Title of Bidder

Business Address _____
Printed

Place of Business _____
Printed

Place of Residence _____
Printed

**COUNTY OF YOLO
DEPARTMENT OF COMMUNITY SERVICES, PUBLIC WORKS DIVISION
BIDDER'S BOND**

We, _____
_____ as Principal, and

as Surety are bound unto the County of Yolo, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for

**NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS, PROPOSAL AND CONTRACT FOR CONSTRUCTION OF
COUNTY ROAD 40 BRIDGE OVER CACHE CREEK REPLACEMENT PROJECT FEDERAL AID PROJECT BRLO-
5922(117)**

for which bids are to be opened at 292 West Beamer Street, Woodland on _____
(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____

Principal

Surety
By _____
Attorney-in-fact

(Attach Attorney-in-Fact Certificate)

PRELIMINARY - NOT FOR CONSTRUCTION

Notary 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

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally

Date

Name And Title Of Officer (e.g. "Jane Doe, Notary Public")

appeared _____, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
 Corporate Officer

_____ Title(s)

_____ Title or Type of Document

- Partner(s) Limited
 General

_____ Number of Pages

- Attorney-In-Fact
 Trustee(s)
 Guardian/Conservator

_____ Date of Document

Other:

Signer is representing:

Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

EXHIBIT 15-G Construction Contract DBE Commitment

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

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

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

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

INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Cost Proposal Due Date _____ PE/CE

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

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

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

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

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

Publications	Dates of Advertisement

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

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

PRELIMINARY - NOT FOR CONSTRUCTION

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

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

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

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

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

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

PRELIMINARY - NOT FOR CONSTRUCTION

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

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

Name of Agency/Organization	Method/Date of Contact	Results

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

PRELIMINARY - NOT FOR CONSTRUCTION

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

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

FEDERAL PROJECT NUMBER:

Photocopy this form for additional firms.

Subcontractor Name & Location	Line Item & Description	Subcontract Amount	Percentage of Bid Item Subcontracted	Contractor License Number	DBE (Y/N)	DBE Cert Number	Annual Gross Receipts	
				DIR Reg Number				
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
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City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	
NAME							< \$1 million	
							< \$5 million	
							< \$10 million	
City, State							< \$15 million	
							Age of Firm in years	

PRELIMINARY - NOT FOR CONSTRUCTION

Distribution – Original: Local Agency File; Copy: DLAE w/Award Package

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The County has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the project does not exceed \$1,000,000.

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and if currently registered as a contractor with the Department of Industrial Relations, is registered as follows:

Name of Bidder: _____

DIR Registration Number: _____

DIR Registration Expiration: _____

Small Project Exemption: _____ Yes or _____ No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

Bidder shall maintain a current DIR registration for the duration of the project.

Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

PRELIMINARY - NOT FOR CONSTRUCTION

JOINT APPRENTICESHIP COMMITTEE PARTICIPATION CERTIFICATION

The County has adopted a Joint Apprenticeship Committee (JAC) participation requirement for certain public projects estimated to cost more than one-million dollars (\$1,000,000). A JAC means an apprenticeship program comprised of an equal number of employer and employee representatives approved by the State of California Division of Apprenticeship Standards. This JAC requirement is in addition to the apprenticeship requirements of the Prevailing Wage Laws.

To satisfy the County’s JAC participation requirement, Contractors must submit evidence satisfactory to the Procurement Manager or the Procurement Manager’s designee that they participate in a JAC by being a signatory to a JAC or employ registered apprentices dispatched by a JAC. Such evidence may be in the form of a signed letter from a JAC confirming the Contractor is a signatory to a JAC or has hired registered apprentices who are active participants of a JAC.

By signing below, Contractor acknowledges the County’s JAC participation requirement and certifies that it satisfies this requirement. Failure to submit this form and attach evidence of compliance with this requirement shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: _____

Signature: _____

Name and Title: _____

Date: _____

Occupation(s)/Trade(s)/Craft(s):

Name of JAC: _____

Include Attachment – JAC Letter or other evidence of JAC participation

PRELIMINARY - NOT FOR CONSTRUCTION

ACKNOWLEDGMENT RE: HEALTH CARE EXPENDITURE REQUIREMENT

As set forth in the County’s Policy on Procurement, the County has adopted the following requirement regarding Health Care Expenditures for certain public projects estimated to cost more than one million dollars (\$1,000,000):

Each Contractor with construction craft employees shall make health care expenditures for each such employee in an amount per hour worked on the Covered Project equivalent to at least the hourly pro rata cost of a Covered California Platinum level plan for two 40-year-old adults and two dependents 0 to 14 years of age for the Covered California rating area in which the development is located. Qualifying expenditures shall be credited toward compliance with prevailing wage payment requirements up to the amount determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code. Health care expenditures in excess of that amount shall not be so credited. “Health care expenditures” include contributions under Sections 501(c) or (d) or 401(a) of the Internal Revenue Code and payments toward “medical care” as defined under Section 213(d)(1) of the Internal Revenue Code. A Contractor that is signatory to a valid collective bargaining agreement that requires payment of at least the prevailing wage, participation in a joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees shall be deemed in compliance. A Contractor without construction craft employees shall show a contractual obligation that its subcontractors comply with this paragraph.

The Project is a “Covered Project” and subject to this health care expenditure requirement.

By signing below, Contractor acknowledges that Contractor has read and will comply with this health care expenditure requirement or, alternatively, that Contractor is a signatory to a valid collective bargaining agreement, which requires payment of at least the prevailing wage, participation in joint labor-management apprenticeship program, and the provision of health care payments for all construction craft employees.

Failure to submit this acknowledgment form shall result in a determination that the bid is non-responsive.

Name of Contractor Submitting Bid: _____

Signature: _____

Name and Title: _____

Date: _____

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board’s policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the “Regulation”). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder’s fleet, and/or that of their subcontractor(s) (“Fleet”) is true and correct:

- The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).
- The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Best Best & Krieger LLP

COUNTY OF YOLO, CALIFORNIA

CONTRACT AGREEMENT NO. _____ County Work Order No. 4576

THIS CONTRACT, (“Contract”) made and entered into this _____ day of Month, 2025, between the COUNTY OF YOLO (“COUNTY” or “County”), a political subdivision of the State of California, and _____, (“CONTRACTOR” or “Contractor”), a California corporation.

ARTICLE I. CONTRACTOR shall, at its own cost and expense, 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 Director of the Department of Community Services, the work described in the Notice to Bidders, Project Plans and Special Provisions described below, including any addenda thereto, and also in accordance with the California Department of Transportation Standard Plans, dated 2024, (hereinafter referred to as Caltrans Standard Plans), the California Department of Transportation Standard Specifications, dated 2024, as amended by the Revised Standard Specifications (hereinafter referred to as Caltrans Standard Specifications), the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, the General Prevailing Wage Rates, CONTRACTOR’s proposal (including bid forms), and CONTRACTOR’s payment and performance bonds, which said Notice to Bidders, Project Plans and Special Provisions, Caltrans Standard Plans, Caltrans Standard Specifications, Labor Surcharge and Equipment Rental Rates, General Prevailing Wage Rates, CONTRACTOR’s proposal (including forms), and CONTRACTOR’s payment and performance bonds are hereby specially referred to and by such reference made a part hereof.

The Project Notice to Bidders, Special Provisions and Plans for the work to be done are dated February 22, 2025 and are entitled:

NOTICE TO BIDDERS,
PLANS AND SPECIAL PROVISIONS, PROPOSAL AND CONTRACT
FOR CONSTRUCTION COUNTY ROAD 41 BRIDGE OVER CACHE CREEK REPLACEMENT PROJECT
FEDERAL PROJECT NO. BRLO-5922(077), COUNTY WORK ORDER NO. 4576.

These Notice to Bidders, Project Plans and Special Provisions are hereby made a part of this Contract.

ARTICLE II. The CONTRACTOR shall provide the materials and perform the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III. The statement of prevailing wages appearing in the General Prevailing Wage Rate Determinations are hereby specifically incorporated by reference. The Federal minimum wage rates are attached hereto as Exhibit B and incorporated herein by this reference. When the two rates differ for similar kinds of labor, the CONTRACTOR shall pay not less than the higher rate. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this Contract and the bid or proposal of said CONTRACTOR, then this Contract shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith. In the event of any conflict between any of the provisions of this Contract and the bid or proposal of CONTRACTOR, the provision that requires the highest level of performance from CONTRACTOR for the COUNTY’S benefit shall prevail.

ARTICLE IV. By my signature hereunder, as CONTRACTOR, I certify that I am aware of the provisions of Section 3700 et seq. of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.

CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the work required by this Contract.

In addition, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its officers, agents, employees and volunteers in accordance with the Special Provisions.

ARTICLE VI.

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the COUNTY and CONTRACTOR at their respective addresses as follows:

To CONTRACTOR:

To COUNTY: Yolo County
Department of Community Services, Public Works Division
Attention: Mark Christison
292 West Beamer Street
Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To CONTRACTOR:

To COUNTY: (530) 666-8156

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

ARTICLE VII. CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements or, as consistent with the Caltrans Standard Specifications and all other applicable laws from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and

the whole thereof, in the manner and according to the Project Plans and Specifications, and the requirements of the Engineer under them, to wit:

CONTRACT PRICE SCHEDULE

(INFORMATION ONLY, NOT TO BE COMPLETED WITH BID)

Item No.	Item Code	Item Description	Unit	Quantity	Unit Price	Total

TOTAL PRICE: \$ _____

ARTICLE VIII. CONTRACTOR expressly acknowledges that CONTRACTOR is fully cognizant of, fully understands, and unreservedly agrees that, except as specifically modified by the Special Provisions, all provisions of the Caltrans Standard Specifications are absolutely controlling and equally applicable.

ARTICLE IX. CONTRACTOR shall obtain and maintain, at its sole cost and expense, the insurance described in the Special Provisions throughout the entire term of this Contract.

ARTICLE X.

A. It is understood and agreed by all the parties hereto that CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the COUNTY and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of the COUNTY. CONTRACTOR hereby indemnifies and holds the COUNTY harmless from any and all claims that may be made against the COUNTY based upon any contention that an employer-employee relationship exists by reason of this Contract.

B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR's assigned personnel shall have any right to act on behalf of the COUNTY in any capacity whatsoever as an agent or to bind the COUNTY to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR's assigned personnel.

ARTICLE XI. In the performance of the services required by this Contract, CONTRACTOR shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Contract shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Contract shall be filed in a California Superior Court located in Woodland, California.

ARTICLE XII. The Federal Contract Provisions for Federal-Aid Construction Contracts (Form FHWA-1273) appearing in the Special Provisions is hereby physically incorporated into this Contract.

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action.

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

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

d. *Fringe benefits not expressed as an hourly rate.*

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

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

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

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s), or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

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

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

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

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

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1, of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section. In the sum currently provided in 29 CFR 5.5(b)(2)⁴ for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

⁴ \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

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

(2) A contracting agency for its procurement costs;

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

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

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

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

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

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

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

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

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

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

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

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

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

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

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

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

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**
This provision is applicable to all Federal-aid projects funded
under the Appalachian Regional Development Act of 1965.

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

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

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

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

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

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

ARTICLE XIII. This Contract, including all exhibits expressly incorporated therein, constitutes the entire agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract.

ARTICLE XIV. This Contract may be amended only by written instrument signed by the COUNTY and CONTRACTOR.

ARTICLE XV. Contractor certifies that any service provided pursuant to this Contract shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Contract, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

ARTICLE XVI. Upon its execution, this Contract (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

ARTICLE XVII. Time is of the essence in performing the Contract. The CONTRACTOR shall begin work within 15 calendar days after the issuance of the Notice to Proceed. The work shall be diligently prosecuted to completion before the expiration of 270 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed. The CONTRACTOR shall pay to COUNTY the sum of \$6,800 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

PRELIMINARY - NOT FOR CONSTRUCTION

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands the year and date first above written.

COUNTY:
County of Yolo

CONTRACTOR:

By: _____
Todd N. Riddiough, Director of Public Works
Yolo County
Department of Community Services

By: _____

Name: _____

Title: _____

Licensed in accordance with an act providing for the registration of
CONTRACTORS, License No. XXXXXXXX
Federal Employer Identification Number _____

Approved as to Form:
Philip J. Pogledich, County Counsel

By: _____
Kimberly E. Hood, Chief Assistant County Counsel

PRELIMINARY - NOT FOR CONSTRUCTION

EXHIBIT A

Insurance Requirements

1. INSURANCE

- a. During the term of this Contract, Contractor shall at all times maintain, at its expense, the following coverages and requirements:
- i. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
 1. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
 2. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
 4. Professional Liability (Errors and Omissions) (If applicable, see below)
 - ii. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:
 1. Commercial General Liability – \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).
 2. Automobile Liability – \$1,000,000 per accident for bodily injury and property damage
 3. Professional Liability/Malpractice/Errors and Omissions – \$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)
 4. Workers' Compensation – Statutory Limits/Employers' Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Contract; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
 - iii. Other Insurance Provisions
 1. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]
 2. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
 3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.
 4. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement

that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- iv. The limits of Insurance required in this Contract may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.
 - v. Said policies shall remain in force through the life of this Contract and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Contract and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
 - vi. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Contract, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Contract as set forth above are available throughout the performance of this Contract.
 - vii. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.
 - viii. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.
 - ix. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Contract.
 - x. For any claims relating to this Contract, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- b. Prior to commencing services pursuant to this Contract, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.
 - c. During the term of this Contract, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Contract. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
 - d. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Contract including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to

the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

- e. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Contract, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

PRELIMINARY - NOT FOR CONSTRUCTION