



BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

**NOTICE TO BIDDERS
CONTRACT
AND
SPECIAL PROVISIONS
FOR**

*BUTTE REGIONAL OPERATION CENTER
OFFSITE CONSTRUCTION*

IN

*BUTTE COUNTY
326 HUSS DRIVE
CHICO, CALIFORNIA*

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

Bid Opening Date & Time: 10:00 AM, July 10th, 2014

**Bid Opening Location: Butte County Association of Governments
2580 Sierra Sunrise Terrace, Suite 100
Chico, California 95928**

The special provisions contained herein have been reviewed and approved for construction by

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

Jon A. Clark


EXECUTIVE DIRECTOR

6-16-14
DATE

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

NORTHSTAR ENGINEERING

Ross M. Simmons, PE 68511


PROJECT CIVIL ENGINEER

6-16-14
DATE



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APPENDICIES: (BOOK #3)

APPENDIX A

American Railway Engineering and Maintenance of Way Association (AREMA) Specifications – Manual for Railway engineering, latest Edition (html reference only provided);

<http://www.arema.org/publications/mre/index.aspx>

APPENDIX B

Union Pacific Railroad (UPRR) Company Technical Specifications for Construction of Industrial Tracks

APPENDIX C

California Public Utilities Commission (CPUC) General Orders (html reference only provided);

<http://www.cpuc.ca.gov/PUC/documents/go.htm>

APPENDIX D

Track Safety Standards of the Federal Railroad Administration; (html reference only provided)

<http://www.fra.dot.gov/Page/P0010>

APPENDIX E

- 1) Geotechnical Engineering Investigation Report for the Butte Regional Transit Operations Center. By Holdredge & Kull, May 17, 2012.
- 2) Design Memorandum, “Recommendations for Subgrade Soil Stabilization Using Lime Treatment” by Holdredge & Kull, August 27, 2013.
- 3) “Limited Environmental Soil Assessment Results” by Holdredge & Kull, May 15, 2014.

APPENDIX F

- 1) U.S. Army Corps 404 permit Letter (SPK-2012-01307), July 11, 2013.
- 2) U.S. Fish & Wildlife Service Letter (08ESMF00-2013-I-0340-1), May 07, 2013.
- 3) Central Valley Regional Water Quality Control Board 401 Permit (WDID# 5A04CR00226), September 11, 2013.
- 4) Department of Fish & Wildlife (CA) 1600 Streambed Alteration Agreement (1600-2013-0167-R2) August 24, 2013.

APPENDIX G

- 1) Permit to Enter & Construct (Hegan Lane Partners), May 30, 2013.
- 2) Permit to Enter & Construct (Little Foot LLC), June 11, 2013.
- 3) City of Chico Encroachment Permit Process Letter (72173), June 9, 2013

APPENDIX H

Federal Minimum Wage Rate Tables to be used on this project.

NOTICE TO BIDDERS

Sealed proposals for the work shown on the plans entitled:

**BUTTE COUNTY ASSOICATION OF GOVERNMENTS
OFFSITE PLANS FOR
AZTEC DRIVE EXTENSION &
COMMANCHE CREEK STORM DRAINAGE OUTFALL**

General work description: The project consists of the completion of Aztec Drive paving and grading work, which includes the extension of water, sewer, storm drain and utility joint trench. The storm drain work continues beyond the limits of Aztec drive to the new outfall structure in Comanche Creek, an active water way which falls under the jurisdiction of the California Dept. of Fish & Wildlife. The storm drain extension beyond the limits of Aztec drive includes a bore & jack under an active railway spur.

Important Dates:

- First day of advertisement and plan availability: 8:00 AM June 16 2014
- **MANDATORY** prime contractor pre-bid meeting: 10:00 AM June 30, 2014 at the project site (2702 Aztec Lane at internal gate to Sierra Nevada Facility near rail spur & creek – end of gravel road)
- Questions from Contractors must be received by BCAG (in writing) before: 5:00 PM July 1, 2014
- Final Bid addendum will be issued before: 5:00 PM July 7, 2014
- Bids must be received @ BCAG offices **before:** 10:00 AM July 10, 2014

The DBE Contract goal is; 7.0 %

Bidders are advised that, as required by federal law, BCAG has established a DBE goal. This Agency contract is considered to be part of the DBE goal. The Agency is required to calculate and report DBE usage for all Federal - aid contracts each year so that attainment efforts may be evaluated.

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

The contractor shall possess a Class A license at the time this contract is awarded. This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990. Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

Plans and bid documents may be obtained for a **NONREFUNDABLE FEE of \$ 155.00** for 24" x 36" size and will be available through ARC Document Solutions, 801 Broadway, Sacramento, CA 95818. Phone: 916-443-1322. Fax: 916-442-5305. E-mail: sac.planwell@e-arc.com. Inquire with Plan-well Department or order direct via the internet; <http://www.e-arc.com/ca/sacramento> . Shipping and Handling Charges are not included in the price of the Plans and Bid documents, and will apply if mailed and are determined by ARC Document Solutions at the time of ordering. The documents included in the set will consist of one hard copy of each of the Bid Documents and Plan set. A compact disc only of all plans, bid documents and "Supplemental Information are also available through ARC Document Solutions for **\$ 135.00**. Plan and bid documents are posted on the BCAG website under "Popular Links"

and “Current IFBs” at www.bcag.org. All addendums will be posted through ARC Document Solutions and on the BCAG website.

Plans bid documents may be examined at the Butte County Association of Governments Office, located at 2580 Sierra Sunrise Terrace Chico, California. Copies of all bid documents are to be requested and obtained through ARC Document Solutions. Technical Questions should be directed to the BCAG offices in Chico, CA, contact Andy Newsum PE, Deputy Director, email anewsum@bcag.org , Fax 530-879-2444. Responses to questions will be addressed in combination with the designer and contract manager as appropriate. Questions and Requests for Information will not be responded to beginning 2 calendar days prior to bid opening. The Butte County Association of Governments affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises (DBE) will be afforded full opportunity to submit bids in response to this invitation. The successful bidder shall furnish a payment bond and a performance bond.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Butte County Association of Governments address and available from the California Department of Industrial Relations’ Internet web site at <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth elsewhere in this book and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Future effective general prevailing wage rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements elsewhere in this book. 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. BCAG will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate, which most closely approximates the duties of the employees in question.

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

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

Jon A. Clark



EXECUTIVE DIRECTOR

6-16-14

DATE

**INFORMATION ONLY, NOT TO BE COMPLETED WITH BID
BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
CONTRACT**

THIS AGREEMENT, made and concluded, in duplicate, _____,
this _____ day of _____, Two Thousand and Fourteen between the Butte County
Association of Governments thereof, party of the first part, and

(Contractor), party of the second part.

ARTICLE I.--WITNESSETH, That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the 2 bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Butte County Association of Governments the work described in the special provisions and the project plans described below, including any addenda thereto, and also in conformance with the California Department of Transportation Standard Plans, the Standard Specifications, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which said special provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The **special provisions** for the work to be done are dated 6-16-14 and are entitled:

**BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
NOTICE TO BIDDERS CONTRACT AND SPECIAL PROVISIONS
FOR
BUTTE REGIONAL OPERATIONS CENTER OFFSITE PLANS
IN
BUTTE COUNTY
326 HUSS DRIVE
CHICO, CALIFORNIA**

The **project plans** for the work to be done were approved 6-5-14, and are entitled:

**BUTTE COUNTY ASSOICATION OF GOVERNMENTS
OFFSITE PLANS FOR
AZTEC DRIVE EXTENSION &
COMMANCHE CREEK STORM DRAINAGE OUTFALL**

The project plans are to be supplemented with the most current Caltrans Standard Plans and specifications dated 2010, Caltrans special provisions and revisions to those standards, and City of Chico Standard Plans as specified in the Special Provisions and Project Plans.

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

ARTICLE II.--The said party of the first part hereby promises and agrees with the said Contractor to employ, and does hereby employ, the said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III.--The State general prevailing wage rates determined by the Director of Industrial Relations are hereby made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or bid of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

ARTICLE IV.--By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self insurance in conformance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE V.--And the said Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the **BUTTE COUNTY ASSOCIATION OF GOVERNMENTS** and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the plans and specifications, and the requirements of the Engineer under them, to wit:

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
1	WATER POLLUTION CONTROL	LS	LUMP SUM		
2	JOB SITE MANAGEMENT	LS	LUMP SUM		
3	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM		
4	MOBILIZATION	LS	LUMP SUM		
5	TEMPORARY RAILROAD SPUR CROSSING	LS	LUMP SUM		
6	REMOVE ASPHALT CONCRETE	SF	2750		
7	PAVEMENT GRINDING	SF	370		
8	CLEARING AND GRUBBING	LS	LUMP SUM		
9 (F)	EARTHWORK	CY	3250		
10	LIME STABILIZED SOIL	SY	6260		
11	AGGREGATE BASE (CLASS 2)	CY	2200		
12	HOT MIX ASPHALT (TYPE A)	TON	1680		
13	CONCRETE SIDEWALK S-1	SF	4990		
14	CONCRETE VERTICAL CURB & GUTTER S-2	LF	2535		
15	CONCRETE DRIVEWAY S-5A (DWY#1)	SF	790		
16	CONCRETE DRIVEWAY S-5A (DWY#2)	SF	1140		

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE (In Figures)	TOTAL PRICE (In Figures)
17	ALLEY PAVEMENT S-19	SF	1845		
18	PEDESTRIAN RAMP (S-27 MODIFIED)	EA	1		
19	PEDESTRIAN RAMP (S-27A MODIFIED)	EA	1		
20	IRRIGATION SLEEVE	LF	195		
21	ROADSIDE SIGN	EA	3		
22	THERMOPLASTIC PAVEMENT MARKING	SF	150		
23	REMOVE & REPLACE FENCING IN KIND	LS	1		
24	RELOCATE GATE	LS	1		
25 (F)	JACKED 48" RCP SD PIPE CL.V	LF	64		
26	48" RCP SD PIPE CL. V	LF	30		
27	48" RCP SD PIPE CL. IV	LF	1340		
28	36" HDPE SD PIPE	LF	496		
29	30" HDPE SD PIPE	LF	70		
30	24" HDPE SD PIPE	LF	515		
31	18" HDPE SD PIPE	LF	61		
32	15" HDPE SD PIPE	LF	90		
33	12" HDPE SD PIPE	LF	118		
34	STORM DRAIN DROP INLET S-7	EA	6		
35	STORM DRAIN DROP INLET (S-7 MODIFIED)	EA	2		
36	MODIFY EXISTING STORM DRAIN INLET	EA	1		
37	24"X48" AREA DRAIN	EA	1		
38	18"X18" AREA DRAIN	EA	1		
39	STORM DRAIN MANHOLE S-10	EA	5		
40	STORM DRAIN OUTFALL (S-6 MODIFIED)	EA	1		
41	VEGETATED ROCK SLOPE PROTECTION	CY	10		
42	8" PVC SEWER PIPE	LF	1080		
43	6" PVC SEWER LATERAL	LF	290		
44	4" PVC SEWER LATERAL	LF	45		
45	SEWER MANHOLE S-10	EA	3		
46 (S)	WATER SYSTEM	LS	LUMP SUM		
47 (S)	LED STREET LIGHTING	LS	LUMP SUM		
48 (S)	JOINT UTILITY TRENCH	LS	LUMP SUM		
				TOTAL BID	

Notes:

1. **"TOTAL BID"** is only on the last page of the Engineer's Estimate
2. "(F)" designates item as a "Final Pay Item" in accordance with 9-1.02C, "Final Pay Items", of the Standard Specifications.
3. "(S)" designates item as a lump sum item requiring a per unit "Schedule of Values" per 9-1.16B and these special provisions.

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

IN WITNESS WHEREOF, The parties to these presents have here-unto set their hands the year and date first above written

**BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
(BCAG)**

By: _____
Chair, Butte County Association of Governments

Date: _____

By: _____
Executive Director
Butte County Association of Governments

Date: _____

Approved and certified as being in conformance with the requirements of the State Contract Act.

By: _____
Attorney, BCAG

Approved Effective – Date: _____

Contractor

By: _____

Title: _____
Licensed in accordance with an act providing for the registration of contractors,

License No.: _____

Federal Employer Identification #: _____

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS
SAMPLE PAYMENT BOND
(Section 3247, Civil Code)

WHEREAS, The Butte County Association of Governments acting by and through its Executive Director, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

Offsite Plans for Aztec Drive Extension & Comanche Creek Storm Drainage Outfall

AND WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars (\$ _____), for which payment, we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20 ____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
City / County of _____ SS

On this _____ day of _____ in the year 20____, before me _____, personally appeared _____, personally known to me (or proved to me

Attorney-in-fact
on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

INFORMATION ONLY, NOT TO BE COMPLETED WITH BID

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

SAMPLE PERFORMANCE BOND

(To Accompany Contract)

Bond No. _____

WHEREAS, the Butte County Association of Governments, acting by and through its Executive Director, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

Offsite Plans for Aztec Drive Extension & Comanche Creek Storm Drainage Outfall

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and save harmless the Butte County Association of Governments, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 20____.

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Contractor

Name of Surety (SEAL)

By : Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGEMENT

State of California, City / County of _____ SS, On this _____ day of _____ in the year 2009 before me _____, a notary public in and for the City / County of _____, personally appeared _____, known to me to be the person whose name is subscribed to this

Attorney-in-fact

instrument and known to me to be the attorney-in-fact of _____ and acknowledged to me that he/she subscribed the name of the said company thereto as surety, and his/her own name as attorney-in-fact.

(SEAL)

Notary Public

BUTTE COUNTY ASSOCIATION OF GOVERNMENTS

SPECIAL PROVISIONS

SECTION 1 - SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated 2010, and the Standard Plans dated 2010, of the California Department of Transportation insofar as the same may apply and these special provisions. In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, "Contract Components" of the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

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

State or County	Butte County Association of Governments
City	City of Chico
Department	Butte County Association of Governments
Owner	Butte County Association of Governments
Director	Executive Director, Butte County Association of Governments
Engineer	The Deputy Director of BCAG or the person designated by the BCAG as its engineering representative during the course of construction, acting either directly or through properly authorized agent or consultants, such agents and consultants acting within the scope of the particular duties delegated to them.
District	The Board of Directors for the BCAG
Laboratory	The laboratory authorized by Engineer to test materials and work
Office Engineer	Butte County Association of Governments at 2580 Sierra Sunrise Terrace, Suite 100, Chico, CA 95928.

The work in & around railroad tracks shall be done in accordance with the following:

- Appendix A; American Railway Engineering and Maintenance of Way Association (AREMA) Specifications – Manual for Railway engineering, latest Edition (html reference only provided); <http://www.arena.org/publications/mre/index.aspx>
- Appendix B; Union Pacific Railroad (UPRR) Company Technical Specifications for Construction of Industrial Tracks; http://www.uprr.com/aboutup/operations/specs/attachments/amended/ind_trk_const_specs.pdf
- Appendix C; California Public Utilities Commission (CPUC) General Orders (html reference only provided); <http://www.cpuc.ca.gov/PUC/documents/go.htm>
- Appendix D; Track Safety Standards of the Federal Railroad Administration; (html reference only provided) <http://www.fra.dot.gov/Page/P0010>

SECTION 0 - GLOBAL REVISIONS

(Issued 01-20-12)

Global revisions are changes to contract documents not specific to a section of the Standard Specifications. In each contract document at each occurrence, interpret the following terms as shown:

Term	Interpretation	Conditions
AC	HMA	1. Where AC means asphalt concrete 2. Except where existing AC is described
Asphalt concrete	Hot mix asphalt	Except where existing asphalt concrete is described
Class 1 concrete	Concrete containing not less than 675 pounds of cementitious material per cubic yard	--
Class 2 concrete	Concrete containing not less than 590 pounds of cementitious material per cubic yard	--
Class 3 concrete	Concrete containing not less than 505 pounds of cementitious material per cubic yard	--
Class 4 concrete	Concrete containing not less than 420 pounds of cementitious material per cubic yard	--
Clause providing an option to use either a class concrete or minor concrete	Use minor concrete	--
Clause referring to a delay as a right-of-way delay	Delay under Section 8-1.09, "Delays"	--
Contact joint	Construction joint	--
Controlling operation	Controlling activity	--
Engineer's Estimate	Verified Bid Item List	--
Engineering fabrics	Geosynthetics	--
Notice to Contractors	Notice to Bidders	--
Partial payments	Progress payments	Except in Section 9-1.07D, "Mobilization"
PCC pavement	Concrete pavement	Except where existing PCC pavement is described
Portland cement concrete pavement	Concrete pavement	Except where existing portland cement concrete pavement is described
Project information	Supplemental project information	Except in "Contract Project Information Signs"
Reference to a working day or non-working day under Section 8-1.06, "Time of Completion"	Working day as defined in Section 1-4.02, "Glossary"	--
Section 9-1.015	Section 9-1.01C	--
Section 86, "Signal, Lighting and Electrical Systems"	Section 86, "Electrical Systems"	--
Section 86-2.08, "Conductors"	Section 86-2.08, "Conductors and Cables"	--
Section 86-5.01A(5), "Installation Details"	Section 86-5.01A(4), "Installation Details"	--
Section 86-6.05, "Sign Lighting Fixtures—Mercury"	Section 86-6.05, "Induction Sign Lighting Fixtures"	--

A plural term includes the singular.

All items in a list apply unless the items are specified as choices.

Headings are included for the purposes of organization and referencing. Inclusion of a heading with no related content, "Reserved," or "Not Used" does not indicate that no specification exists for that subject; applicable specifications may be covered in a general or referenced specification.

1-2 REFERENCES

1-2.01 REFERENCES

Where Standard Specifications refer to the special provisions to describe the work, interpret the reference as a reference to the Bid Item List, the special provisions, or both.

Interpret a reference to a section of the Standard Specifications as a reference to the Standard Specifications as revised by any amendment, special provision, or both.

A reference within parentheses to a law or regulation is included in the contract for convenience only and is not a comprehensive listing of related laws and regulations. Lack of a reference does not indicate no related laws or regulations exist.

Where the version of a referenced document is not specified, use the current version in effect on the date of Notice to Bidders.

A reference to a subsection includes the section's general specifications of which the subsection is a part.

A code not specified as a Federal code is a California code.

1-3 ABBREVIATIONS AND MEASUREMENT UNITS

1-3.01 ABBREVIATIONS

Abbreviations	
Abbreviation	Meaning
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMA	archaeological monitoring area
ANSI	American National Standards Institute
APHA	American Public Health Association
API	American Petroleum Institute
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gage
AWPA	American Wood-Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
CIH	Certified Industrial Hygienist
DBE	Disadvantaged Business Enterprise
DVBE	Disabled Veteran Business Enterprise
EIA	Electronic Industries Alliance
ESA	environmentally sensitive area
ETL	Electrical Testing Laboratories
(F)	final pay item
FHWA	Federal Highway Administration
IEEE	Institute of Electrical and Electronics Engineers
ITE	Institute of Transportation Engineers
NEC	National Electrical Code
NETA	National Electrical Testing Association, Inc.
NEMA	National Electrical Manufacturers Association
PLAC	permit, license, agreement, certification, or any combination of these
RFI	request for information
SSPC	The Society for Protective Coatings
TIA	time impact analysis
UL	Underwriters' Laboratories Inc.

1-3.02 MEASUREMENT UNITS

Measurement Units		
Symbols as used in the specifications	Symbols as used in the Bid Item List	Meaning
A	—	amperes
	ACRE	acre
	CF	cubic foot
	CY	cubic yard
--	EA	each
g	--	gram
ksi	--	kips per square inch
	GAL	gallon
h	H	hour
	LB	pound
--	LS	lump sum
	LF	linear foot
	LNMI	lane mile
	MFBM	thousand foot board measure
	MI	mile
	MSYD	thousand station yard
Ω	--	ohm
pcf	--	pounds per cubic foot
s	--	second
	STA	100 feet
	SQFT	square foot
	SQYD	square yard
	TAB	tablet
ton	TON	2,000 pounds
V	--	volt
W	--	watt
--	WDAY	working day

1-4 DEFINITIONS

1-4.01 GENERAL

Interpret terms as defined in the contract documents. A construction-industry term not defined in the contract documents has the meaning defined in Means Illustrated Construction Dictionary, Condensed Version, Second Edition.

1-4.02 GLOSSARY

aerially deposited lead: Lead primarily from vehicle emissions deposited within unpaved areas or formerly unpaved areas.

archaeological monitoring area: Area within, near, or straddling the project limits where access is allowed, but work is subject to archaeological monitoring.

archaeological resources: Remains of past human activity, including historic and prehistoric material (e.g., tools and tool fragments, hearth and food remains, structural remains, and human remains).

acceptance: Formal written acceptance by the Director of an entire contract that has been completed in all respects in accordance with the plans and specifications and any modifications to them previously approved.

base: Layer of specified material of planned thickness placed immediately below the pavement or surfacing.

basement material: Material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing, or other specified layer to be placed.

bid item: Specific work unit for which the bidder provides a price.

Bid Item List: List of bid items and the associated quantities.

Bid Item List, verified: Bid Item List with verified prices. The Contract Proposal of Low Bidder at the Department's Web site is the verified Bid Item List.

bridge: Structure, with a bridge number, that carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.

building-construction contract: Contract that has "building construction" on the cover of the Notice to Bidders and Special Provisions.

business day: Day on the calendar except Saturday or holiday.

California Manual on Uniform Traffic Control Devices: The California Manual on Uniform Traffic Control Devices for Streets and Highways (California MUTCD) is issued by the Department of Transportation and is the Federal Highway Administration's MUTCD 2003 Edition, as amended for use in California.

Certified Industrial Hygienist: Industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.

conduit: Pipe or tube in which smaller pipes, tubes, or electrical conductors are inserted or are to be inserted.

contract: Written and executed contract between the Department and the Contractor.

contract bonds: Security for the payment of workers and suppliers furnishing materials, labor, and services and for guaranteeing the Contractor's work performance.

contract item: Bid item.

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

culvert: Structure, other than a bridge, that provides an opening under a roadway for drainage or other purposes.

day: 24 consecutive hours running from midnight to midnight; calendar day.

deduction: Amount of money permanently taken from progress payment and final payment. Deductions are not retentions under Pub Cont Code § 7107.

Department: Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives.

detour: Temporary route for traffic around a closed road part. A passageway through a job site is not a detour.

Director: Department's Director.

Disabled Veteran Business Enterprise: Business certified as a DVBE by the Office of Small Business and DVBE Services, Department of General Services.

divided highway: Highway with separated traveled ways for traffic, generally in opposite directions.

Engineer: Department's Chief Engineer acting either directly or through properly authorized agents; the agents acting within the scope of the particular duties delegated to them.

environmentally sensitive area: Area within, near, or straddling the project limits where access is prohibited or limited to protect environmental resources.

Federal-aid contract: Contract that has a Federal-aid project number on the cover of the Notice to Bidders and Special Provisions.

fixed costs: Labor, material, or equipment cost directly incurred by the Contractor as a result of performing or supplying a particular bid item that remains constant regardless of the item's quantity.

frontage road: Local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.

grading plane: Basement material surface on which the lowest layer of subbase, base, pavement, surfacing, or other specified layer is placed.

highway: Whole right of way or area that is reserved for and secured for use in constructing the roadway and its appurtenances.

holiday:

1. Every Sunday
2. January 1st, New Year's Day
3. 3rd Monday in January, Birthday of Martin Luther King, Jr.
4. February 12th, Lincoln's Birthday
5. 3rd Monday in February, Washington's Birthday
6. March 31st, Cesar Chavez Day
7. Last Monday in May, Memorial Day
8. July 4th, Independence Day
9. 1st Monday in September, Labor Day
10. 2nd Monday in October, Columbus Day
11. November 11th, Veterans Day
12. 4th Thursday in November, Thanksgiving Day
13. Day after Thanksgiving Day
14. December 25th, Christmas Day

If January 1st, February 12th, March 31st, July 4th, November 11th, or December 25th falls on a Sunday, the Monday following is a holiday. If November 11th falls on a Saturday, the preceding Friday is a holiday. Interpret "legal holiday" as "holiday."

idle equipment: Equipment:

1. On the job site at the start of a delay
2. Idled because of the delay
3. Not operated during the delay

informal-bid contract: Contract that has "Informal Bid Authorized by Pub Cont Code §10122" on the cover of the Notice to Bidders and Special Provisions.

Information Handout: Supplemental project information furnished to bidders as a handout.

laboratory: Laboratory authorized by the Department to test materials.

liquidated damages: Amount prescribed in the specifications, pursuant to the authority of Pub Cont Code § 10226, to be paid to the State or to be deducted for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the specifications.

listed species: Any species listed as threatened or endangered under (1) Federal Endangered Species Act of 1973, 16 USC §1531 et seq., (2) California Endangered Species Act, Fish & Game Code §§ 2050–2115.5, (3) or both.

material shortage: Shortage of raw or produced material that is area-wide and caused by an unusual market condition, except if any of the following occurs:

1. Shortage relates to a produced, nonstandard material
2. Supplier's and the Contractor's priority for filling an order differs
3. Event outside the U.S. for a material produced outside the U.S.

median: Portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.

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

Notice to Bidders: Document that provides a general work description, bidder and bid specifications, and the time and location the Department receives bids.

paleontological resources: Fossils and the deposits they are found in. Fossils are evidence of ancient life preserved in sediments and rock. Examples of paleontological resources are remains of (1) animals, (2) animal tracks, (3) plants, and (4) other organisms. Archaeological resources are not paleontological and fossils found within an archaeological resource are generally considered archaeological resources, not paleontological resources.

pavement: Uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

permitted biological activities: Monitoring, surveying, or other practices that require a take permit and project specific permission from U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or Memorandum of Understanding with Department of Fish and Game.

plans: Official project plans and Standard Plans, profiles, typical cross sections, working drawings and supplemental drawings, or reproductions thereof, approved by the Engineer, which show the location, character, dimensions and details of the work to be performed. These documents are to be considered as a part of the plans.
In the above definition, the following terms are defined as follows:
Standard Plans: Standard Plans issued by the Department.
project plans: Specific details and dimensions peculiar to the work supplemented by the Standard Plans insofar as the same may apply.

protective radius: Minimum distance between construction activities and regulated species.

regulated species: Any species protected by one or any combination of the following:

1. Federal Endangered Species Act of 1973, 16 USC §1531 et seq.
2. California Endangered Species Act, Fish & Game Code §§2050–2115.5
3. Fish & Game Code §§1600–1616
4. National Environmental Policy Act, 42 USC §4321 et seq.
5. California Environmental Quality Act, Pub Res Code § 21000 et.seq.
6. Other law or regulation that governs activities that affect species or their habitats.

roadbed: Area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or pavement is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.

roadway: Highway portion included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.

routine biological activities: Biological monitoring, surveying, or other activity that does not require a take permit from the U.S. Fish and Wildlife Service or NOAA Fisheries or a take permit or Memorandum of Understanding with Department of Fish and Game.

service-approved biologist: Biologist whose activities must be approved by a state or federal agency as provided in PLACs.

shoulder: Roadway portion contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

small tool: Tool or piece of equipment not listed in Labor Surcharge and Equipment Rental Rates that has a replacement value of \$500 or less.

special provisions: Specific clauses setting forth conditions or requirements peculiar to the work and supplementary to these Standard Specifications. The Department's publication titled "Labor Surcharge And Equipment Rental Rates" is part of the special provisions.

specifications: Directions, provisions, and requirements contained in these Standard Specifications, Amendments to the Standard Specifications, and the special provisions. Where the term "these specifications" or "these Standard Specifications" is used in this book, it means the provisions set forth in this book.

State: State of California, including its agencies, departments, or divisions, whose conduct or action is related to the work.

Structure Design: Offices of Structure Design of the Department.

subbase: Layer of specified material of planned thickness between a base and the basement material.

subgrade: Roadbed portion on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

substructure: Bridge portions below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges are portions of the substructure.

superstructure: Bridge portion except the bridge substructure.

supplemental project information: Information relevant to the project, specified as supplemental project information, and made available to bidders.

surfacing: Uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

take: Legal definition regarding harm to listed species as defined in 16 USC §1532 and Fish & Game Code § 86.

take permit: Permit granted by the US Fish and Wildlife Service or by the NOAA Fisheries that allows take of federal listed species under 16 USC §1539 or by the Department of Fish & Game that allows take of state listed species under to Fish & Game Code § 2081.

traffic lane: Portion of a traveled way for the movement of a single line of vehicles.

traveled way: Portion of the roadway for the movement of vehicles, exclusive of shoulders.

total bid: Sum of the item totals as verified by the Department; original contract price.

withhold: Money temporarily or permanently taken from progress payment. Withholds are not retentions under Pub Cont Code § 7107.

work: All the work specified, indicated, shown or contemplated in the contract to construct the improvement, including all alterations, amendments, or extensions to it made by contract change order or other written orders of the Engineer.

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

1. Saturdays and holidays
2. A day when you cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to any of the following:
 - 2.1. Adverse weather-related conditions that cause you to dismiss the crew
 - 2.2. Maintaining traffic under the contract
 - 2.3. The Engineer's direction to suspend the controlling activities for reasons unrelated to your performance
 - 2.4. An unanticipated event not caused by either party such as:
 - 2.4.1. Act of God (Pub Cont Code § 7105)
 - 2.4.2. Act of a public enemy
 - 2.4.3. Epidemic
 - 2.4.4. Fire
 - 2.4.5. Flood

- 2.4.6. Governor-declared state of emergency
- 2.4.7. Landslide
- 2.4.8. Quarantine restriction

2.5. An issue involving a third-party, including:

- 2.5.1. Industry or area-wide labor strike
- 2.5.2. Material shortage
- 2.5.3. Freight embargo
- 2.5.4. Jurisdictional requirement of a law enforcement agency

2.5.5. Workforce labor dispute of a utility or non-highway facility owner resulting in a utility or non-highway facility reconstruction not described and not solely for the Contractor's convenience

1-5 DISTRICTS

District Composition and Office Addresses

District	Counties	Location Address	Mailing Address
1	Del Norte (DN), Humboldt (Hum), Lake (Lak), Mendocino (Men)	1656 UNION ST EUREKA, CA	PO BOX 3700 EUREKA CA 95502
2	Lassen (Las), Modoc (Mod), Plumas (Plu), Shasta (Sha), Siskiyou (Sis), Tehama (Teh), Trinity (Tri)	1657 RIVERSIDE DR REDDING, CA	PO BOX 496073 REDDING CA 96049-6073
3	Butte (But), Colusa (Col), El Dorado (ED), Glenn (Gle), Nevada (Nev), Placer (Pla), Sacramento (Sac), Sierra (Sie), Sutter (Sut), Yolo (Yol), Yuba (Yub)	703 B ST MARYSVILLE, CA	PO BOX 911 MARYSVILLE CA 95901
4	Alameda (Ala), Contra Costa (CC), Marin (Mrn), Napa (Nap), San Francisco (SF), San Mateo (SM), Santa Clara (SCI), Solano (Sol), Sonoma (Son)	111 GRAND AVE OAKLAND, CA	PO BOX 23660 OAKLAND CA 94623-0660
5	Monterey (Mon), San Benito (SBt), San Luis Obispo (SLO), Santa Barbara (SB), Santa Cruz (SCr)	50 HIGUERA ST SAN LUIS OBISPO, CA	50 HIGUERA ST SAN LUIS OBISPO CA 93401-5415
6	Fresno (Fre), Kern (Ker), Kings (Kin), Madera (Mad), Tulare (Tul)	1352 W. OLIVE AVE FRESNO, CA	PO BOX 12616 FRESNO CA 93728-2616
7	Los Angeles (LA), Ventura (Ven)	100 S. MAIN ST LOS ANGELES	100 S MAIN ST LOS ANGELES CA 90012
8	Riverside (Riv), San Bernardino (SBd)	464 W 4TH ST SAN BERNARDINO, CA	464 W 4TH ST SAN BERNARDINO CA 92401-1400
9	Inyo (Iny), Mono (Mno)	500 S MAIN ST BISHOP, CA	500 S MAIN ST BISHOP CA 93514-3423
10	Alpine (Alp), Amador (Ama), Calaveras (Cal), Mariposa (Mpa), Merced (Mer), San Joaquin (SJ), Stanislaus (Sta), Tuolumne (Tuo)	1976 E CHARTER WAY STOCKTON, CA	PO BOX 2048 STOCKTON CA 95201
11	Imperial (Imp), San Diego (SD)	4050 TAYLOR ST SAN DIEGO, CA	4050 TAYLOR ST SAN DIEGO CA 92110-2737
12	Orange (Ora)	3347 MICHELSON DR STE 100 IRVINE, CA	3347 MICHELSON DR STE 100 IRVINE CA 92612-0661

A project with work in District 1, 2, or 3 is a North Region project. For Districts 1, 2, and 3, interpret each reference to the district office as the North Region office. The North Region office address is the District 3 address.

1-6 WEB SITES, ADDRESSES, AND TELEPHONE NUMBERS

Web Sites, Addresses, and Telephone Numbers

Agency, Department Unit, or Reference	Web Site	Address	Telephone No.
Bidders' Exchange	www.dot.ca.gov/hq/esc/oe/bidex	MSC 26 BIDDERS' EXCHANGE DEPARTMENT OF TRANSPORTATION 1727 30TH ST SACRAMENTO CA 95816-7005	(916) 227-6259
Department	www.dot.ca.gov		
Department of General Services, Office of Small Business and DVBE Services	www.pd.dgs.ca.gov/smbus/default.htm	OFFICE OF SMALL BUSINESS AND DVBE SERVICES DEPARTMENT OF GENERAL SERVICES 707 3RD ST WEST SACRAMENTO CA 95605- 2811	(800) 559-5529 (916) 375-4940
Department of Industrial Relations	www.dir.ca.gov		
Department of Industrial Relations, Division of Apprenticeship Standards		455 GOLDEN GATE AVENUE SAN FRANCISCO, CA 94102	
Division of Accounting, Office of External Accounts Payable	http://www.dot.ca.gov/hq/asc/oap/payments/contact.htm#conpets1	MAJOR CONSTRUCTION PAYMENT AND INFORMATION UNIT OFFICE OF EXTERNAL ACCOUNTS PAYABLE DIVISION OF ACCOUNTING DEPARTMENT OF TRANSPORTATION P.O. BOX 168043 SACRAMENTO, CA 95816-8043	(916) 227-9013
Office Engineer		MSC 43 OFFICE ENGINEER DEPARTMENT OF TRANSPORTATION 1727 30TH ST SACRAMENTO CA 95816-7005	
Office Engineer--All Projects Currently Advertised	http://www.dot.ca.gov/hq/esc/oe/weekly_ads/all_advertised.php		
Offices of Structure Design, Documents Unit		MSC 9-4/4I DOCUMENTS UNIT OFFICES OF STRUCTURE DESIGN DEPARTMENT OF TRANSPORTATION 1801 30TH ST SACRAMENTO CA 95816-7006	(916) 227-0716
Publication Distribution Unit		PUBLICATION UNIT DEPARTMENT OF TRANSPORTATION 1900 ROYAL OAKS DRIVE SACRAMENTO CA 95815-3800	

Transportation Laboratory		MATERIALS AND ENGINEERING TESTING SERVICES AND GEOTECHNICAL SERVICES DEPARTMENT OF TRANSPORTATION 5900 FOLSOM BLVD SACRAMENTO CA 95819-4612	(916) 227-7000
Department's Pre-Qualified Products List	http://www.dot.ca.gov/hq/esc/approved_products_list		

END SECTION 1

SECTION 2A BIDDING

(Issued 01-20-12)

2A-1.01 GENERAL

Section 2, "Bidding," includes specifications related to bid eligibility and the bidding process.

2A-1.02 BID INELIGIBILITY

A firm that has provided architectural or engineering services to the Department for this contract before bid submittal for this contract is prohibited from any of the following:

1. Submit a bid
2. Subcontract for a part of the work
3. Supply materials

2A-1.03 BID DOCUMENTS

2A-1.03A General

Standard Specifications and Standard Plans may be viewed at the Department's Web site and may be purchased at the Publication Distribution Unit.

Special provisions, Amendments to the Standard Specifications, and project plans may be viewed at the Bidders' Exchange. To obtain bid books, submit a request to the Bidders' Exchange. For an informal-bid contract, you may also obtain special provisions, Amendments to the Standard Specifications, and project plans at the Bidders' Exchange.

2A-1.03B Supplemental Project Information

Logs of test borings attached to the project plans are supplemental project information. The Department makes other supplemental information available as specified in the special provisions.

If an Information Handout or cross sections are available:

1. You may view them at the Office Engineer–All Projects Currently Advertised Web site
2. For an informal-bid contract, you may obtain them at the Bidders' Exchange street address

If rock cores are available for inspection, you may view them by sending a request to Coreroom@dot.ca.gov.

If other supplemental project information is available for inspection, you may view it by phoning in a request.

Make your request at least 7 days before viewing. Include in your request:

1. District-County-Route
2. Contract number
3. Viewing date
4. Contact information, including telephone number.

For rock cores, also include the bridge number in your request.

If bridge as-built drawings are available:

1. For a project in District 1 through 6 or 10, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357

2. For a project in District 7, 8, 9, 11, or 12, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357, and they are available at the Office of Structure Maintenance and Investigations, Los Angeles, CA, telephone (213) 897-0877

As-built drawings may not show existing dimensions and conditions. Where new construction dimensions are dependent on existing bridge dimensions, verify the field dimensions and adjust dimensions of the work to fit existing conditions.

2A-1.04–2A-1.10 RESERVED

2A-1.11 JOB SITE AND DOCUMENT EXAMINATION

Examine the job site and bid documents.

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

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

2A-1.12 BID DOCUMENT COMPLETION

2A-1.12A General

Complete forms in the Bid book.

Except for the bid item number and the percentage of each item subcontracted, do not fax submittals.

2A-1.12B Bid Item List and Bid Comparison

Submit a bid based on the work item quantities the Department shows in the Bid Item List.

For a lump sum based bid, the Department compares bids based on the total price.

For a unit price based bid, the Department compares bids based on the sum of the item totals.

For a cost plus time based bid, the Department compares bids based on the sum of the item totals and the total bid for time. If your bid for time exceeds the number of working days described in the Notice to Bidders, your bid is nonresponsive.

2A-1.12C Subcontractor List

In the Subcontractor List, list each subcontractor to perform work in an amount in excess of 1/2 of 1 percent of the total bid or \$10,000, whichever is greater (Pub Cont Code § 4100 et seq.)

The Subcontractor List must show the name, address, and work portions to be performed by each subcontractor listed. Show work portion by bid item number, description, and percentage of each bid item subcontracted.

On the Subcontractor List you may either submit each subcontracted bid item number and corresponding percentage with your bid or fax these numbers and percentages to (916) 227-6282 within 24 hours after bid opening. Failure to do so results in a nonresponsive bid.

2A-1.13 BIDDER'S SECURITY

Submit your bid with one of the following forms of bidder's security equal to at least 10 percent of the bid:

1. Cash
2. Cashier's check
3. Certified check
4. Bidder's bond signed by a surety insurer who is licensed in California

Make checks and bonds payable to the Department of Transportation.

If using a bidder's bond, you may use the form in the Bid book. If you do not use the form in the Bid book, use a form containing the same information.

2A-1.14 BID SUBMITTAL

Submit your bid:

1. Under sealed cover
2. Marked as a bid
3. Identifying the contract number and the bid opening date

If an agent other than the authorized corporation officer or a partnership member signs the bid, file a Power of Attorney with the Department either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

2A-1.15 BID WITHDRAWAL

An authorized agent may withdraw a bid before the bid opening date and time by submitting a written bid withdrawal request at the location where the bid was submitted. Withdrawing a bid does not prevent you from submitting a new bid.

After the bid opening time, you cannot withdraw a bid.

2A-1.16 BID OPENING

The Department publicly opens and reads bids at the time and place described in the Notice to Bidders.

2A-1.17 BID REJECTION

The Department may reject:

1. All bids
2. A nonresponsive bid

2A-1.18 BID RELIEF

The Department may grant bid relief under Pub Contracting Code § 5100 et seq. Submit any request for bid relief to the Office Engineer. For Relief of Bid Request form, go to:

http://www.dot.ca.gov/hq/esc/oe/contractor_info/relief.pdf

2A-1.19 SUBMITTAL FAILURE HISTORY

The Department considers a bidder's past failure to submit documents required after bid opening in determining a bidder's responsibility.

2A-1.20 BID RIGGING

Section 2-1.20, "Bid Rigging," applies to a Federal-aid contract.

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 Monday through Friday between 11:00 a.m. and 8:00 p.m. and is confidential and anonymous. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

SECTION 2 - PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

The bidder's bond shall conform to the bond form in the Bid book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used.

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

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

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening, including but not limited to escrowed bid documents, where applicable, may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

Reference is made to the provisions in Section 2 Bidding of the Standard Specifications and the following provisions.

All bidders may be required to submit evidence to the BCAG as to their ability, financial responsibility and experience, in order to be eligible for consideration of their proposal.

Each proposal must be accompanied by a Proposal Guaranty of at least ten- percent (10%) of the total amount bid. The Guaranty may be in the form of a Bidder's Bond, a certified check or a cashier's check payable to the Butte County Association of Governments. The form of Bidder's Bond will be found following the signature page of the proposal annexed hereto. The Bid Guaranty of the successful bidder will be returned within fifteen (15) days after the contract is finally executed. Guaranties of bidders whose bids are considered will be returned to the bidders promptly after the execution of the contract.

2-1.02 CLEAN WATER REQUIREMENTS

Clean Water

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract.

2-1.03 ACCESS TO RECORDS AND REPORTS

The Contractor agrees to provide the Owner, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Owner, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

2-1.04 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Owner and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

2-1.05 BONDING REQUIREMENTS

Bid Security

A Bid Bond must be issued by a fully qualified surety company acceptable to Owner and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

Rights Reserved

In submitting this Bid, it is understood and agreed by bidder that the right is reserved by Owner to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of sixty (60) days subsequent to the opening of bids, without the written consent of Owner.

It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within sixty (60) days after the bid opening without the written consent of the Owner or shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of Owner's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor.

It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check shall prove inadequate to fully recompense Owner for the damages occasioned by default, then the undersigned bidder agrees to indemnify Owner and pay over to Owner the difference between the bid security and (Recipient's) total damages, so as to make Owner whole.

The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Warranty of the Work and Guarantee Bond

The Contractor warrants to Owner, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by Owner, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by Owner and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to Owner. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Guarantee Bonds in form acceptable to Owner written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted by contract modification.

2-1.06 CLEAN AIR

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

The Contractor also agrees to include these requirements in each subcontract.

2-1.07 DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS

1. Minimum Wages

- i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1.b.2 of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Paragraph 1.iv of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's 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.ii of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii) A. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2. The classification is utilized in the area by the construction industry; and
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - 4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.
- B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the 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.
 - D. The wage rate (including fringe benefits where appropriate) determined pursuant to Paragraphs a.1.ii.B or C of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
 - v) A. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
 - 1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2. The classification is utilized in the area by the construction industry; and
 - 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - B. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of

the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- C. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 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.
- D. The wage rate (including fringe benefits where appropriate) determined pursuant to Paragraphs a.1.v.B or C of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Withholding

The Butte County Association of Gvernemtns shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Amador County Transportation Commission may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records

- i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1.b.2.B of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1.b.2.B of the Davis-Bacon Act, the contractor shall maintain

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

- ii) A. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Owner for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Section 5.5.a.3.i of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - B. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - 1. That the payroll for the payroll period contains the information required to be maintained under Section 5.5.a.3.i of Regulations, 29 CFR part 5 and that such information is correct and complete;
 - 2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - 3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
 - C. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by Paragraph a.3.ii.B of this section.
 - D. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees

- i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe

benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

5. Compliance with Copeland Act Requirements

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

6. Subcontracts

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract Termination: Debarment

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

8. Compliance with Davis-Bacon and Related Act Requirements

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

9. Disputes Concerning Labor Standards

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

10. Certification of Eligibility

- i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

2-1.08 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime Requirements - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; Liability for Unpaid Wages; Liquidated Damages - In the event of any violation of the clause set forth in Paragraph 1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in Paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in Paragraph 1 of this section.
3. Withholding for Unpaid Wages and Liquidated Damages - The Butte County Association of Governments shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in Paragraph 2 of this section.
4. Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses set forth in Paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Paragraphs 1 through 4 of this section.

2-1.09 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

1. The Owner and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a

party to this contract and shall not be subject to any obligations or liabilities to the Owner, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.
3. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2-1.10 PROGRAM FRAUD AND RELATED ACTS

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2-1.11 TERMINATION

- a. Termination for Convenience - BCAG may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to BCAG to be paid. If the Contractor has any property in its possession belonging to the BCAG, the Contractor will account for the same, and dispose of it in the manner the BCAG directs.
- b. Waiver of Remedies for any Breach - In the event that BCAG elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by BCAG shall not limit BCAG's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

c. Termination for Default: If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provisions of this contract, the Owner may terminate this contract for default. The Owner shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the Recipient may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Recipient resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause if:

1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of the Recipient, acts of another Contractor in the performance of a contract with the Recipient, epidemics, quarantine restrictions, strikes, freight embargoes; and;
2. The contractor, within [10] days from the beginning of any delay, notifies the Owner in writing of the causes of delay. If in the judgment of the Owner, the delay is excusable, the time for completing the work shall be extended. The judgment of the Owner shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Contractor's right to proceed, it is determined that the Contractor *was not in default, or that the delay was excusable, the rights and obligations of the parties* will be the same as if the termination had been issued for the convenience of the Recipient.

d. Opportunity to Cure - BCAG in its sole discretion may, in the case of a termination for breach or default, allow the Contractor 30 days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to BCAG satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor of written notice from BCAG setting forth the nature of said breach or default, BCAG shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude BCAG from also pursuing all available remedies against Contractor and its sureties for said breach or default.

2-1.12 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

The certification of this clause in the Bid Form is a material representation of fact relied upon by Owner. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid.

and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its subcontracts.

2-1.13 CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying contract:

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - a. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

2-1.14 DISADVANTAGED BUSINESS ENTERPRISES (DBE) GOAL

A. DBE GOAL

Bidders are advised that, as required by federal law, the State has established a statewide overall DBE goal of 7.0%. This Agency federal-aid contract is considered to be part of the statewide overall DBE goal. The Agency is required to report to Caltrans on DBE participation for all Federal-aid contracts each year so that attainment efforts may be evaluated. To provide assistance in meeting the statewide goal, the Agency may include a DBE Availability Advisory in this contract. Bidders need not achieve the percentage stated in any DBE Availability Advisory as a condition of award.

This Agreement is subject to Title 49, Part 26 of the Code of Federal Regulations (49 CFR 26) entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." In order to ensure the California Department of Transportation (Caltrans) achieves its federally mandated statewide overall Disadvantaged Business Enterprises (DBE) goal, the Agency encourages the participation of DBE's, as defined in 49 CFR 26, in the performance of Agreements financed in whole or in part with federal funds. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 7%. A separate contract goal has not been established for this procurement.

The contractor 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 this DOT-assisted contract. 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 BCAG deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

As required by federal law, Caltrans has established a statewide overall DBE goal. In order to ascertain whether that statewide overall DBE goal is being achieved, Caltrans is tracking DBE participation on all Federally assisted contracts.

To assist Contractors in ascertaining DBE availability for specific item of work, the Agency advises that it has determined that DBE's could reasonably be expected to compete for subcontracting opportunities on this project and the likely DBE Availability Advisory Percentage is 7.0 percent. The Agency also advises that participation of DBE's in the specified percentage is not a condition of award.

The Contract has agreed to carry out applicable requirements of Title 49 CFR 26, in the award and administration of federally assisted Agreements. The regulations in their entirety are incorporated herein and by reference.

The contractor must promptly notify BCAG, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BCAG.

DBE as defined in Title 49 CFR 26 and other small businesses are encouraged to participate in the performance of Agreements financed in whole or in part with federal funds. The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out the applicable requirements of 49 CFR, Part 26 in the award and administration of U.S. Department of Transportation 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 recipient deems appropriate.

Any subcontract entered into as a result of the Agreement shall contain all the provisions of this section.

B. SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First Tier Subcontractors" Form CEM-2402(F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. The amount of \$10,000 will be withheld from payment until a satisfactory form is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

C. PERFORMANCE OF SUBCONTRACTORS

The subcontractors listed by the Contractor in the Bid Form shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces.

The contractor must promptly notify Owner, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Owner.

The Contractor should notify the Owner in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

D. DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, "Disadvantaged Business Enterprises (DBE) Certification Status Change" Form CEM-2403(F) indicating the DBEs' existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

E. PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

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

2-1.15 BUY AMERICA REQUIREMENTS

A bidder or offeror must submit to the City the appropriate Buy America certification (sample below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

2-1.16 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause Owner to be in violation of the FTA terms and conditions.

END SECTION 2

SECTION 3 - CONTRACT AWARD AND EXECUTION

(Issued 11-15-10)

3-1.01 SCOPE

Section 3, "Contract Award and Execution," includes specifications related to contract award and execution.

3-1.02 CONTRACT AWARD

Submit any bid protest to the Office Engineer.

If the Department awards the contract, the award is made to the lowest responsible bidder within the number of days shown in the following table:

Contract Award Period	
Days (after bid opening)	Project Estimated Cost shown in the Notice to Bidders
30	< \$200 million
60	≥ \$200 million

The Department may extend the specified award period if the bidder agrees.

3-1.03 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)

The successful bidder must furnish:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond to guarantee the faithful performance of the contract. This bond must be equal to at least 50 percent of the total bid.

The Department furnishes the successful bidder with the bond forms.

3-1.04 CONTRACTOR LICENSE

For a Federal-aid contract, the Bidder must be properly licensed (Pub Cont Code § 10164) from contract award through contract acceptance.

For a non-Federal-aid contract:

1. The Bidder must be properly licensed from bid opening through contract acceptance (Bus & Prof Code § 7028.15)
2. Joint venture bidders must obtain a joint venture license before contract award (Bus & Prof Code § 7029.1)

3-1.05 INSURANCE POLICIES

The successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form No. CG 0001 or similar exclusions are allowed if not inconsistent with Section 7-1.12,

"Indemnification and Insurance." Allowance of additional exclusions is at the discretion of the Department.

2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, shall set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance shall provide that no cancellation, lapse, or reduction of coverage will occur without 10 days prior written notice to the Department.
3. A declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has sufficient funds and resources to cover any self-insured retentions if the self-insured retention is over \$50,000.

If the successful bidder uses any form of self-insurance for workers compensation in lieu of an insurance policy, it shall submit a certificate of consent to self-insure under Labor Code § 3700.

3-1.06–3-1.08 RESERVED

3-1.09 CONTRACT EXECUTION

The successful bidder must sign the contract and return it to the Office Engineer along with:

1. Contract bonds
2. Documents identified in Section 3-1.05, "Insurance Policies"

For an informal-bid contract, the Office Engineer must receive these documents before the 5th business day after the bidder receives the contract. For all other contracts, the Office Engineer must receive these documents before the 10th business day after the bidder receives the contract. The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Cont Code §§ 10181, 10182, and 10183).

3-1.10 BIDDERS' SECURITIES

The Department keeps the securities of the 1st, 2nd, and 3rd low bidders until the contract has been executed. The other bidders' securities, other than bidders' bonds, are returned upon determination of the 1st, 2nd, and 3rd low bidders, and their bidders' bonds are of no further effect (Pub Contracting Code § 10184).

END SECTION 3

SECTION 4 - SCOPE OF WORK

Attention is directed to the provisions in Section 4, "Scope of Work", of the State Standard Specifications and these special provisions for the requirements and conditions scope of work.

(Issued 06-05-09)

Add to Section 4-1.01:

Nothing in the specifications voids the Contractor's public safety responsibilities.

Add:

4-1.015 PROJECT DESCRIPTION

Construct the work described in the special provisions and on project plans and by the bid items. The special provisions, project plans, and bid item descriptions set forth the specifications that apply.

4-1.02 - BLANK

Replace Section 4-1.03 with:

4-1.03 CHANGES

4-1.03A General

The Department may make changes within the scope of work and add extra work. The Engineer describes the changes and extra work, the payment basis, and any time adjustment in a Contract Change Order.

A Contract Change Order is approved when the Department signs the Contract Change Order. Submit detailed cost data for a payment adjustment for:

1. Request for a payment adjustment for a bid item
2. Payment adjustment resulting from a change of more than 25 percent in the bid item's quantity if requested

If ordered, start the work before receipt of an approved Contract Change Order. You may protest a Contract Change Order.

4-1.03B Increased or Decreased Quantities

The Department adjusts payment for changed quantities and eliminated items under Section 9-1.05, "Changed Quantity Payment Adjustments."

4-1.03C Changes in Character of Work

The Department adjusts payment for an item if:

1. An ordered plan or specification change materially changes the character of a work item from that on which the bid price was based
2. The unit cost of the changed item differs when compared to the unit cost of that item under the original plans and specifications
3. No approved Contract Change Order addresses the payment

The Department adjusts the payment under Section 9-1.06, "Work-Character Changes."

4-1.03D Extra Work

The Department classes new and unforeseen work as extra work if the Engineer determines that the work is not covered by any of the various items for which there is a bid price or by combinations of those items. If portions of this work are covered by some of the various items for which there is a bid price or combinations of those items, the remaining portion of the work will be classed as extra work. Extra work also includes work specifically designated as extra work in the plans or specifications.

Add:

4-1.035 VALUE ENGINEERING

4-1.035A General

Reserved

4-1.035B Value Engineering Change Proposal

You may submit a VECP to reduce any of the following:

1. Total cost of construction
2. Construction activity duration
3. Traffic congestion

Before preparing a VECP, meet with the Engineer to discuss:

1. Proposal concept
2. Permit issues
3. Impact on other projects
4. Project impacts, including traffic, schedule, and later stages
5. Peer reviews
6. Overall proposal merits
7. Review times required by the Department and other agencies

The VECP must not impair the project's essential functions or characteristics, such as:

1. Service life
2. Operation economy
3. Maintenance ease
4. Desired appearance
5. Design and safety

The VECP must include:

1. Description of the contract specifications and drawing details for performing the work and the proposed changes.
2. Itemization of contract specifications and drawing details that would be changed.
3. Detailed cost estimate for performing the work under the existing contract and under the proposed change. Determine the estimates under Section 9-1.03, "Force Account Payment."
4. Deadline for the Engineer to decide on the changes.

5. Bid items affected and resulting quantity changes.

The Department is not required to consider a VECP. If a VECP is similar to a change in the plans or specifications being considered by the Department at the time the proposal is submitted or if the proposal is based on or similar to drawings or specifications adopted by the Department before Contract award, the Department does not accept the VECP and may make these changes without VECP payments.

Until the Department approves a change order incorporating the VECP or parts of it, continue to perform the work under the contract. If the Department does not approve a change order before the deadline stated in the VECP or other date you subsequently stated in writing, the VECP is rejected. The Department does not adjust time or payment for a rejected VECP.

The Department decides whether to accept a VECP and the estimated net construction-cost savings from adopting the VECP or parts of it.

The Department may require you to accept a share of the investigation cost as a condition of reviewing a VECP. After written acceptance, the Department considers the VECP and deducts the agreed cost.

If the Department accepts the VECP or parts of it, the Department issues a change order that:

1. Incorporates changes in the contract necessary to implement the VECP or the parts adopted
2. Includes the Department's acceptance conditions
3. States the estimated net construction-cost savings resulting from the VECP
4. Obligates the Department to pay you 50 percent of the estimated net savings

In determining the estimated net construction-cost savings, the Department excludes your VECP preparation cost and the Department's VECP investigation cost, including parts paid by you.

If a VECP providing for a reduction in working days is accepted by the Department, 50 percent of the reduction is deducted from contract time.

If a VECP providing for a reduction in traffic congestion or avoiding traffic congestion is accepted by the Department, the Department pays 60 percent of the estimated net savings in construction costs attributable to the VECP. Submit detailed traffic handling comparisons between the existing contract and the proposed change, including estimates of the traffic volumes and congestion.

The Department may apply an accepted VECP for general use on other contracts.

If an accepted VECP is adopted for general use, the Department pays only the contractor who first submitted the VECP and only to the contracts awarded to that contractor before the submission of the accepted VECP.

If the Department does not adopt a general-use VECP, an identical or similar submitted proposal is eligible for acceptance.

4-1.035C Value Analysis Workshop

Section 4-1.035C, "Value Analysis Workshop," applies to a non-building-work contract with a total bid of over \$5 million.

You may request a value analysis workshop by submitting a request after contract approval.

The Department offers a value analysis workshop to:

1. Identify value enhancing opportunities
2. Consider changes to the contract that will reduce the total cost of construction, construction activity duration, or traffic congestion without impairing the essential functions specified for a VECP in Section 4-1.035B, "Value Engineering Change Proposal."

If the request is authorized, you and the Engineer:

1. Schedule a value analysis workshop
2. Select a facilitator and workshop site
3. Agree to other workshop administrative details

The workshop must be conducted under the methods described in the Department's Value Analysis Team Guide available at:

<http://www.dot.ca.gov/hq/oppd/value/>

The facilitator must be a certified value specialist as recognized by the Society of American Value Engineers.

The Department reimburses you for 1/2 of the workshop cost. The workshop cost is the sum of the workshop-facilitator cost and the workshop-site cost. The Department determines the workshop cost based on the facilitator and workshop-site invoice prices minus any available or offered discounts. The Department does not pay you for any other associated costs.

4-1.06A DIFFERING SITE CONDITIONS

Bidder confirms by submission of their proposal for this project that they have read and reviewed the Geotechnical Report dated May 17, 2012 and Recommendations for Subgrade Soil Stabilization Using Lime Treatment Report dated August 27, 2013, both prepared by Holdrege & Kull, Chico, CA. Both documents are provided to bidders as Appendix E to these bid documents.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," log of test borings, other geotechnical data obtained by the investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed according to the specifications shown below in "5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)"

END SECTION 4

SECTION 5 - CONTROL OF WORK

(Issued 06-01-11)

Attention is directed to the provisions in Section 5, "Control of Work", of the State Standard Specifications and these special provisions for the requirements and conditions scope of work.

Add:

5-1.005 GENERAL

Failure to comply with any specification part is a waiver of your right to an adjustment of time and payment related to that part.

After contract approval, submit documents and direct questions to the Engineer. Orders, approvals, authorizations, and requests to the Contractor are by the Engineer.

The Engineer furnishes the following in writing:

1. Approvals
2. Authorizations
3. Certifications
4. Decisions
5. Notifications
6. Orders
7. Responses

The Contractor must furnish the following in writing:

1. Assignments
2. Notifications
3. Proposals
4. Reports
5. Requests, including RFIs, sequentially numbered
6. Subcontracts
7. Test results

The Department rejects a form if it has any error or any omission.

Convert foreign language documents to English.

Use contract administration forms available at the Department's Web site.

If the last day for submitting a document falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the day specified.

Add to 5-1.01:

Failure to enforce a contract provision does not waive enforcement of any contract provision.

Add:

5-1.011 PROTESTS

You may protest an Engineer's decision by submitting an RFI under Section 5-1.145, "Requests for Information."

Add:

5-1.012 PARTNERING

5-1.012A General

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.

For a project with a total bid greater than \$1 million, professionally facilitated project partnering is encouraged.

For a project with a total bid greater than \$10 million, professionally facilitated project partnering is required.

In implementing project partnering, you and the Engineer manage the contract by:

1. Using early and regular communication with involved parties
2. Establishing and maintaining a relationship of shared trust, equity, and commitment
3. Identifying, quantifying, and supporting attainment of mutual goals
4. Developing strategies for using risk management concepts
5. Implementing timely communication and decision making
6. Resolving potential problems at the lowest possible level to avoid negative impacts
7. Holding periodic partnering meetings and workshops as appropriate to maintain partnering relationships and benefits throughout the life of the project
8. Establishing periodic joint evaluations of the partnering process and attainment of mutual goals

Partnering does not void any contract part.

The Department's "Field Guide to Partnering on Caltrans Construction Projects" current at the time of bid is available to the project team as reference. This guide provides structure, context, and clarity to the partnering process requirements. This guide is available at the Department's Partnering Program website:

<http://www.dot.ca.gov/hq/construc/partnering.html>

In implementing project partnering, the project team must:

1. Create a partnering charter that includes:
 - 1.1. Mutual goals, including core project goals and may also include project-specific goals and mutually supported individual goals.
 - 1.2. Partnering maintenance and close-out plan.
 - 1.3. Dispute resolution plan that includes a dispute resolution ladder and may also include use of facilitated dispute resolution sessions.
 - 1.4. Team commitment statement and signatures.
2. Participate in monthly partnering evaluation surveys to measure progress on mutual goals and may also measure short-term key issues as they arise.

3. Evaluate the partnering facilitator on Forms CEM-5501 and CEM-5502. The Engineer provides the evaluation forms to the project team and collects the results. The Department makes evaluation results available upon request. Facilitator evaluations must be completed:
 - 3.1. At the end of the initial partnering workshop on Form CEM-5501.
 - 3.2. At the end of the project close-out partnering workshop on Form CEM-5502.
4. Conduct a project close-out partnering workshop.
5. Document lessons learned before contract acceptance.

5-1.012B Partnering Facilitator, Workshops, and Monthly Evaluation Surveys

The Engineer sends you a written invitation to enter into a partnering relationship after contract approval. Respond within 15 days to accept the invitation and request the initial and additional partnering workshops. After the Engineer receives the request, you and the Engineer cooperatively:

1. Select a partnering facilitator that offers the service of a monthly partnering evaluation survey with a 5-point rating and agrees to follow the Department's "Partnering Facilitator Standards and Expectations" available at the Department's Partnering Program website
2. Schedule initial partnering workshop
3. Determine initial workshop site and duration
4. Agree to other workshop administrative details

Additional partnering workshops and sessions are encouraged throughout the life of the project as determined necessary by you and the Engineer, recommended quarterly.

5-1.012C Training in Partnering Skills Development

For a project with a total bid of \$25 million or greater, training in partnering skills development is required.

For a project with a total bid between \$10 million and \$25 million, training in partnering skills is optional.

You and the Engineer cooperatively schedule the training session and select a professional trainer, training site, and 1 to 4 topics from the following list to be covered in the training:

1. Active Listening
2. Building Teams
3. Change Management
4. Communication
5. Conflict Resolution
6. Cultural Diversity
7. Dealing with Difficult People
8. Decision Making
9. Effective Escalation Ladders
10. Emotional Intelligence
11. Empathy
12. Ethics
13. Facilitation Skills
14. Leadership
15. Partnering Process and Concepts
16. Project Management

17. Project Organization
18. Problem Solving
19. Running Effective Meetings
20. Time Management
21. Win-Win Negotiation

Before the initial partnering workshop, the trainer conducts a 1-day training session in partnering skills development for the Contractor's and the Engineer's representatives. This training session must be a separate session from the initial partnering workshop and must be conducted locally. The training session must be consistent with the partnering principles under the Department's "Field Guide to Partnering on Caltrans Construction Projects."

Send at least 2 representatives to the training session. One of these must be your assigned representative as specified in Section 5-1.06, "Superintendence," of the Standard Specifications.

5-1.012D Payment

The Department pays you for:

1. 1/2 of partnering workshops and sessions based on facilitator and workshop site cost
2. 1/2 of monthly partnering evaluation survey service cost
3. Partnering skills development trainer and training site cost

The Department determines the costs based on invoice prices minus any available or offered discounts. The Department does not pay markups on these costs.

The Department does not pay for wages, travel expenses, or other costs associated with the partnering workshops and sessions, monthly partnering evaluation surveys, and training in partnering skills development.

Add:

5-1.015 RECORDS

5-1.015A General

Reserved

5-1.015B Record Retention

Retain project records from bid preparation through:

1. Final payment
2. Resolution of claims, if any

For at least 3 years after the later of these, retain cost records, including records of:

1. Bid preparation
2. Overhead
3. Payrolls
4. Payments to suppliers and subcontractors
5. Cost accounting

Maintain the records in an organized way in the original format, electronic and hard copy, conducive to professional review and audit.

5-1.015C Record Inspection, Copying, and Auditing

Make your records available for inspection, copying, and auditing by State representatives for the same time frame specified under Section 5-1.015B, "Record Retention." The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by State representatives for the same period. Before contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier 5 business days before inspection, copying, or auditing.

If an audit is to start more than 30 days after contract acceptance, the State representative notifies the Contractor, subcontractor, or supplier when the audit is to start.

5-1.015D Cost Accounting Records

Maintain cost accounting records for the project distinguishing between the following work cost categories:

1. Work performed based on bid item prices
2. Work performed by change order other than extra work. Distinguish this work by:
 - 2.1. Bid item prices
 - 2.2. Force account
 - 2.3. Agreed price
3. Extra work. Distinguish extra work by:
 - 3.1. Bid item prices
 - 3.2. Force account
 - 3.3. Agreed price
 - 3.4. Specialist billing
4. Work performed under potential claim records
5. Overhead
6. Subcontractors, suppliers, owner-operators, and professional services

Cost accounting records must include:

1. Final cost code lists and definitions
2. Itemization of the materials used and corresponding vendor's invoice copies
3. Direct cost of labor
4. Equipment rental charges
5. Workers' certified payrolls
6. Equipment:
 - 6.1. Size
 - 6.2. Type
 - 6.3. Identification number
 - 6.4. Hours operated

5-1.015E Extra Work Bills

Maintain separate records for costs of work performed by change order.

Within 7 days after performing the work, submit extra work bills using the Department's Internet extra work billing system.

The Contractor submitting and the Engineer approving an extra work bill using the Internet force account work billing system is the same as each party signing the bill.

The Department provides billing system:

1. Training within 30 days of your written request
2. Accounts and user identification to your assigned representatives after a representative has received training

Each representative must maintain a unique password.

Replace Section 5-1.04 with:

5-1.04 CONTRACT COMPONENTS

A component in one contract part applies as if appearing in each. The parts are complementary and describe and provide for a complete work.

If a discrepancy exists:

1. The governing ranking of contract parts in descending order is:
 - 1.1. Special provisions
 - 1.2. Project plans
 - 1.3. Revised Standard Plans
 - 1.4. Standard Plans
 - 1.5. Amendments to the Standard Specifications
 - 1.6. Standard Specifications
 - 1.7. Supplemental project information
2. Written numbers and notes on a drawing govern over graphics
3. A detail drawing governs over a general drawing
4. A detail specification governs over a general specification
5. A specification in a section governs over a specification referenced by that section

If a discrepancy is found or confusion arises, request correction or clarification.

Add:

5-1.055 SUBCONTRACTING

5-1.055A General

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

If you violate Pub Cont Code § 4100 et seq., the Department may exercise the remedies provided under Pub Cont Code § 4110. The Department may refer the violation to the Contractors State License Board as provided under Pub Cont Code § 4111.

Except for a building-construction non-federal-aid contract, perform work equaling at least 30 percent of the value of the original total bid with your employees and with equipment owned or rented by you, with or without operators.

Each subcontract must comply with the contract.

The Department encourages you to include a dispute resolution process in each subcontract.

Each subcontractor must have an active and valid State contractor's license with a classification appropriate for the work to be performed (Bus & Prof Code, § 7000 et seq.).

Submit copies of subcontracts upon request.

Before subcontracted work starts, submit a Subcontracting Request form.

Do not use a debarred contractor; a current list of debarred contractors is available at the Department of Industrial Relations' Web site.

Upon request, immediately remove and not again use a subcontractor who fails to prosecute the work satisfactorily.

Replace Section 5-1.07 with:

5-1.07 LINES AND GRADES

The Engineer places stakes and marks under Chapter 12, "Construction Surveys," of the Department's Surveys Manual.

Submit your request for Department-furnished stakes:

1. On a Request for Construction Stakes form. Ensure:
 - 1.1. Requested staking area is ready for stakes
 - 1.2. You use the stakes in a reasonable time
2. A reasonable time before starting an activity using the stakes

Establish priorities for stakes and note priorities on the request.

Preserve stakes and marks placed by the Engineer. If the stakes or marks are destroyed, the Engineer replaces them at the Engineer's earliest convenience and deducts the cost.

Replace Section 5-1.10 with:

5-1.10 EQUIPMENT

Clearly stencil or stamp at a clearly visible location on each piece of equipment except hand tools an identifying number and:

1. On compacting equipment, its make, model number, and empty gross weight that is either the producer's rated weight or the scale weight
2. On meters and on the load-receiving element and indicators of each scale, the make, model, serial number, and producer's rated capacity

Submit a list:

1. Describing each piece of equipment
2. Showing its identifying number

Upon request, submit producer's information that designates portable vehicle scale capacities.

For proportioning materials, use measuring devices, material plant controllers, and undersupports complying with Section 9-1.01B, "Weighing Equipment and Procedures."

Measuring devices must be tested and approved under California Test 109 in the Department's presence by any of the following:

1. County Sealer of Weights and Measures
2. Scale Service Agency
3. Division of Measurement Standards Official

The indicator over-travel must be at least 1/3 of the loading travel. The indicators must be enclosed against moisture and dust.

Group measuring system dials such that the smallest increment for each indicator can be read from the location at which proportioning is controlled.

Replace Section 5-1.116 with:

5-1.116 DIFFERING SITE CONDITIONS (23 CFR 635.109)

5-1.116A Contractor's Notification

Promptly notify the Engineer if you find either of the following:

1. Physical conditions differing materially from either of the following:
 - 1.1. Contract documents
 - 1.2. Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract

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

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

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

5-1.116B Engineer's Investigation and Decision

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

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

You may protest the Engineer's decision.

Replace Section 5-1.14 with:

5-1.14 COST REDUCTION INCENTIVE

Comply with Section 4-1.035B, "Value Engineering Change Proposal."

Add:

5-1.145 REQUESTS FOR INFORMATION

Submit an RFI upon recognition of any event or question of fact arising under the Contract.

The Engineer responds to the RFI within 5 days. Proceed with the work unless otherwise ordered. You may protest the Engineer's response by:

1. Submitting an Initial Potential Claim Record within 5 days after receipt of the Engineer's response
2. Complying with Section 5-1.146, "Potential Claims and Dispute Resolution"

Add:

5-1.146 POTENTIAL CLAIMS AND DISPUTE RESOLUTION

5-1.146A General

Minimize and mitigate impacts of potentially claimed work or event.

For each potential claim, assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record
2. Supplemental Potential Claim Record
3. Full and Final Potential Claim Record

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration (Pub Contracting Code § 10240.2)

5-1.146B Initial Potential Claim Record

Submit an Initial Potential Claim Record within 5 days of the Engineer's response to the RFI or within 5 days from the date when a dispute arises due to an act or failure to act by the Engineer. The Initial Potential Claim Record establishes the claim nature and circumstances. The claim nature and circumstances must remain consistent.

The Engineer responds within 5 days of the date of the Initial Potential Claim Record. Proceed with the potentially claimed work unless ordered.

Within 20 days of a request, provide access to the project records determined necessary by the Engineer to evaluate the potential claim.

5-1.146C Supplemental Potential Claim Record

Within 15 days of submitting the Initial Potential Claim Record, submit a Supplemental Potential Claim Record including:

1. Complete nature and circumstances causing the potential claim or event
2. Contract specifications supporting the basis of a claim
3. Estimated claim cost and an itemized breakdown of individual costs stating how the estimate was determined

4. TIA

The Engineer evaluates the Supplemental Potential Claim Record and furnishes you a response within 20 days of submittal. If the estimated cost or effect on the scheduled completion date changes, update the Supplemental Potential Claim Record information as soon as the change is recognized and submit this information.

5-1.146D Full and Final Potential Claim Record

Notify the Engineer within 10 days of the completion date of the potentially claimed work. The Engineer approves this completion date or notifies you of a revised date.

Within 30 days of the completion of the potentially claimed work, submit a Full and Final Potential Claim Record including:

1. A detailed factual account of the events causing the potential claim, including:
 - 1.1. Necessary dates
 - 1.2. Locations
 - 1.3. Work items affected by the potential claim
2. The Contract documents supporting the potential claim and a statement of the reasons these parts support entitlement
3. If a payment adjustment is requested, an itemized cost breakdown. Segregate costs into the following categories:
 - 3.1. Labor, including:
 - 3.1.1. Individuals
 - 3.1.2. Classifications
 - 3.1.3. Regular and overtime hours worked
 - 3.1.4. Dates worked
 - 3.2. Materials, including:
 - 3.2.1. Invoices
 - 3.2.2. Purchase orders
 - 3.2.3. Location of materials either stored or incorporated into the work
 - 3.2.4. Dates materials were transported to the job site or incorporated into the work
 - 3.3. Equipment, including:
 - 3.3.1. Detailed descriptions, including make, model, and serial number
 - 3.3.2. Hours of use
 - 3.3.3. Dates of use
 - 3.3.4. Equipment rates at the rental rate listed in Labor Surcharge and Equipment Rental Rates in effect when the affected work related to the claim was performed
4. If a time adjustment is requested:

- 4.1. Dates for the requested time.
 - 4.2. Reasons for a time adjustment.
 - 4.3. Contract documentation supporting the requested time adjustment.
 - 4.4. TIA. The TIA must demonstrate entitlement to a time adjustment.
5. Identification and copies of your documents and copies of communications supporting the potential claim, including certified payrolls, bills, cancelled checks, job cost reports, payment records, and rental agreements
 6. Relevant information, references, and arguments that support the potential claim

The Department does not consider a Full and Final Potential Claim Record that does not have the same nature, circumstances, and basis of claim as those specified on the Initial Potential Claim Record and Supplemental Potential Claim Record.

The Engineer evaluates the information presented in the Full and Final Potential Claim Record and furnishes you a response within 30 days of its receipt unless the Full and Final Potential Claim Record is submitted after Contract acceptance; in which case, a response may not be furnished. The Engineer's receipt of the Full and Final Potential Claim Record must be evidenced by postal return receipt or the Engineer's written receipt if delivered by hand.

5-1.146E Dispute Resolution

Comply with Section 5-1.15, "Dispute Resolution."

Add:

5-1.15 DISPUTE RESOLUTION

5-1.15A General

Section 5-1.15, "Dispute Resolution," applies to a contract with 100 or more working days.

The dispute resolution process is not a substitute for the submitting an RFI or a potential claim record.

5-1.15B Dispute Resolution Advisor

Section 5-1.15B, "Dispute Resolution Advisor," applies to a contract with a total bid from \$3 million to \$10 million.

A dispute resolution advisor, hereinafter referred to as "DRA," is chosen by the Department and the Contractor to assist in the resolution of disputes.

The DRA shall be established by the Department and the Contractor within 30 days of contract approval.

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

The Department and the Contractor shall select one of the 6 nominees to be the DRA. If the Department and the Contractor cannot agree on one candidate, the Department and the Contractor shall each choose one of the 3 nominated by the other. The final selection of the DRA will be decided by a coin toss between the two candidates.

The Department and the Contractor shall complete and adhere to the Dispute Resolution Advisor Agreement. No DRA meeting shall take place until the Dispute Resolution Advisor Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

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

DRA recommendations are nonbinding.

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

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

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

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

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

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

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

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

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

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

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

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

A copy of the "Dispute Resolution Advisor Agreement" to be executed by the Contractor, State and the DRA is as follows:

DISPUTE RESOLUTION ADVISOR AGREEMENT

(Contract Identification)

Contract No. _____

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

WITNESSETH, that

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

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

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

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

SECTION I DESCRIPTION OF WORK

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

SECTION II DRA QUALIFICATIONS

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

No DRA shall have prior direct involvement in this contract. No DRA shall have a financial interest in this contract or parties thereto, including but not limited to the CONTRACTOR, subcontractors, suppliers, consultants, and legal and business services, within a period 6 months prior to award and during this contract. Exceptions to above are compensation for services on this

or other DRAs and DRBs or retirement payments or pensions received from a party that are not tied to, dependent on or affected by the net worth of the party.

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

SECTION III SCOPE OF WORK

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

A. PROCEDURES

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

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

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

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

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

B. DISPUTE MEETING

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

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

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

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

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

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

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

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

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

1. TRADITIONAL DISPUTE MEETING:

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

- a. Within 5 days after receiving the STATE's written response to the CONTRACTOR's supplemental potential claim record, the CONTRACTOR shall refer the dispute to the DRA, if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRA, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRA what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. The parties shall each be afforded an opportunity to be present and to be heard by the DRA, and to offer evidence. Either party furnishing written evidence or documentation to the DRA must furnish copies of such information to the other party a minimum of 10 days prior to the date the DRA is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRA may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRA. The DRA shall not consider evidence not furnished in conformance with the terms specified herein.
- c. Upon receipt by the DRA of a written referral of a dispute, the DRA shall convene to review and consider the dispute. The dispute meeting shall be held no later than 25 days after receipt of the written referral unless otherwise agreed to by all parties.
- d. The DRA shall furnish a written report to both parties. The DRA may request clarifying information of either party within 5 days after the DRA dispute meeting. Requested information shall be submitted to the DRA within 5 days of the DRA request. The DRA shall complete its report and submit it to the parties within 10 days of the DRA dispute meeting, except that time extensions may be granted at the request of the DRA with the written concurrence of both parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRA as pertinent to the dispute, and the DRA's interpretation and philosophy in arriving at its conclusions and recommendations and, if appropriate, recommends guidelines for determining compensation. The DRA's written opinion shall stand on its own, without attachments or appendices.

- e. Within 10 days after receiving the DRA's report, both parties shall respond to the DRA in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRA's recommendation or response to a request for reconsideration presented in the report by either party, shall conclusively indicate that the party(s) failing to respond accepts the DRA recommendation. Immediately after responses have been received from both parties, the DRA shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRA's report from the DRA prior to responding to the report. The DRA shall consider any clarification request only if submitted within 5 days of receipt of the DRA's report, and if submitted simultaneously in writing to both the DRA and the other party. Each party may submit only one request for clarification for any individual DRA report. The DRA shall respond, in writing, to requests for clarification within 5 days of receipt of such requests.
- f. Either party may seek a reconsideration of the DRA's recommendation. The DRA shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 10 day time limit specified for response to the DRA's written report. Each party may submit only one request for reconsideration regarding an individual DRA recommendation.
- g. If the parties are able to settle their dispute with the aid of the DRA's report, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 30 days of the acceptance by both parties of the settlement, either party may request the DRA to make a recommendation regarding compensation.

2. INFORMAL DISPUTE MEETING

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

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

- a. The parties shall furnish the DRA with one copy of pertinent documents requested by the DRA that are or may become necessary for the DRA to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRA.
- b. After the dispute meeting has concluded, the DRA shall deliberate in private the same day, until a response to the parties is reached or as otherwise agreed to by the parties.
- c. The DRA then verbally delivers its recommendation with findings to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRA, on complex issues, may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRA may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRA's opinion, the STATE and CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRA will not be bound by its oral recommendation in the event that a dispute is later heard by the DRA in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.15B, "Dispute Resolution Advisor," of the Standard Specifications or Subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

SECTION IV TIME FOR BEGINNING AND COMPLETION

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

SECTION V PAYMENT

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

A. PAYMENT PROCESSING

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

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

B. INSPECTION OF COSTS RECORDS

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

SECTION VI ASSIGNMENT OF TASKS OF WORK

The DRA shall not assign the work of this AGREEMENT.

SECTION VII TERMINATION OF DRA

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

SECTION VIII LEGAL RELATIONS

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

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

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

SECTION IX CONFIDENTIALITY

The parties hereto mutually understand and agree that all documents and records provided by the parties in reference to issues brought before the DRA, which documents and records are marked "Confidential - for use by the DRA only," shall be kept in confidence and used only for the purpose of resolution of subject disputes, and for assisting in development of DRA findings and recommendations; that such documents and records will not be utilized or revealed to others, except to officials of the parties who are authorized to act on the subject disputes, for any purposes, during the life of this AGREEMENT. Upon termination of this AGREEMENT, said confidential documents and records, and all copies thereof, shall be returned to the parties who furnished them to the DRA. However, the parties understand that such documents may be subsequently discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION X DISPUTES

Disputes between the parties arising out of the work or other terms of this AGREEMENT that cannot be resolved by negotiation and mutual concurrence between the parties or through the administrative process provided in the contract shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications. Disputes between the DRA and the parties that cannot be resolved by negotiation and mutual concurrence shall be resolved in the appropriate forum.

SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party, including the DRA, deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

SECTION XII FEDERAL REVIEW AND REQUIREMENTS

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

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

SECTION XIII CERTIFICATION OF CONTRACTOR, DRA, AND STATE

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

DRA

By: _____

Title: _____

CONTRACTOR

By: _____

Title: _____

CALIFORNIA DEPARTMENT
OF TRANSPORTATION

By: _____

Title: _____

5-1.15C Dispute Resolution Board

Section 5-1.15C, "Dispute Resolution Board," applies to a contract with a total bid of over \$10 million.

The Dispute Resolution Board, hereinafter referred to as "DRB," is a three member board established by the Department and Contractor to assist in the resolution of disputes.

The DRB shall be established by the Department and the Contractor within 45 days after contract approval.

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

The Department and Contractor shall provide the other written notification for approval of the name of their DRB nominee along with the nominee's disclosure statement.

Disclosure statements shall include a resume of the nominee's experience and a declaration statement describing past, present, anticipated, and planned relationships with all parties involved in this contract. Objections to nominees shall be based on a specific breach or violation of nominee responsibilities or on nominee qualifications. The Department or the Contractor may, on a one-time basis, object to the other's nominee without specifying a reason and this person shall not be selected for the DRB. Another person shall then be nominated within 15 days.

The 2 DRB members shall proceed with the selection of the third DRB member immediately after receiving written notification from the Department of their selection. The 2 DRB members shall provide their recommendation simultaneously to the parties within 15 days. The third member shall provide disclosure statement to the first 2 DRB members, to the Department, and the Contractor. The professional experience of the third DRB member shall complement that of the first 2 DRB members. The third DRB member shall be subject to mutual approval of the Department and the Contractor. If the 2 DRB members cannot agree on the third nominee, they shall submit a list of nominees to the Department and the Contractor for final selection and approval.

If the Department and the Contractor cannot agree on the third DRB member, or if the first 2 DRB members are unable to agree upon a recommendation, the Department and the Contractor shall select 6 names from the current list of arbitrators certified by the Public Works Contract Arbitration Committee created by Article 7.2 of the State Contract Act. The 2 DRB members shall then select one of the 6 names by a blind draw.

The 3 DRB members shall appoint one member as a chairperson to provide leadership for the DRB's activities. The chairperson shall be approved by the Department and the Contractor. In the event of an impasse, the third DRB member shall become the chairperson.

The Department and Contractor shall complete and adhere to the Dispute Resolution Board Agreement. No DRB meeting shall take place until the Dispute Resolution Board Agreement has been signed by all parties, unless all parties agree to sign it at the first meeting.

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

DRB recommendations are nonbinding.

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

DRB member replacements are selected in the same manner as the original selection. The appointment of a replacement DRB member will begin promptly upon determination of the need for replacement. The Dispute Resolution Board Agreement shall be amended to reflect the change in the DRB.

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

The Department and the Contractor shall bear the costs and expenses of the DRB equally.

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

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

The Department will provide conference facilities for DRB meetings at no cost to the Contractor.

The Contractor shall make direct payments to each DRB member for their participation in authorized meetings and approved hourly rate charges from invoices submitted by each DRB member.

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

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

The Contractor shall submit extra work bills and include evidence of every payment to each DRB member in the form of a cancelled check or bank statement within 30 days of payment.

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

A copy of the "Dispute Resolution Board Agreement" to be executed by the Department, Contractor, and the 3 DRB members after approval of the contract follows:

DISPUTE RESOLUTION BOARD AGREEMENT

(Contract Identification)

Contract No. _____

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

_____,
(DRB Member)

_____,
(DRB Member)

and _____
(DRB Chairperson)

WITNESSETH, that

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

WHEREAS, the Standard Specifications for the above referenced contract provides for the establishment and operation of the DRB to assist in resolving disputes; and

WHEREAS, the DRB is composed of three members, one selected by the STATE, one selected by the CONTRACTOR, and the third member selected by the other two members and approved by the parties; and

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

SECTION I DESCRIPTION OF WORK

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

SECTION II DRB QUALIFICATIONS

DRB members shall be knowledgeable in the type of construction and contract documents anticipated by the contract and shall have completed training through the Dispute Review Board Foundation.

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

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

SECTION III SCOPE OF WORK

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

A. PROCEDURES

The DRB shall establish procedures that will govern the conduct of its business and reporting procedures in conformance with the requirements of the contract and the terms of this AGREEMENT. The DRB established procedures shall only be implemented upon approval of the parties.

The DRB Chairperson shall schedule progress and dispute meetings and any other DRB activities.

The parties shall not call on any of the DRB members, who served on this contract, as a witness in arbitration proceedings, which may arise from this contract.

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

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

B. PROGRESS MEETINGS

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

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

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

C. DISPUTE MEETING

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

Either the STATE or the CONTRACTOR may request a dispute meeting with the DRB. The requesting party shall simultaneously notify the other party of each dispute meeting request. Upon being notified of the need for a dispute meeting, the DRB shall review and consider the dispute. The DRB shall determine the time and location of the dispute meeting with due consideration for the needs and preferences of the parties, while recognizing the importance of a speedy resolution to the dispute.

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

No DRB dispute meeting shall take place later than 30 days prior to acceptance of the contract.

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

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

At the dispute meeting the DRB may ask questions, seek clarification, and request further clarification of data presented by either of the parties as may be necessary to assist in making a fully informed recommendation. However, the DRB shall refrain from expressing opinions on the merits of statements on matters under dispute during the parties' presentations. The claimant shall discuss the dispute, followed by the other party. Each party shall then be allowed one or more rebuttals at the meeting until all aspects of the dispute are thoroughly covered. Each party will be given ample time to fully present its position, make rebuttals, provide relevant documents, and respond to DRB questions and requests.

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

Failure to attend a dispute meeting by either of the parties shall be conclusively considered by the DRB as indication that the non-attending party considers all written documents and correspondence submitted as their entire and complete argument.

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

The DRB shall make every effort to reach a unanimous decision.

1. TRADITIONAL DISPUTE MEETING:

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

- a. Within 21 days after receiving the STATE's written response to the CONTRACTOR's supplemental potential claim record, the CONTRACTOR shall refer the dispute to the DRB if the CONTRACTOR wishes to further pursue the dispute. The CONTRACTOR shall make the referral in writing to the DRB, simultaneously copied to the STATE. The written dispute referral shall describe the disputed matter in individual discrete segments, so that it will be clear to both parties and the DRB what discrete elements of the dispute have been resolved, and which remain unresolved, and shall include an estimate of the cost of the affected work and impacts, if any, on project completion.
- b. The parties shall each be afforded an opportunity to be present and to be heard by the DRB, and to offer evidence. Either party furnishing written evidence or documentation to the DRB must furnish copies of such information to the other party a minimum of 15 days prior to the date the DRB is scheduled to convene the meeting for the dispute. Either party shall produce such additional evidence as the DRB may deem necessary to reach an understanding and a determination of the dispute. The party furnishing additional evidence shall furnish copies of such additional evidence to the other party at the same time the evidence is provided to the DRB. The DRB shall not consider evidence not furnished in conformance with the terms specified herein.
- c. Upon receipt by the DRB of a written referral of a dispute, the DRB shall convene to review and consider the dispute. The dispute meeting shall be held no earlier than 30 days and no later than 60 days after receipt of the written referral unless otherwise agreed to by all parties.
- d. The DRB may request clarifying information of either party within 10 days after the dispute meeting. Requested information shall be submitted to the DRB within 10 days of the DRB request.
- e. The DRB shall furnish a written report to the parties with its conclusion(s) and recommendation(s). The DRB shall complete its report, including minority opinion, if any, and submit it to the parties within 30 days of the dispute meeting, except that time extensions may be granted at the request of the DRB with the written concurrence of the parties. The report shall summarize the facts considered, the contract language, law or regulation viewed by the DRB as pertinent to the dispute, and the DRB's interpretation and reasoning in arriving at its conclusion(s) and recommendation(s) and, if appropriate, recommends guidelines for determining compensation. The DRB's written opinion shall

stand on its own, without attachments or appendices. The DRB Chairperson shall furnish a copy of the written recommendation report to the DRB Coordinator, Division of Construction, MS 44, P.O. Box 942874, Sacramento, CA 94274.

- f. Within 30 days after receiving the DRB's report, the parties shall respond to the DRB in writing signifying that the dispute is either resolved or remains unresolved. Failure to provide the written response within the time specified, or a written rejection of the DRB's recommendation or a written response requesting the DRB reconsider their recommendation, shall conclusively indicate that the party(s) failing to respond accepts the DRB recommendation. Immediately after responses have been received from both parties, the DRB shall provide copies of both responses to the parties simultaneously. Either party may request clarification of elements of the DRB's report from the DRB prior to responding to the report. The DRB shall consider any clarification request only if submitted within 10 days of receipt of the DRB's report, and if submitted simultaneously in writing to both the DRB and the other party. Each party may submit only one request for clarification for any individual DRB report. The DRB shall respond, in writing, to requests for clarification within 10 days of receipt of such requests.
- g. Either party may seek a reconsideration of the DRB's recommendation. The DRB shall only grant reconsideration based upon submission of new evidence and if the request is submitted within the 30 day time limit specified for response to the DRB's written report. Each party may submit only one request for reconsideration regarding an individual DRB recommendation.
- h. If the parties are able to settle their dispute with the aid of the DRB's report, the STATE and the CONTRACTOR shall promptly accept and implement the settlement of the parties. If the parties cannot agree on compensation within 60 days of the acceptance by both parties of the settlement, either party may request the DRB to make a recommendation regarding compensation.

2. INFORMAL DISPUTE MEETING

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

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

- a. The parties shall furnish the DRB with one copy of pertinent documents requested by the DRB that are or may become necessary for the DRB to perform its function. The party furnishing documents shall furnish such documents to the other party at the same time the document is provided to the DRB.
- b. After the dispute meeting has concluded, the DRB members shall deliberate in private the same day until a response to the parties is reached or as otherwise agreed to by the parties.
- c. The DRB then verbally delivers its recommendation with findings, including minority opinion, if any, to the parties.
- d. After the recommendation is presented, the parties may ask for clarifications.
- e. Occasionally the DRB may be unable to formulate a recommendation based on the information given at a dispute meeting. However, the DRB may provide the parties with advice on strengths and weaknesses of their prospective positions, in the hope of the parties reaching settlement.
- f. If the parties are able to settle their dispute with the aid of the DRB's opinion, the STATE and the CONTRACTOR shall promptly accept and implement the settlement of the parties.
- g. The DRB will not be bound by its verbal recommendation in the event that a dispute is later heard by the DRB in a traditional dispute meeting.

Unless the dispute is settled, use of the informal dispute meeting does not relieve the parties of their responsibilities under Section 5-1.15C, "Dispute Resolution Board," of the Standard Specifications or subsection, "Traditional Dispute Meeting," of this AGREEMENT. There will be no extension of time allowed for the process to permit the use of the informal dispute meeting, unless otherwise agreed to by the parties.

SECTION IV TIME FOR BEGINNING AND COMPLETION

DRB members shall not begin work under the terms of this AGREEMENT, until authorized in writing by the STATE or as agreed to by the parties. Once established, the DRB shall be in operation until the Director accepts the contract. If the contract is terminated in accordance with Section 8-1.08, "Termination of Control," of the Standard Specifications, the DRB will be dissolved.

SECTION V PAYMENT

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

A. PAYMENT PROCESSING

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

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

B. INSPECTION OF COSTS RECORDS

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

SECTION VI ASSIGNMENT OF TASKS OF WORK

DRB members shall not assign the work of this AGREEMENT.

SECTION VII TERMINATION OF A DRB MEMBER

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

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

- A. The State may terminate service of the State appointed member.
- B. The Contractor may terminate service of the Contractor appointed member.
- C. Upon the written recommendation of the State and Contractor appointed members for the removal of the third member.
- D. Upon resignation of a member.

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

Each party shall document the need for replacement and substantiate the replacement request in writing to the other party and DRB members.

SECTION VIII LEGAL RELATIONS

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

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

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

SECTION IX CONFIDENTIALITY

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

discoverable and admissible in court or arbitration proceedings unless a protective order has been obtained by the party seeking further confidentiality.

SECTION X DISPUTES

Disputes between the parties arising out of the work or other terms of this AGREEMENT, which cannot be resolved by negotiation and mutual concurrence between the parties, or through the administrative process provided in the contract, shall be resolved by arbitration as provided in Section 9-1.10, "Arbitration," of the Standard Specifications. Disputes between the DRB and either party, which cannot be resolved by negotiation and mutual concurrence, shall be resolved in the appropriate forum.

SECTION XI VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party deems it necessary to institute arbitration proceedings to enforce any right or obligation under this AGREEMENT, the parties hereto agree that such action shall be initiated in the Office of Administrative Hearings of the State of California. The parties hereto agree that all questions shall be resolved by arbitration by application of California law and that the parties to such arbitration shall have the right of appeal from such decisions to the Superior Court in conformance with the laws of the State of California. Venue for the arbitration shall be Sacramento or any other location as agreed to by the parties.

SECTION XII FEDERAL REVIEW AND REQUIREMENTS

On Federal-Aid contracts, the Federal Highway Administration shall have the right to review the work of the DRB in progress, except for private meetings or deliberations of the DRB that do not become part of the project records.

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

SECTION XIII CERTIFICATION OF CONTRACTOR, DRB, AND STATE

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

DRB MEMBER

DRB MEMBER

By: _____

By: _____

Title: _____

Title : _____

DRB CHAIRPERSON

By : _____

Title : _____

CONTRACTOR

CALIFORNIA DEPARTMENT
OF TRANSPORTATION

By: _____

By: _____

Title: _____

Title: _____

Add:

5-1.16–5-17 (BLANK)

Add:

5-1.18 PROPERTY AND FACILITY PRESERVATION

5-1.18A General

Preserve property and facilities, including:

1. Adjacent property
2. Department's instrumentation
3. ESAs
4. Lands administered by other agencies
5. Railroads and railroad equipment
6. Roadside vegetation not to be removed
7. Utilities
8. Waterways

Immediately report damage to the Engineer.

If you cause damage, you are responsible.

Install sheet piling, cribbing, bulkheads, shores, or other supports necessary to support existing facilities or support material carrying the facilities.

Dispose of temporary facilities when they are no longer needed.

If you damage plants not to be removed:

1. Dispose of them outside the right of way unless the Engineer allows you to reduce them to chips and spread the chips within the highway at locations designated by the Engineer
2. Replace them

Replace plants with plants of the same species.

Replace trees with 24-inch-box trees.

Replace shrubs with No. 15 container shrubs.

Replace ground cover plants with plants from flats. Replace Carpobrutus ground cover plants with plants from cuttings. Plant ground cover plants 1 foot on center.

If a plant establishment period is specified, replace plants before the start of the plant establishment period; otherwise, replace plants at least 30 days before Contract acceptance.

Water each plant immediately after planting and saturate the backfill soil around and below the roots or ball of earth around the roots of each plant. Water as necessary to maintain plants in a healthy condition until Contract acceptance.

The Department may make a temporary repair to restore service to a damaged facility.

If working on or adjacent to railroad property, do not interfere with railroad operations.

For an excavation on or affecting railroad property, submit work plans showing the system to be used to protect railroad facilities. Allow 65 days for the Engineer's review of the plans. Do not perform work based on the plans until the Engineer notifies you they are accepted.

5-1.18B Nonhighway Facilities (Including Utilities)

The Department may rearrange a nonhighway facility during the Contract. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility. The

Department may authorize facility owners and their agents to enter the highway to perform rearrangement work for their facilities or to make connections or repairs to their property. Coordinate activities to avoid delays.

Notify the Engineer at least 3 business days before you contact the regional notification center under Govt Code § 4216 et seq. Failure to contact the notification center prohibits excavation.

Before starting work that could damage or interfere with underground infrastructure, locate the infrastructure described in the Contract, including laterals and other appurtenances, and determine the presence of other underground infrastructure inferred from visible facilities such as buildings, meters, or junction boxes.

Notify the Engineer if the infrastructure described in the Contract cannot be found. If after giving the notice, you find the infrastructure in a substantially different location than described, finding the infrastructure is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

Underground infrastructure described in the Contract may be in different locations than described, and additional infrastructure may exist.

Upon discovering an underground main or trunk line not described in the Contract, immediately notify the Engineer and the infrastructure owner. The Engineer orders the locating and protecting of the infrastructure. The locating and protecting is paid for as extra work as specified in Section 4-1.03D, "Extra Work." If ordered, repair infrastructure damage. If the damage is not due to your negligence, the repair is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

If necessary underground infrastructure rearrangement is not described in the Contract, the Engineer may order you to perform the work. The rearrangement is paid for as extra work as specified in Section 4-1.03D, "Extra Work."

If you want infrastructure rearrangement different from that described in the Contract:

1. Notify the Engineer
2. Make an arrangement with the infrastructure owner
3. Obtain authorization for the rearrangement
4. The Department does not adjust time or payment for rearrangement different from the Contract
5. Pay the infrastructure owner any additional cost

Immediately notify the Engineer of a delay due to the presence of main line underground infrastructure not described in the Contract or in a substantially different location or due to rearrangement different from the Contract. The Department pays for one of these delays in the same manner as specified for a right of way delay in Section 8-1.09, "Right of Way Delays."

5-1.09 PARTENERING

The standard provisions of this section shall not apply.

5-1.20C RAILROAD RELATIONS

A portion of this project is in close proximity to Union Pacific Rail Road (UPRR) right of way and a major rail line. The contractor is to be aware that no encroachment onto UPRR lands is allowed or permitted without UPRR encroachment permits. No UPRR encroachment permits are expected to be obtained for this project. Trenches and excavations adjacent to the right of way shall conform to UPRR shoring requirements as detailed on the plans and in these specifications.

Contractor is to provide Owner with an original wet signed and stamped copy of all shoring engineered design and calculations, prepared by a registered engineer with current California

engineering license, for all trenching and shoring work within 20' of the UPRR property or any active rail line.

Allow the Engineer 30 days for review of submitted shoring design and calculations.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

5-1.20D REGIONAL WATER QUALITY CONTROL BOARD RELATIONS

The location of the storm drainage outfall is within an area controlled by the Regional Water Quality Control Board. Regional Water Quality Control Board WDID#5A04CR00226 has been issued covering work to be performed under this contract. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

Copies of the agreement are attached in Appendix F.

Modifications to the agreement between the BCAG and the U.S. Army Corps of Engineers which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the U.S. Army Corps of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.20E U.S. ARMY CORPS OF ENGINEERS REALTIONS

A portion of this project is located within the jurisdiction of the U.S. Army Corps of Engineers, regulatory division. An Army Nationwide Permit (NWP 7 Outfall Structures) letter with "special conditions" has been issued (SPK-2012-01307). The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement are attached in Appendix F.

Modifications to the agreement between the BCAG and the U.S. Army Corps of Engineers which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the U.S. Army Corps of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.20F CALIFORNIA DEPARTMENT OF FISH & GAME RELATIONS

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. A Streambed Alteration Agreement (Notification No. 1600-2013-0167-R2) has been entered into by BCAG and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement are attached in Appendix F.

Modifications to the agreement between the BCAG and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer and Contract Manager for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5-1.20G SIERRA NEVADA BREWERIES RELATIONS

A portion of this project is located on and across lands owned by Sierra Nevada Brewery (SNB). Both a memorandum of understanding and Permit to Construct & Enter has been entered into by BCAG and Sierra Nevada Brewery. The Contractor shall be fully informed of the requirements of these agreements as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly. A copy of the Permit to Enter has been attached in Appendix G.

Notify SNB at least 48 hours in advance of any work on SNB property. Additional notification and scheduling time is required for the jack and bore operations. SNB staff will be invited to all weekly planning meetings. The SNB points of contact are: (both require separate notification)

David Tamble
Transload Operations Manager
1075 East 20th Street
Chico, CA 95928
(530) 510-5085
tamble@sierranevada.com

&

Lau Ackerman
Ag & Landscape Supervisor
1075 East 20th Street
Chico, CA 95928
(530) 510-5045
lau@sierranevada.com

Outfall Access: All access to the Outfall structure and 48" storm drain work must be along either the SNB improved gravel road immediately adjacent to the SNB transfer facility building or over the railroad spur and the southern end using a UPRR approved temporary crossing. The existing gravel access road next to the hops field has minimal widths and is not suitable for semi-truck and trailer deliveries. The guy wires for the hops support structure must be flagged and highly visible to all equipment operators before any equipment will be allowed thru this area. There are significant dust considerations with the use of this access road and general construction. Contractor shall limit his use of the gravel access road to the greatest extent possible and utilize the temporary spur crossing for as much of the work as possible.

Dust Control: Contractor shall take all measures deemed required to maintain a Zero Dust Policy for all equipment, operations and deliveries onto or across the SNB property. This applies to scrapers, loaders, semi-truck and trailers, pick-ups, excavators, etc. The creation of dust on this property will have a negative effect on the success of the farming operations and ultimately the crop yields. Contractor shall keep a water truck on-site full time during the period of all access across the SNB property to ensure any dust conditions can be dealt with immediately. Contractor shall tarp all truckloads of soil export while crossing or driving adjacent to the SNB Farm property, to ensure the dust contamination is minimized. Vehicle speeds shall be reduced to a maximum of 15 mph.

Yield to SNB Traffic: The contractor shall not impact the active operations of SNB. Sierra Nevada receives 8 to 10 railcars per week. On average 12 to 18 railcars are stored on the tracks in different stages of unloading. Jack and Bore operations shall be closely timed with SNB and avoid delaying rail deliveries. SNB regularly transports materials to and from their rail spur by semi-truck approximately every 1½ hours, 7 days a week. SNB transport take priority over construction operations or use of the SNB access road through the site. Contractor is to provide flagmen as needed to ensure the continuous operation of the SNB deliveries thru the site, and ensure all contractor equipment and deliveries yield the right of way to the SNB grain transfer. The roadways serving this facility shall remain open at all times with a minimum serviceable width to provide one-way truck traffic.

Farm Operations: SNB farm operations anticipate that the large Rye field will be harvested, baled, disked and then flooded for rodent control starting in early June. Contractor is aware and acknowledges that the flooding of this field may result in subsidence or wet/muddy areas immediately adjacent to the SNB access road that could lead to dangerous driving conditions. Contractor will take all safety precautions to slow-down, identify with flagging and avoid any wet areas of subsidence along all haul routes. The hops field will be growing and highly susceptible to dust damage, contractor is to maintain a Zero Dust Policy.

Organic Farming Certification: SNB has achieved Organic Certification for this farm property after a lengthy certification process over the last 3 years. Contractor shall not take any actions or use any chemicals which will void or affect the SNB Organic Certification. Any/All products use on the SNB property shall be reviewed and Accepted by the Farm Operations Manager prior to delivery onto the SNB property. Should any actions by the contractor result in a loss of the Organic Certification, contractor will compensate SNB for all efforts to re-gain the same level of certification. Similarly, any soil from the headwall and storm drain excavations shall be stockpiled off the SNB farm property. Sierra Nevada Brewery (SNB) operates organic farming adjacent to this project. Special considerations shall be taken as follows to avoid disturbing the farming operations:

1. Minimize the disturbed area on the SNB lands.
2. Laydown, material, and equipment storage areas shall be kept off SNB lands.
3. Limit the use of the lands to egress and active construction only, stay on designated roads where feasible.
4. SNB shall have continuous access to their property for trucking and agricultural uses. Contractor shall maintain a minimum of 10' clear lane at all times including during re-construction of the existing SNB driveway.
5. Erosion control seed mix shall include only the following pre-approved varieties. Substitutions must be approved by SNB landscape supervisor

<u>Botanical Name</u>	<u>Common Name</u>
Melica californica	California melicgrass

Railroad Spur & Access Road Repair: Contractor is responsible for the costs to repair any railroad track damage or other property damage including gravel access drive caused by the construction operation. Special care shall be exercised to avoid contaminating or spilling dirt on railroad ballast rock, ties, or tracks.

SNB has agreed to allow the contractor to use their graveled access road across the property for a haul road, access and material deliveries, as long as the contractor repairs the road to the same condition as prior to their use. The road will be oiled using organic certified road oil just prior to the start of construction work to minimize dust impacts to the farming operations. Contractor will be required to remove dust, droppings, debris from this access road as it accumulates, and on a daily basis to comply with the Zero Dust Policy and keep the grain delivery trucks from tracking this into the transfer house and contaminating the grain during transfers.

Permit to enter includes a provision requiring scarification, additional base rock, and re compaction of the route from Aztec to the storm drainage outfall. This work is included in “Aggregate Base Rock” and will be required.

Security of SNB Property: All gates onto the SNB farm property shall be closed and securely locked at the end of each shift or days work. The area along Comanche Creek and the railroad tracks has been known as an area where homeless have congregated in the past. The contractor is responsible to ensure all gates/fencing remains closed at night to keep all unauthorized personnel off the SNB farm and grain transfer property.

Railroad Requirements: Butte County Association of Governments (BCAG) will contract directly with Sierra Nevada’s Rail Contractor, JMA Civil, to perform a Federal Railroad Administration (FRA) track inspection prior to start of construction and after construction is considered substantially complete.

Separately from this BCAG will contract directly with a surveying firm to provide detailed pre and post construction elevations of the track at the location of pipe jack and bore.

Prior to excavation Contractor to provide Owner with an original wet signed and stamped copy of all shoring engineered design and calculations, prepared by a registered engineer with current California engineering license, for all trenching and shoring work within 30’ of SNB owned rail spur lines, as required in other items of work.

Allow the Engineer 30 days for review of submitted shoring design and calculations.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

5-1.20H CITY OF CHICO RELATIONS

All facilities being constructed with this project, excepting those owned by private utility companies, will be dedicated to and become the property of the City of Chico. Contractor is directed to conform to City of Chico Improvement Standards and modifications made on the plans.

Owner will pay for city inspection costs, excepting any overtime due to contractor working hours, or re-inspection due to contractor errors. Any cost due from the contractor for City inspection will be charged against the contract and deducted from monies due, or to become, due to the Contractor.

Prior to start of work within the City of Chico's right-of-way the contractor will be required to obtain an Encroachment Permit from the City of Chico. Contactor shall pay all associated encroachment permit fee costs. A copy of the Encroachment Permit procedure letter is included in Appendix G.

5-1.23 SUBMITTALS

In addition to the standard provisions of this section the following special provisions shall apply:

Product submittals are required to determine conformance with specified requirements, and to promote the planning of the work by the contractor in sufficient detail to allow for proper coordination and execution of the Work.

Submit all drawings and data, unless specified otherwise, in electronic PDF format or other approved method. No hard copies are required.

Restrict each submittal to only one Specification Section or portion thereof. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for complete systems. The Engineer may reject partial submittals as not complying with the provisions of the contract documents.

Make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work. Make all shop drawing prints in blue or black line on white background. If shop drawings show variations from Contract requirements because of standard shop practice or other reason, specifically note such variations in letter of transmittal as well as on drawings.

Prior to submittal for Engineer's review, use all means necessary to fully coordinate all materials, including the following procedures:

1. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.
2. Coordinate as required with all trades and with all public agencies involved.
3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.

The Contractor shall make all submittals far enough in advance of scheduled dates of installation to provide all required time for reviews, for securing necessary approvals, for possible revision and resubmittal, and for placing orders and securing delivery.

In scheduling, allow at least fifteen (15) working days for the Engineer's review.

At least one copy of each submittal will be returned to the Contractor marked "Approved", "Approved as Noted", "Revise and Resubmit", or "Rejected." Submittals marked "Approved as Noted" need not be resubmitted, but the notes shall be followed. If a submittal is rejected, it will be marked to indicate what is unsatisfactory. Resubmit revised drawings or data as indicated

Approval of each submittal by the Engineer will be general only and shall not be construed as:

1. Permitting any departure from the contract requirements.
2. Relieving the Contractor of the responsibility for any errors and omissions in details, dimensions, or of other nature that may exist.
3. Approving departures from additional details or instructions previously furnished by the Engineer.
4. Relieving the Contractor from verifying all field conditions and dimensions.

Any submittals which are returned to the Contractor for resubmittal due to incompleteness or noncompliance more than once will cause additional review time and expense for BCAG. The Contractor shall reimburse BCAG for all costs associated with the third and subsequent review of any submittals. The BCAG reserves the right to deduct resubmittal review costs from amounts due the Contractor.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

5-1.24 SUBSTITUTIONS

The contract is based on the materials, equipment, and methods described in the contract documents. Any proposed substitutions by the Contractor are subject to the Engineer's approval.

The Engineer will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data, and all other information required by the Engineer to evaluate the proposed substitution. Substitution must be approved by City of Chico or Utility Company as applicable prior to being submitted to the Engineer.

Requests for substitutions shall be accompanied by a cover letter stating the reason for the substitution and any cost difference between the specified and proposed material.

Any deviations from the plans and specifications shall be clearly identified on the submittal.

Proposed substitutions are subject to acceptance by the Engineer. Engineer may reject any substitution which, in Engineer's opinion is not equal in quality, function, durability, ease of maintenance or aesthetics to that of the specified product. Engineer's opinion is final and not subject to appeal or claim procedure.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

5-1.26 CONSTRUCTION SURVEYS

The standard provisions of this section shall be replaced with the following:

This work shall consist of furnishing and setting construction stakes and marks to establish the lines and grades required for the completion of the work as shown on the plans and as specified in

the Standard Specifications and these Special Provisions. Also included in this work shall be the re-establishment of all monuments as delineated on the plans. A pre-construction "Corner Record Card" and a post-construction "Corner Record Card" per section 8771(b) of the Professional Surveyor's Act (State Business and Professions Code) shall be prepared for any monuments disturbed or destroyed during the course of construction activities. Said Corner Record Cards shall be processed through the County of Butte.

The Owner will retain a separate engineer / surveyor to prepare and provide construction staking. To facilitate good communication & staking expectations the contractor is required to submit a written staking schedule one week ahead of time, including any requested staking modifications. Contractor shall send final notice of staking confirmation at least 48 hours prior to any days staking.

The Contractor shall be responsible for having the site ready for the requested phase of staking, including but not limited to appropriate level of earthwork, spoils piles, excessive equipment activity in staking area, or other unsafe or time delaying site obstacles. In instances where the site is not ready for the requested phase of staking, the Contractor shall be responsible for the survey crew mobilization costs.

The Contractor shall be responsible for re-establishing control monuments disturbed by his negligence at his expense.

The following staking will be set on a schedule determined by the contractor and provided by the Owner. Each phase of staking shall be set all at once for the entire site. No re-staking is included. Contractor shall be responsible for any re-staking costs for stakes lost or destroyed by contractors operations. Contractor shall provide construction layout including all calculations needed to utilize the construction staking in the final setting and elevating of the fixed works.

Clearing, Grubbing, & Demolition: For new roadways one set of centerline reference stakes will be set at 100 foot intervals and at the beginning and end of all centerline curves. The radius points for all curb returns at each intersection shall be set. Temporary railroad fence stakes will be set at 100 foot maximum intervals. Sawcut line will be marked with nails shall be set in the existing asphalt pavement with a one foot offset to the sawcut line at a maximum of 50 foot intervals (25 foot in horizontal curves with a radius of less than 100 feet) and at all angle points. Stakes will not be elevated.

Rough Grade: Stakes for rough grade shall be set at five feet from the back of curb, back of walk, or edge of pavement (contractors option) at a maximum of 100 foot intervals (25 foot in vertical curves and horizontal curves with a radius of less than 100 feet) and at all changes in grade or alignment. For roads without a crown stakes will be set on one side only. Radius points shall be set for horizontal curves with a radius less than 100 feet. Stakes shall note the point elevation and a cut or fill to flow line along with identification.

No rough grade stakes will be set for gravel road construction.

Sanitary Sewers and Storm Drains: Sanitary sewers and storm drains shall be staked on an appropriate offset (typically 10') from the centerline of pipe at 100 foot maximum intervals on tangents and 25 foot intervals on all horizontal curves. All manholes, drop inlets, alignment changes, and outfall structures shall be staked with a double offset (typically 10' & 20') or straddlers (contractor's option). Pipe Stubs and Laterals (longer than 10') will be staked with a

single stake with 10' offset in line with an extension of the stub. Pipe line stakes shall have elevation and cut to pipe invert. Structure stakes will also include cuts to all pipe inverts and structure rim or grate.

Water System: Water System shall be staked on an appropriate offset (typically 10') from the centerline of pipe at 100 foot maximum intervals. All fire hydrants shall be staked with a double offset (typically 10' & 20') or straddlers (contractor's option). Contractor is responsible for locating and elevating valves & blowoffs per Cal Waters Plans. Pipe line stakes will not be elevated. Fire hydrant stakes will be elevated with cut/fill to the top back of curb.

Joint Trench & Street Lights: Joint Trench shall be staked on an appropriate offset (typically 10') from the centerline of trench at 100 foot maximum intervals. All street lights shall be staked with a double offset (typically 10' & 20') or straddlers (contractor's option). Contractor is responsible for locating and elevating valves, street light boxes, and utility vaults / pads. Trench line stakes will not be elevated. Street Light stakes will be elevated with cut/fill to the top back of curb. Stakes located near utility boxes or vaults will be elevated to either top back of curb or back of walk.

Finished Curb and Gutter: Stakes for curb and gutter shall be set at two feet from the back of curb at a maximum of 50 foot intervals (25 foot in vertical curves and horizontal curves with a radius of less than 100 feet) and at all changes in grade or alignment. Radius points shall be set for horizontal curves with a radius less than 100 feet. Stakes for curb & gutter will be set at the outer edges of driveway letdown. Stakes shall note the point elevation and a cut or fill to flow line along with identification.

Finished Sidewalk and Concrete: Stakes for separated sidewalk shall be set at two feet from the back of sidewalk at a maximum of 50 foot intervals (25 foot in vertical curves and horizontal curves with a radius of less than 100 feet) and at all changes in grade or alignment. Radius points shall be set for horizontal curves with a radius less than 100 feet. Where the sidewalk is adjoining the curb line, stakes will only be set for the curb and gutter. Stakes for the sidewalk in these instances will not be provided. Stakes shall note the point elevation and a cut or fill to the back of sidewalk.

Pre and Post Elevation Survey for Rail line above Jack & Bore: A pre-construction elevation survey of the rail tie elevations at the jack and bore crossing location will be completed prior to demolition. Reference nails will be set in both ends of the rail ties at the jack and bore locations. Elevations will be recorded and compared to post jack and bore elevations to ensure no substantial change to the tracks has occurred.

This pre and post check does not relieve the contractor from the obligation to continuously monitor (using leveling laser or other survey equipment) the tracks during the jack and bore process as noted in other portions of the specifications.

Contractor shall remove stakes from the site of the work when no longer needed.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefore.

5-1.32 AREAS FOR USE

Contractor's area for use to be generally contained within Owners 10 acre property excluding areas in active use by Owners existing transit center. Use of adjacent lands is contingent upon the terms of the entry and construction agreements.

The City right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

The Contractor shall secure, at the Contractor's own expense, areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits, or at the sites designated on the plans outside the contract limits.

END OF SECTION 5

SECTION 6 - CONTROL OF MATERIALS

(Issued 05-01-09)

Attention is directed to the provisions in Section 6, "Control of Materials", of the State Standard Specifications and these special provisions for the requirements and conditions scope of work.

6-1.05 SPECIFIC BRAND OR TRADE NAME AND SUBSTITUTION

A reference to a specific brand or trade name establishes a quality standard and is not intended to limit competition. You may use a product that is equal to or better than the specified brand or trade name if approved.

Submit a substitution request within a time period that:

1. Follows Contract award
2. Allows 30 days for review
3. Causes no delay

Include substantiating data with the substitution request that proves the substitution:

1. Is of equal or better quality and suitability
2. Causes no delay in product delivery and installation

Add:

6-1.075 GUARANTEE

Guarantee the work remains free from substantial defects for 1 year after contract acceptance except for work parts for which you were relieved of maintenance and protection. Guarantee each of these relieved work parts for 1 year after the relief date.

The guarantee excludes damage or displacement caused by an event outside your control including:

1. Normal wear and tear
2. Improper operation
3. Insufficient maintenance
4. Abuse
5. Unauthorized change
6. Act of God

During the guarantee period, repair or replace each work portion having a substantial defect.

The Department does not pay for corrective work.

During corrective work activities, provide insurance coverage specified for coverage before contract acceptance.

The contract bonds must be in full force and effect until the later of:

1. Expiration of guarantee period
2. Completion of corrective work

If a warranty specification conflicts with Section 6-1.075, "Guarantee," comply with the warranty specification.

During the guarantee period, the Engineer monitors the completed work. If the Engineer finds work having a substantial defect, the Engineer lists work parts and furnishes you the list.

Within 10 days of receipt of the list, submit for authorization a detailed plan for correcting the work. Include a schedule that includes:

1. Start and completion dates
2. List of labor, equipment, materials, and any special services you plan to use
3. Work related to the corrective work, including traffic control and temporary and permanent pavement markings

The Engineer notifies you when the plan is authorized. Start corrective work and related work within 15 days of notice.

If the Engineer determines corrective work is urgently required to prevent injury or property damage:

1. The Engineer furnishes you a request to start emergency repair work and a list of parts requiring corrective work
2. Mobilize within 24 hours and start work
3. Submit a corrective work plan within 5 days of starting emergency repair work

If you fail to perform work as specified, the Department may perform the work and bill you.

In Section 6-1.08 delete the 2nd paragraph.

Add:

6-1.085 BUY AMERICA (23 CFR 635.410)

For a Federal-aid contract, furnish steel and iron materials to be incorporated into the work that are produced in the United States except:

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

Production includes:

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

For steel and iron materials to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies all production processes occurred in the United States except for the above exceptions.

Add:

6-1.087 BUY AMERICA (PUB RES CODE § 42703(d))

Furnish crumb rubber to be incorporated into the work that is produced in the United States and is derived from waste tires taken from vehicles owned and operated in the United States.

For crumb rubber to be incorporated into the work, submit a Certificate of Compliance under Section 6-1.07, "Certificates of Compliance," of the Standard Specifications that certifies only crumb rubber manufactured in the United States and derived from waste tires taken from vehicles owned and operated in the United States is used.

In Section 6-2.01 delete the 4th paragraph.

In Section 6-2.01 replace the 7th paragraph with:

Upon the Contractor's written request, the Department tests materials from an untested local source. If satisfactory material from that source is used in the work, the Department does not charge the Contractor for the tests; otherwise, the Department deducts the test cost.

In Section 6-2.01 delete the 8th paragraph.

In Section 6-2.02 delete the 3rd paragraph.

In Section 6-2.02 in the 7th paragraph, replace the 2nd sentence with:

The Department deducts the charges for the removed material.

6-2.03 DEPARTMENT-FURNISHED MATERIALS

In Section 6-2.03 in the 3rd paragraph, replace the 5th sentence with:

No allowance or additional compensation will be made for lost time or for delay in completing the work due to moving the Contractor's plant from the designated mandatory source to the alternative mandatory source, other than a time adjustment as specified in Section 8-1.09, "Delays."

In Section 6-3.01 delete the 4th paragraph.

In Section 6-3.01 in the 6th paragraph, delete the 1st sentence.

In Section 6-3.01 add:

As used in Section 6-3.01, "Testing," tests are tests to assure the quality and to determine the acceptability of the work.

The Department deducts costs of testing work found to be noncompliant.

6-3.05 QUALITY ASSURANCE

The standard provisions of this section shall be replaced with the following special provisions:

The cost of testing will be borne by the Owner, except Contractor shall assume all costs of retesting work and/or materials which fail to meet contract requirements. Any cost due from the contractor for testing will be charged against the contract and deducted from monies due, or to become, due to the Contractor.

The Contractor shall provide a written request to the Contract Manager for testing of the work at least forty-eight (48) hours in advance. Any cancellations shall be submitted in writing to the Engineer at least twenty (24) hours in advance. Failure to provide timely cancellation notices may result in incurred additional costs by BCAG. These costs shall be back-charged to the Contractor. Any cost due from the Contractor for testing will be charged against the contract and deducted from monies due, or to become, due to the Contractor.

BCAG will hire an independent testing firm to perform tests as deemed necessary by the City and BCAG for acceptance of the various items of work.

Compaction tests shall be taken on all subgrade, trench backfill, aggregate base, asphalt concrete material unless otherwise approved by the Engineer.

END OF SECTION 6

SECTION 7 - LEGAL RELATIONS & RESPONSIBILITY TO THE PUBLIC

(Issued 09-16-11)

Attention is directed to the provisions in Section 7, "Legal Relations & Responsibility to the Public", of the State Standard Specifications and these special provisions for the requirements and conditions scope of work.

Replace Section 7-1.01 with:

7-1.01 LAWS TO BE OBSERVED

Comply with laws, regulations, orders, decrees, and PLACs applicable to the project. Indemnify and defend the State against any claim or liability arising from the violation of a law, regulation, order, decree, or PLAC by you or your employees. Immediately report to the Engineer in writing a discrepancy or inconsistency between the contract and a law, regulation, order, decree, or PLAC.

In Section 7-1.01A replace the 1st clause with:

Work on the job site must comply with Labor Code §§ 1727 and 1770-1815 and 8 CA Code of Regs § 16000 et seq. Work includes roadside production and processing of materials.

In Section 7-1.01A(2) in the 1st paragraph, replace item 3 with:

3. Upon becoming aware of the subcontractor's failure to pay the specified prevailing rate of wages to the subcontractor's workers, the Contractor must diligently take corrective action to stop or rectify the failure, including withholding sufficient funds due the subcontractor for work performed on the public works project.

In Section 7-1.01A(2), replace the 2nd paragraph with:

Pursuant to Section 1775 of the Labor Code, the Division of Labor Standards Enforcement must notify the Contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages. If the Division of Labor Standards Enforcement determines that employees of a subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not withhold sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor must withhold an amount of moneys due the subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Division of Labor Standards Enforcement. The Contractor must pay any money withheld from and owed to a subcontractor upon receipt of notification by the Division of Labor Standards Enforcement that the wage complaint has been resolved. If notice of the resolution of the wage complaint has not been received by the Contractor within 180 days of the filing of a valid notice of completion or acceptance of the public works project, whichever occurs later, the Contractor must pay all moneys withheld from the subcontractor to the Department. The Department withholds these moneys pending the final decision of an enforcement action.

In Section 7-1.01A(2) replace 7th paragraph with:

Changes in general prevailing wage determinations apply to the contract when the Director of Industrial Relations has issued them at least 10 days before advertisement (Labor Code § 1773.6 and 8 CA Code of Regs 16204).

In Section 7-1.01A(3) replace the 2nd paragraph with:

The Department withholds the penalties specified in subdivision (g) of Labor Code § 1776 for noncompliance with the requirements in Section 1776.

In Section 7-1.01A(3) replace the 4th paragraph with:

The Department withholds for delinquent or inadequate payroll records (Labor Code § 1771.5). If the Contractor has not submitted an adequate payroll record by the month's 15th day for the period ending on or before the 1st of that month, the Department withholds 10 percent of the monthly progress estimate, exclusive of mobilization. The Department does not withhold more than \$10,000 or less than \$1,000.

In Section 7-1.01A(3) delete the 5th paragraph.

Replace Section 7-1.01A(6) with:

7-1.01A(6) (Blank)

Replace Section 7-1.01A(7) with:

7-1.01A(7) (Blank)

Replace Section 7-1.01F with:

7-1.01F Environmental Stewardship

Comply with Section 14.

Replace Section 7-1.01I with:

7-1.01I (Blank)

In Section 7-1.02 in the 2nd paragraph, replace the 4th sentence with:

Trucks used to haul treated base, portland cement concrete, or hot mix asphalt shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment.

In Section 7-1.02 between the 4th and 5th paragraphs, add:

Loads imposed on existing, new, or partially completed structures shall not exceed the load carrying capacity of the structure or any portion of the structure as determined by AASHTO LRFD with interims and California Amendments, Design Strength Limit State II. The compressive strength of concrete (f_c) to be used in computing the load carrying capacity shall be the smaller of the following:

1. Actual compressive strength at the time of loading
2. Value of f_c shown on the plans for that portion of the structure or 2.5 times the value of f_c (extreme fiber compressive stress in concrete at service loads) shown on the plans for portions of the structure where no f_c is shown

7-1.02K(3) CERTIFIED PAYROLL RECORDS

The standard provisions of this section shall apply except that the certified pay rolls shall be submitted to the Construction Manager using their emails as distributed in the preconstruction meeting.

Replace Section 7-1.04 with:

7-1.04 PERMITS, LICENSES, AGREEMENTS, AND CERTIFICATIONS

7-1.04A General

Comply with PLACs. The Department makes PLAC changes under Section 4-1.03, "Changes."

7-1.04B Before Award

To make a change to a PLAC made available to you before award, submit the proposed change. The Department sends the proposed change to the appropriate authority for consideration.

7-1.04C After Award

Confirm with the Engineer which after-award PLACs are obtained by the Department and which are obtained by the Contractor.

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

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

7-1.05 INDEMNIFICATION

Attention is directed to Section 7-1.05, "General," of the Standard Specifications and these special provisions. For purposes of the Contractor's obligation to defend, indemnify, and save harmless as defined in Section 7-1.05A, "General," of the Standard Specifications, the term State shall have the following meaning:

**Butte County Association of Governments
NorthStar Engineering
Kitchell
City of Chico
Sierra Nevada Brewery (SNB)
Hegan Lane Business Partners
Union Pacific Railroad (UPRR)
JMA Civil**

including their officers, directors, employees, agents, and design professionals.

In Section 7-1.06 in the 1st paragraph, add:

The Contractor's Injury and Illness Prevention Program shall be submitted to the Engineer. The program shall address the use of personal and company issued electronic devices during work. The use of entertainment and personal communication devices in the work zone shall not be allowed. Workers may use a communication device for business purposes in the work area, at a location where their safety and the safety of other workers and the traveling public is not compromised.

Replace Section 7-1.07 with:

7-1.07 Lead Compliance Plan

Section 7-1.07 applies if a bid item for a lead compliance plan is included in the Contract.

Prepare a work plan to prevent or minimize worker exposure to lead while managing and handling earth materials, paint system debris, traffic stripe residue, and pavement marking residue containing lead. Regulations containing specific Cal/OSHA requirements when working with lead include 8 CA Code of Regs § 1532.1.

The plan must contain the items listed in 8 CA Code of Regs § 1532.1(e)(2)(B). Before submittal, a CIH must sign and seal the plan. Submit the plan at least 7 days before starting any

activity that presents the potential for lead exposure. The Engineer notifies you of the acceptability of the plan within 4 business days of receipt.

Before starting any activity that presents the potential for lead exposure to employees who have no prior training, including State employees, provide a safety training program to these employees that complies with 8 CA Code of Regs § 1532.1 and your lead compliance program.

Submit copies of air monitoring or job site inspection reports made by or under the direction of the CIH under 8 CA Code of Regs § 1532.1 within 10 days after the date of monitoring or inspection.

Supply personal protective equipment, training, and washing facilities required by your lead compliance plan for 5 State employees.

The contract lump sum price paid for lead compliance plan includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in preparing and implementing the plan as specified in this section.

Replace Section 7-1.08 with:

7-1.08 Public Convenience

Compliance with the provisions of this section does not relieve you of your responsibility for public safety.

Construction activities must not inconvenience the public or abutting property owners. Schedule and conduct work to avoid unnecessary inconvenience to the public and abutting property owners. Avoid undue delay in construction activities to reduce the public's exposure to construction.

Where possible, route traffic on new or existing paved surfaces.

Maintain convenient access to driveways, houses, and buildings. When the abutting property owner's access across the right of way line is to be eliminated or replaced under the contract, the existing access must not be closed until the replacement access facilities are usable. Construct temporary approaches to crossings and intersecting highways.

Provide a reasonably smooth and even surface for use by traffic at all time during excavation of roadways and construction of embankments. Before other grading activities, place fill at culverts and bridges to allow traffic to cross. If ordered, excavate roadway cuts in layers and construct embankments in partial widths at a time alternating construction from one side to the other and routing traffic over the side opposite the one under construction. Install or construct culverts on only 1/2 the width of the traveled way at a time; keep the traveled way portion being used by traffic open and unobstructed until the opposite side of the traveled way is ready for use by traffic.

Upon completion of rough grading or placing any subsequent layer, bring the surface of the roadbed to a smooth and even condition, free of humps and depressions and satisfactory for the use of the public.

After subgrade preparation for a specified layer of material has been completed, repair any damage to the roadbed or completed subgrade, including damage due to use by the public.

While subgrade and paving activities are underway, allow the public to use the shoulders. If half-width paving methods are used, allow the public to use the side of the roadbed opposite the one under construction. If enough width is available, keep open a passageway wide enough to accommodate at least 2 lanes of traffic at locations where subgrade and paving activities are underway. Shape shoulders or reshape subgrade as necessary to accommodate traffic during subgrade preparation and paving activities.

Apply water or dust palliative for the prevention or alleviation of dust nuisance.

Install signs, lights, flares, temporary railing (Type K), barricades and other facilities to direct traffic. Furnish flaggers whenever necessary to direct the movement of the public through or around the work.

You will be required to pay the cost of replacing or repairing all facilities installed under extra work for the convenience or direction or warning of the public which are lost while in your custody, or are damaged by your operations to such an extent as to require replacement or repair.

The Engineer may order or consent to your request to open a completed section of surfacing, pavement, or structure roadway surface for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility.

Replace Section 7-1.09 with:

7-1.09 Public Safety

You are responsible to provide for public safety.

Do not construct a temporary facility that interferes with the safe passage of traffic.

Control dust resulting from the work, inside and outside the right-of-way.

Move workers, equipment, and materials without endangering traffic.

Whenever your operations create a condition hazardous to the public, furnish, erect and maintain those fences, temporary railing, barricades, lights, signs, and other devices and take any other necessary protective measures to prevent damage or injury to the public.

Any fences, temporary railing, barricades, lights, signs, or other devices furnished, erected and maintained by you are in addition to those for which payment is provided elsewhere in the specifications.

Provide flaggers whenever necessary to ensure that the public is given safe guidance through the work zone. Except as ordered, at locations where traffic is being routed through construction under one-way controls, move your equipment in compliance with the one-way controls.

Use of signs, lights, flags, or other protective devices must conform with the California MUTCD and as ordered. Signs, lights, flags or other protective devices must not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs or traffic control devices.

Keep existing traffic signals and highway lighting in operation. Other entities perform routine maintenance of these facilities during the work.

Cover signs that direct traffic to a closed area. Providing, maintaining, and removing the covers on construction area signs is paid as extra work under Section 4-1.03D, "Extra Work."

Install temporary illumination in a manner which the illumination and the illumination equipment does not interfere with public safety. The installation of general roadway illumination does not relieve you from furnishing and maintaining any protective devices.

Equipment must enter and leave the highway via existing ramps and crossovers and must move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic must be performed in a manner that will not endanger the public. Your vehicles or other mobile equipment leaving an open traffic lane to enter the construction area, must slow down gradually in advance of the location of the turnoff to give traffic following an opportunity to slow down. When leaving a work area and entering a roadway carrying public traffic, your vehicles and equipment must yield to public traffic.

Immediately remove hauling spillage from roadway lanes or shoulders open to traffic. When hauling on roadways, trim loads and remove material from shelf areas to minimize spillage.

Notify the Engineer not less than 25 days and not more than 125 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to public traffic, including shoulders.

If vertical clearance is temporarily reduced to 15.5 feet or less, place low clearance warning signs in accordance with the California MUTCD and as ordered. Signs must comply with the dimensions, color, and legend requirements of the California MUTCD and these specifications except that the signs must have black letters and numbers on an orange retroreflective background. W12-2P signs must be illuminated so that the signs are clearly visible.

Pave or provide full width continuous and cleared wood walks for pedestrian openings through falsework. Protect pedestrians from falling objects and curing water for concrete. Extend overhead protection for pedestrians not less than 4 feet beyond the edge of the bridge deck. Illuminate all pedestrian openings through falsework. Temporary pedestrian facilities must comply with the American with Disabilities Act of 1990 (ADA).

Do not store vehicles, material, or equipment in a way that:

1. Creates a hazard to the public
2. Obstructs traffic control devices

Do not install or place temporary facilities used to perform the work which interfere with the free and safe passage of public traffic.

Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the contract for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval pursuant to Section 5-1.02, "Plans and Working Drawings." The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.

If you appear to be neglectful or negligent in furnishing warning devices and taking protective measures, the Engineer may direct your attention to the existence of a hazard and the necessary warning devices must be furnished and installed and protective measures taken by you. If the Engineer points out the inadequacy of warning devices and protective measures, that action on the part of the Engineer does not relieve you from your responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

Install temporary railing (Type K) or other approved protection system under the following conditions:

1. Excavations: Where the near edge of the excavation is within 15 feet from the edge of an open traffic lane
2. Temporarily Unprotected Permanent Obstacles: When the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and you elect to install the obstacle before installing the protective system; or you, for your convenience and as authorized, remove a portion of an existing protective railing at an obstacle and do not replace such railing completely the same day
3. Storage Areas: When material or equipment is stored within 15 feet of the edge of an open traffic lane and the storage is not otherwise prohibited by the provisions of these Standard Specifications and the special provisions
4. Height Differentials: When construction operations create a height differential greater than 0.15 feet within 15 feet of the edge of traffic lane

Temporary railing (Type K) does not need to be installed where excavations within 15 feet from edge of an open traffic lane are:

1. Covered with steel plates or concrete covers of adequate thickness to prevent accidental entry by traffic or the public
2. In side slopes, where the downhill slope is 4:1 (horizontal:vertical) or less unless a naturally occurring condition
3. Protected by existing barrier or railing

Offset the approach end of temporary railing (Type K) a minimum of 15 feet from the edge of an open traffic lane. Install the temporary railing on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing must be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules must be installed at the approach end of the temporary railing.

Secure in place temporary railing (Type K) before starting work for which the temporary railing is required.

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of traveled way, and approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of traveled way, and approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when:

1. Performing work behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except temporary railing (Type K)

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the line of cones or delineators is considered the edge of the traveled way.

If a traffic lane is closed with channelizers for excavation work, move the devices to the adjacent edge of the traveled way when not excavating. Space the devices the same as specified for the lane closure.

Do not move or temporarily suspend anything over a traffic lane open to the public unless the public is protected.

Replace Section 7-1.11 with:

7-1.11A PRESERVATION OF PROPERTY

Comply with Section 5-1.18, "Property and Facility Preservation."

7-1.11 FEDERAL LAWS FOR FEDERAL-AID PROJECTS

The standard provisions of this section shall be replaced as follows:

Incorporation of Federal Transit Administration (FTA) Terms - The provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Owner requests which would cause Owner to be in violation of the FTA terms and conditions.

Replace Section 7-1.12 with:

7-1.12 INDEMNIFICATION AND INSURANCE

The Contractor's obligations regarding indemnification of the State of California and the requirements for insurance shall conform to the provisions in Section 3-1.05, "Insurance Policies," and Sections 7-1.12A, "Indemnification," and 7-1.12B, "Insurance," of this Section 7-1.12.

7-1.12A Indemnification

The Contractor shall defend, indemnify, and save harmless the State, including its officers, employees, and agents (excluding agents who are design professionals) from any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses or liabilities, in law or in equity (Section 7-1.12A Claims) arising out of or in connection with the Contractor's 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 the Contractor, the State, or any other contractor; and
2. Damage to property of anyone including loss of use thereof; caused or alleged to be caused in whole or in part by any negligent or otherwise legally actionable act or omission of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable.

Except as otherwise provided by law, these requirements apply regardless of the existence or degree of fault of the State. The Contractor is not obligated to indemnify the State for Claims arising from conduct delineated in Civil Code Section 2782 and to 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 the Contractor to maintain existing highway facilities and the Claim arises from the Contractor's failure to maintain. The Contractor's 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 the Contractor that occurred during the course of the work. State inspection is not a waiver of full compliance with these requirements.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and

determine that the Contractor is not liable. The Contractor shall respond within 30 days to the tender of any Claim for defense and indemnity by the State, unless this time has been extended by the State. If the Contractor fails 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 State 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 the Contractor, the Contractor waives all rights of any type to express or implied indemnity against the State, its officers, employees, or agents (excluding agents who are design professionals).

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

7-1.12B Insurance

7-1.12B(1) General

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 insurance specifications.

7-1.12B(2) Casualty Insurance

The Contractor shall procure and maintain insurance on all of its operations with companies acceptable to the State as follows:

1. The Contractor shall keep all insurance in full force and effect from the beginning of the work through contract acceptance.
2. All insurance shall be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.
3. The Contractor shall maintain completed operations coverage with a carrier acceptable to the State through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.15.

7-1.12B(3) Workers' Compensation and Employer's Liability Insurance

In accordance with Labor Code Section 1860, the Contractor shall secure the payment of worker's compensation in accordance with Labor Code Section 3700.

In accordance with Labor Code Section 1861, the Contractor shall submit to the Department the following certification before performing the work:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contract execution constitutes certification submittal.

The Contractor shall provide Employer's Liability Insurance in amounts not less than:

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

If there is an exposure of injury to the Contractor's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

7-1.12B(4) Liability Insurance

7-1.12B(4)(a) General

The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

7-1.12B(4)(b) Liability Limits/Additional Insureds

The limits of liability shall be at least the amounts shown in the following table:

Total Bid	For Each Occurrence ¹	Aggregate for Products/Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$10,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$10,000,000 ≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.				

The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time the Contractor started work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain;

2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor that occurred during the course of the work; or
3. To the extent prohibited by Insurance Code Section 11580.04

Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

7-1.12B(4)(c) Contractor's Insurance Policy is Primary

The policy shall stipulate that the insurance afforded the additional insureds applies as primary insurance. Any other insurance or self-insurance maintained by the State is excess only and shall not be called upon to contribute with this insurance.

7-1.12B(5) Automobile Liability Insurance

The Contractor shall carry automobile liability insurance, including coverage for all owned, hired, and nonowned automobiles. The primary limits of liability shall be not less than \$1,000,000 combined single limit each accident for bodily injury and property damage. The umbrella or excess liability coverage required under Section 7-1.12B(4)(b) also applies to automobile liability.

7-1.12B(6) Policy Forms, Endorsements, and Certificates

The Contractor shall provide its General Liability Insurance under Commercial General Liability policy form No. CG0001 as published by the Insurance Services Office (ISO) or under a policy form at least as broad as policy form No. CG0001.

7-1.12B(7) Deductibles

The State may expressly allow deductible clauses, which it does not consider excessive, overly broad, or harmful to the interests of the State. Regardless of the allowance of exclusions or deductions by the State, the Contractor is responsible for any deductible amount and shall warrant that the coverage provided to the State is in accordance with Section 7-1.12B, "Insurance."

7-1.12B(8) Enforcement

The Department may assure the Contractor's compliance with its insurance obligations. Ten days before an insurance policy lapses or is canceled during the contract period, the Contractor shall submit to the Department evidence of renewal or replacement of the policy.

If the Contractor fails to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to the Contractor or terminate the Contractor's control of the work in accordance with Section 8-1.08, "Termination of Control."

The Contractor is not relieved of its duties and responsibilities to indemnify, defend, and hold harmless the State, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

Minimum insurance coverage amounts do not relieve the Contractor for liability in excess of such coverage, nor do they preclude the State from taking other actions available to it, including the withholding of funds under this contract.

7-1.12B(9) Self-Insurance

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the State.

If the Contractor uses a self-insurance program or self-insured retention, the Contractor shall provide the State with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the contract is the Contractor's acknowledgement that the Contractor will be bound by all laws as if the Contractor were an insurer as defined under Insurance Code Section 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Insurance Code Section 22.

Replace Section 7-1.125 with:

7-1.125 Legal Actions Against the Department

If legal action is brought against the Department over compliance with a State or Federal law, rule, or regulation applicable to highway work, then:

1. If the Department, in complying with a court order, prohibits you from performing work, the resulting delay is a suspension related to your performance, unless the Department terminates the contract.
2. If a court order other than an order to show cause or the final judgment in the action prohibits the Department from requiring you to perform work, the Department may delete the prohibited work or terminate the contract.

In Section 7-1.13 delete the 5th and 6th paragraphs.

Add:

7-1.50 FEDERAL LAWS FOR FEDERAL-AID CONTRACTS

7-1.50A General

Section 7-1.50, "Federal Laws for Federal-Aid Contracts," includes specifications required in a Federal-aid construction contract and applies to a Federal-aid contract.

Form FHWA-1273 is included in the contract in Section 7-1.50B, "FHWA-1273." Some contract terms on the form are different than those used in other contract parts as shown in the following table:

FHWA-1273 Terms and Department Equivalencies

FHWA-1273 Term	Equivalent Term Used in Other Contract Parts
SHA	Department
SHA contracting officer	Engineer
SHA resident engineer	Engineer

7-1.50B FHWA-1273

FHWA-1273 Electronic version -- March 10, 1994
with revised Section VI

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls

- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. 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.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
 Section IV, paragraphs 1, 2, 3, 4, and 7;
 Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - 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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
 - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
 - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
 - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
 - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his 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 his avenues of appeal.

6. **Training and Promotion:**
 - a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

- 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
 - 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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
 - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
 - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA 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 minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

- b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - 1. The number 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;
 - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are

segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis- Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. 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.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
 1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 2. the additional classification is utilized in the area by the construction industry;
 3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said 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.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon

the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

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

2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Helpers:**

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

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

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and

helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029- 005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
 2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
 3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked

performed, as specified in the applicable wage determination incorporated into the contract.

- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

(As of May 22, 2007, Form FHWA-47 is no longer required.)

VII. SUBLETTING OR ASSIGNING THE CONTRACT

- 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 State. 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).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
 - 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 on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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

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

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or
Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;
Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary 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 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 primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. 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.
- 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.

* * * * *

**Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion--Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;
 - c. 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 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the

person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

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

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

7-1.50C Female and Minority Goals

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the Department is including in Section 7-1.50C, "Female and Minority Goals," female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000.

The nationwide goal for female utilization is 6.9 percent.

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

Minority Utilization Goals

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	
	CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA	
	CA Santa Cruz	14.9
	7500 Santa Rosa	
	CA Sonoma	9.1
8720 Vallejo-Fairfield-Napa, CA		
CA Napa; CA Solano	17.1	
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 Toulumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA	11.9

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

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

7-1.50D Training

Section 7-1.50D, "Training," applies if a number of trainees or apprentices is specified in the special provisions.

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

You have primary responsibility for meeting this training requirement.

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

Include these training requirements in your subcontract.

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

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

Before starting work, submit to the Department:

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

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

The primary objective of Section 7-1.50D, "Training," is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

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

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

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

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

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

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

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

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a federal-aid project and you do at least one of the following:
 - 2.1. Contribute to the cost of the training
 - 2.2. Provide the instruction to the apprentice or trainee
 - 2.3. Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply with Section 7-1.50D, "Training"

Each apprentice or trainee must:

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

Furnish the apprentice or trainee:

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

Maintain records and submit reports documenting your performance under Section 7-1.50D, "Training."

END OF SECTION 7

SECTION 8 PROSECUTION AND PROGRESS

(Issued 06-05-09)

Attention is directed to the provisions in Section 8, "Prosecution and Progress", of the State Standard Specifications and these special provisions for the requirements and conditions scope of work.

8-1.01 (BLANK)

8-1.015 ASSIGNMENT

No third-party agreement relieves you or your surety of your responsibility to complete the work. Do not sell, transfer, or otherwise dispose of any contract part without prior written consent from the Department.

If you assign the right to receive contract payments, the Department accepts the assignment upon the Engineer's receipt of a notice. Assigned payments remain subject to deductions and withholds described in the contract. The Department may use withheld payments for work completion whether payments are assigned or not.

8-1.02 SCHEDULE

The standard provisions of this section shall apply except that the contractor may use Section 8-1.02B, "Level 1 Critical Path Method Schedule," of the Standard Specifications regardless of total bid amount and contract duration.

8-1.025 PRECONSTRUCTION CONFERENCE

The standard provisions of this section shall be replaced as follows.

Prior to beginning contract work, a preconstruction conference will be held at the office of the Butte County Association of Governments for the purpose of discussing with the Contractor the scope of work, Contract drawings, Specifications, Mitigation Measure requirements, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and any major sub-contractors.

At, or prior to, this meeting the Prime Contractor must submit:

1. A copy of their City of Chico business license
2. A letter or memorandum designating the authorized representative who shall have authority to represent and act for the Contractor during the entire contract period
3. A letter or memorandum designating two 24-hour emergency contact persons and their telephone numbers.
4. A project schedule per the section titled "Schedule" of these Special Provisions.
5. A traffic control plan per the section titled "Traffic Control System" of these Special Provisions.
6. A SWPP control plan per the section titled "Water Pollution Control" of these Special Provisions.

At the meeting the Prime Contractor must prepared to discuss the following topics and documents:

Topics	Document
Potential claim and dispute resolution	Potential claim forms
Contractor's representation	Assignment of Contractor's representative
DBE	Final utilization reports
Equipment	Equipment list
Labor compliance and equal employment opportunity	Job site posters and benefit and payroll reports
Material inspection	Notice of Materials to be Used
Materials on hand	Request for Payment for Materials on Hand
Measurements	--
Partnering	Field Guide to Partnering on Caltrans Construction Projects
Quality control	QC plans
Safety	Injury and Illness Prevention Program and job site posters
Schedule	Baseline schedule and Weekly Statement of Working Days
Subcontracting	Subcontracting Request
Surveying	Survey Request
Traffic control	Traffic contingency plan and traffic control plans
Utility work	--
Weight limitations	--
Water pollution control	SWPPP or WPCP
Work restrictions	PLACs
Working drawings	--

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

8-1.03 BEGINNING OF WORK

Begin work within 15 days after receiving notice that the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department. Submit a written notice 72 hours before beginning work. If the project has more than one location of work, submit a separate notice for each location.

You may begin work before receiving the notice of contract approval if you:

1. Deliver the signed contract, bonds, and evidence of insurance to the Department
2. Submit 72-hour notice
3. Obtain an encroachment permit from the Department
4. Are authorized by the Department to begin
5. Perform work at your own risk
6. Perform work under the contract

The Engineer does not count working days for days worked before contract approval.

If the contract is approved, work already performed that complies with the contract is authorized.

If the contract does not get approved, leave the job site in a neat condition. If a facility has been changed, restore it to its former or equivalent condition at your expense.

The Department does not adjust time for beginning before the approval date.

8-1.04 PROGRESS SCHEDULE

8-1.04A General

Reserved

8-1.04B Critical Path Method Schedule

The following definitions apply to critical path method schedules:

activity: Task, event, or other project element on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration, and one or more logic ties.

baseline schedule: The initial schedule showing the original work plan beginning on the date of contract approval. This schedule shows no completed work to date and no negative float or negative lag to any activity.

controlling activity: Construction activity that extends the scheduled completion date if delayed.

critical path: Longest continuous chain of activities for the project that has the least amount of total float of all chains. In general, a delay on the critical path extends the scheduled completion date.

critical path method (CPM): Network based planning technique using activity durations and relationships between activities to calculate a schedule for the entire project.

revised schedule: Schedule that incorporates a proposed or past change to logic or activity durations.

scheduled completion date: Planned project completion date shown on the current schedule.

updated schedule: Current schedule developed from the accepted baseline and any subsequent accepted updated or revised schedules through regular monthly review to incorporate actual past progress.

Before or at the preconstruction conference, submit a CPM baseline schedule.

Submit a monthly updated schedule that includes the status of work completed to date and the work yet to be performed as planned.

On each schedule, show:

1. Planned and actual start and completion date of each work activity, including applicable:
 - 1.1. Submittal development
 - 1.2. Submittal review and approval
 - 1.3. Material procurement
 - 1.4. Contract milestones and constraints
 - 1.5. Equipment and plant setup
 - 1.6. Interfaces with outside entities
 - 1.7. Erection and removal of falsework and shoring
 - 1.8. Test periods
 - 1.9. Major traffic stage change
 - 1.10. Final cleanup
2. Order that you propose to prosecute the work
3. Logical links between the time-scaled work activities
4. All controlling activities
5. Legible description of each activity

6. At least one predecessor and one successor to each activity, except for project start and project end milestones
7. Duration of not less than one working day for each activity
8. Start milestone date as the contract approval date

You may include changes on updated schedules that do not alter the critical path or extend the schedule completion date compared to the current schedule. Changes may include:

1. Adding or deleting activities
2. Changing activity constraints
3. Changing durations
4. Changing logic

If any proposed change in planned work results in altering the critical path or extending the scheduled completion date, submit a revised schedule within 15 days of the proposed change.

For each schedule submittal:

1. Submit a plotted original, time-scaled network diagram on a sheet of at least 8.5" x 11" with a title block and timeline
2. If a computer program is used to make the schedule, submit a read-only compact disc or diskette containing the schedule data. Label the compact disc or diskette with:
 - 2.1. Contract number
 - 2.2. CPM schedule number and date produced
 - 2.3. File name

If there is no contract item for progress schedule (critical path method), full compensation for this work is included in the contract prices paid for the items of work involved, and no additional compensation will be allowed therefor.

8-1.05 TEMPORARY SUSPENSION OF WORK

8-1.05A General

The Engineer may suspend work wholly or in part due to any of the following:

1. Conditions are unsuitable for work progress.
2. You fail to do any of the following:
 - 2.1. Fulfill the Engineer's orders.
 - 2.2. Fulfill a contract part.
 - 2.3. Perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur.

Upon the Engineer's written order of suspension, suspend work immediately. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified in Sections 7-1.08, "Public Convenience," and 7-1.09, "Public Safety." Resume work when ordered.

8-1.05B Suspensions Unrelated to Contractor Performance

For a suspension unrelated to your performance, providing for a smooth and unobstructed passageway through the work during the suspension will be paid for as extra work as specified in Section 4-1.03D, "Extra Work."

The days during a suspension unrelated to your performance are non-working days.

8-1.05C Suspensions Related to Contractor Performance

For a suspension related to your performance, the Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments.

The days during a suspension related to your performance are working days.

8-1.06 TIME OF COMPLETION

The time to complete the work is specified in the special provisions.

The Engineer issues a Weekly Statement of Working Days by the end of the following week unless the contract is suspended for reasons unrelated to your performance.

The Weekly Statement of Working Days shows:

1. Working days and non-working days during the reporting week
2. Time adjustments
3. Work completion date computations, including working days remaining
4. Controlling activities

You may protest a Weekly Statement of Working Days.

8-1.07 LIQUIDATED DAMAGES

8-1.07A General

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of contract acceptance except as specified in Sections 8-1.07B, "Failure to Complete Work Parts within Specified Times," and 8-1.07C, "Failure to Complete Work Parts by Specified Dates."

The Department withholds liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

Liquidated damages for all work, except plant establishment, are:

Liquidated Damages		
Total Bid		Liquidated Damages per Day
From over	To	
\$0	\$50,000	\$1,200
\$50,000	\$120,000	\$1,500
\$120,000	\$1,000,000	\$1,900
\$1,000,000	\$5,000,000	\$3,000
\$5,000,000	\$10,000,000	\$5,400
\$10,000,000	\$30,000,000	\$8,300
\$30,000,000	\$100,000,000	\$10,500
\$100,000,000	\$250,000,000	\$28,500

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

8-1.07B Failure to Complete Work Parts within Specified Times

The Department may deduct specified damages from payments for each day in completing a work part beyond the time specified for completing the work part.

Damages for untimely completion of work parts may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely completion of work parts and for the whole work.

Damages accrue starting the 1st day after a work part exceeds the specified time through the day the specified work part is complete.

8-1.07C Failure to Complete Work Parts by Specified Dates

The Department may deduct specified damages from payments for each day in completing a work part beyond the specified completion date for the work part.

Damages for untimely work part completion may not be equal to the daily amount specified as liquidated damages for the project as a whole, but the Department does not simultaneously assess damages for untimely work part completion and the whole work.

Damages accrue starting the 1st day after an unmet completion date through the day the work part is complete.

8-1.07D Director Days

If the work is not completed within the working days, the Director may grant director days if it serves the State's best interest.

By granting director days, the Director adds working days to the contract. The Director may either grant enough days to eliminate the liquidated damages or fewer. In the latter case, the Department deducts liquidated damages for the remaining overrun in contract time. The Director may deduct the Department's engineering, inspection, and overhead costs incurred during the period of extension granted as director days.

8-1.08 Termination of Control

The Department may terminate your control of the work for failure to do any of the following (Pub Cont Code § 10253):

1. Supply an adequate workforce
2. Supply material as described
3. Pay subcontractors (Pub Cont Code §10262)
4. Prosecute the work as described in the contract

The Department may also terminate your control for failure to maintain insurance coverage.

For a Federal-aid contract, the Department may terminate your control of the work for failure to include "Required Contract Provisions, Federal-Aid Construction Contracts" in subcontracts.

The Department gives you and your surety notice at least 5 days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department takes control of the work.

The Department may complete the work if the Department terminates your control or you abandon the project (Pub Cont Code § 10255). The Department determines the unpaid balance under Pub Cont Code § 10258 and the contract.

At any time before final payment of all claims, the Department may convert a termination of control to a termination of contract.

8-1.09 DELAYS

8-1.09A General

An excusable delay is a delay of a controlling activity beyond your control, not foreseeable when the work began such as:

1. Change in the work
2. Department action that is not part of the contract
3. Presence of an underground utility main not described in the contract or in a location different from that specified
4. Described facility reconstruction not reconstructed as described, by the utility owner by the date specified, unless the reconstruction is solely for your convenience
5. Department's failure to obtain timely access to the right-of-way
6. Department's failure to perform an action in the time specified

A critical delay is a delay that extends the schedule completion date.

To request a delay-related time or payment adjustment, submit an RFI.

8-1.09B Time Adjustments

For an excusable critical delay, the Department may make a time adjustment. The Engineer uses information from the schedule to evaluate requests for time adjustments.

If requesting an adjustment, submit a revised schedule showing the delay's effect on the controlling activity. If the delay has:

1. Occurred, submit records of dates and what work was performed during the delayed activity
2. Not occurred, submit the expected dates or duration of the delayed activity

If the Engineer requests, update the schedule to the last working day before the start of the delay.

8-1.09C Payment Adjustments

The Department may make a payment adjustment for an excusable delay that affects your costs.

Only losses for idle equipment, idle workers, and equipment moving or transporting are eligible for delay-related payment adjustments.

The Engineer determines payment for idle time of equipment in the same manner as determinations are made for equipment used in the performance of force account work under Section 9-1.03, "Force Account," with the following exceptions:

1. Delay factor in the Labor Surcharge and Equipment Rental Rates applies to each equipment rental rate.
2. Daily number of payable hours equals the normal working hours during the delay, not to exceed 8 hours per day.
3. Delay days exclude non-working days.
4. Markups are not added.

The Engineer determines payment adjustment for idle workers under Section 9-1.03B, "Labor," but does not add markups.

The Engineer includes costs due to necessary extra equipment moving or transporting.

8-1.10 (BLANK)

8-1.11 TERMINATION OF CONTRACT

8-1.11A General

The Director may terminate the contract if it serves the State's best interest. The Department issues you a written notice, implements the termination, and pays you.

8-1.11B Relief from Responsibility for Work

On receiving a termination notice:

1. Stop work
2. Notify subcontractors and suppliers of the contract termination and stop contract-related work
3. Perform the Engineer-ordered work to secure the job site for termination
4. Remove equipment
5. If authorized, settle termination-related claims and liabilities involving subcontractors and suppliers; assign to the Department the rights, titles, or interests held by you with respect to these parties

8-1.11C Responsibility for Materials

On receiving a termination notice, protect unused material until:

1. You submit an inventory of materials already produced, purchased, or ordered but not yet used; include the location of the material.
2. The Engineer identifies materials that will be retained by the Department. Submit bills of sales or other records of material title.
3. The Engineer confirms that unused materials paid by progress payment and materials furnished by the State have been delivered and stored as ordered.
4. Titles are transferred for materials purchased by the Department.

Dispose of materials that will not be retained by the Department.

8-1.11D Contract Acceptance after Termination

The Engineer recommends contract acceptance after determining completion of:

1. Contract work ordered to be completed before termination
2. Other work ordered to secure the project before termination
3. Material delivery and title transfer

The Department pays you under Section 9-1.08, "Payment After Contract Acceptance."

8-1.11E Payment Adjustment for Termination

If the Department issues a termination notice, the Engineer determines payment for termination based on the following:

1. Direct cost for the work:

- 1.1. Including mobilization, demobilization, securing the job site for termination, and losses from the sale of materials
 - 1.2. Not including the cost of materials you keep, profit realized from the sale of materials, the cost of material damaged by an occurrence as defined in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," and other credits.
2. Cost of remedial work, as estimated by the Engineer, is not reimbursed.
 3. Allowance for profit not to exceed 4 percent of the cost of the work. Prove a likelihood of having made a profit had the contract not been terminated.
 4. Material handling costs for material returned to the vendor or disposed of as ordered.
 5. Costs in determining the payment adjustment due to the termination, excluding attorney fees and litigation costs.

Termination of the contract does not relieve the surety of its obligation for any just claims arising out of the work performed.

END OF SECTION 8

SECTION 9 MEASUREMENT AND PAYMENT

(Issued 03-11-10)

9-1.01 MEASUREMENT OF QUANTITIES

9-1.01A General

The Department determines bid item quantities under U.S. customary units.

9-1.01B Weighing Equipment and Procedures

9-1.01B(1) General

The Engineer measures material quantities for payment with devices that comply with:

1. 4 CA Code of Regs § 4000 et seq.
2. Bus & Prof Code § 12001 et seq.

To determine the material payment quantities, use measuring devices that have been sealed by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

If a device is not type approved by the Division of Measurement Standards, type approve it under California Test 109.

Notify the Engineer at least 1 business day in advance of equipment testing.

Use material plant controllers having elements affecting the data accuracy and delivery that have been sealed by the Engineer. Make these elements available to the Engineer for inspection. If the elements are adequate for use, the Engineer seals them. If security seal manipulation occurs, stop material production. Do not resume production until the Engineer reinspects and reseals the device.

The Engineer measures material paid for by weight on Contractor-furnished sealed scales regularly inspected by the Department of Food and Agriculture's Division of Measurement Standards or its designated representative.

Obtain authorization of portable vehicle scale installations before sealing.

Proportioning scales must comply with Section 5-1.10, "Equipment."

9-1.01B(2) Equipment

Each scale must be long enough to fit an entire vehicle or a combination vehicle on the scale deck. The Department allows you to weigh a combination vehicle separately if you disconnect the vehicles.

Construct scale undersupports:

1. Using portland cement concrete containing at least 470 pounds of cement per cubic yard produced from commercial quality materials
2. Such that footing heights are at least 20 inches thick
3. With a bearing surface at least 30 inches wide and bearing pressure on the footing not over 4000 pounds per square foot

In constructing a scale:

1. Furnish drainage to prevent water from saturating the ground under the scale
2. Use bulkheads that prevent displacement

3. If shimming is necessary:
 - 3.1. Use securely attached metal shims or grout
 - 3.2. Do not use wedges to shim the supports
 - 3.3. Do not use shim material in excess of 3 inches
4. Install mechanical indicating elements level, plumb, and rigidly mounted on the concrete undersupports
5. For a hopper scale, rigidly attach hopper scale lever systems and mechanical indicating elements so no weight is lost from bending or support distortion

Each scale used to determine material payment quantities must be operated by a licensed weighmaster (Bus & Prof Code § 12700 et seq.).

Submit a public weighmaster's certificate or certified daily summary weigh sheets for each weighed material quantity. The Department may witness material weighing and check and compile the daily scale weight record.

Each vehicle operator must obtain weight or load slips from the weighmaster. Submit these records at the delivery point.

9-1.01B(3) Procedures

Daily, weigh empty vehicles used to haul material paid for by weight. Each vehicle must have a legible identification mark. The Department may verify material weight by having an empty and loaded vehicle weighed on any scale the Engineer designates.

For imported topsoil measured by volume, soil amendment, and mulch:

1. Each vehicle must allow a ready and accurate contents determination
2. Unless vehicles are of uniform capacity, each vehicle must have a legible identification mark showing its volume capacity
3. Load vehicles to at least the volume capacity
4. Level vehicle loads on arrival at the delivery point

If determining a quantity paid on a volume basis is impractical or if you request and the Engineer authorizes the request, the Engineer weighs the material and converts the result to a volume measurement. The Engineer determines the conversion factors and, if you agree, adopts this method of measurement.

9-1.01C Final Pay Items

The Department shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the verified Bid Item List quantity, regardless of actual quantity used unless dimensions are changed by the Engineer.

9-1.01D Quantities of Aggregate and Other Roadway Materials

The Engineer determines the weight of aggregate and other roadway materials that are being paid for by weight as shown and does not include the deducted weight of water in their payment quantities.

Material	Quantity Determination
Aggregate or other roadway material except as otherwise shown in this table	By deducting the weight of water in the material ^a in excess of 3 percent of the dry weight of the material from the weight of the material
Imported borrow, imported topsoil, aggregate subbase	By deducting the weight of water in the material ^a in excess of 6 percent of the dry weight of the material from the weight of the material
Straw	By deducting the weight of water in the material ^a in excess of 15 percent of the dry weight of the material from the weight of the material
Fiber ^b	Engineer does not deduct the weight of water
Aggregate base and aggregate for cement treated bases	As specified in Section 26, "Aggregate Bases," and Section 27, "Cement Treated Bases"

NOTE: Percentage of water is determined by California Test 226.

^aAt the time of weighing

^bWeight of water in the fiber^a must not exceed 15 percent of the dry weight of the fiber.

9-1.02 SCOPE OF PAYMENT

The Department pays you for furnishing the resources and activities required to complete the Contract work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes

Full compensation for work specified in Sections 1 through 9 is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the verified Bid Item List
2. Work is specified as paid for as extra work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract.

Payment is:

1. Full compensation for each bid item specified by the description and measurement unit shown on the verified Bid Item List
2. For the price bid for each bid item shown on the verified Bid Item List or as changed by change order with a specified price adjustment

If an alternative is described in the Contract, the Department pays based on the bid items for the details and specifications not described as an alternative.

The Department pays for work performed by change order based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price
4. Specialist billing

If the Engineer chooses to pay for work performed by change order based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account.

If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

The Department pays 10 percent annual interest for unpaid and undisputed:

1. Progress payments
2. After-acceptance payment except for claims

For these payments, interest starts to accrue 30 days after the 1st working day following the 20th day of the month payment is due. For extra work bills not submitted within 7 days after performing the work as specified in 5-1.015E, "Extra Work Bills," interest starts to accrue 60 days after the 1st working day following the 20th day of the month payment is due.

The Department pays 6 percent annual interest for unpaid and undisputed claims. Interest starts to accrue 61 days after the Department accepts a claim statement.

The Department pays 6 percent annual interest for awards in arbitration (Civ Code § 3289).

If the amount of a deduction or withhold exceeds final payment, the Department invoices you for the difference, to be paid upon receipt.

9-1.03 FORCE ACCOUNT PAYMENT

9-1.03A General

For work paid by force account, the Engineer compares the Department's records to your daily force account work report. When you and the Engineer agree on the contents of the daily force account work reports, the Engineer accepts the report and the Department pays for the work. If the records differ, the Department pays for the work based only on the information shown on the Department's records.

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups specified in Section 9-1.03, as reimbursement for additional administrative costs.

The markups specified in labor, materials, and equipment include compensation for all delay costs, overhead costs, and profit.

If an item's payment is adjusted for work-character changes, the Department excludes your cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

9-1.03B Labor

Labor payment is full compensation for the cost of labor used in the direct performance of the work plus a 35 percent markup. Force account labor payment consists of:

1. Employer payment to the worker for:
 - 1.1. Basic hourly wage
 - 1.2. Health and welfare
 - 1.3. Pension
 - 1.4. Vacation
 - 1.5. Training
 - 1.6. Other State and federal recognized fringe benefit payments

2. Labor surcharge percentage in Labor Surcharge and Equipment Rental Rates current during the work paid at force account for:
 - 2.1. Workers' compensation insurance
 - 2.2. Social security
 - 2.3. Medicare
 - 2.4. Federal unemployment insurance
 - 2.5. State unemployment insurance
 - 2.6. State training taxes
3. Subsistence and travel allowances paid to the workers
4. Employer payment to supervisors, if authorized

The 35 percent markup consists of payment for all overhead costs related to labor but not designated as costs of labor used in the direct performance of the work including:

1. Home office overhead
2. Field office overhead
3. Bond costs
4. Profit
5. Labor liability insurance
6. Other fixed or administrative costs that are not costs of labor used in the direct performance of the work

9-1.03C Materials

Material payment is full compensation for materials you furnish and use in the work. The Engineer determines the cost based on the material purchase price, including delivery charges, except:

1. A 15 percent markup is added.
2. Supplier discounts are subtracted whether you took them or not.
3. If the Engineer believes the material purchase prices are excessive, the Department pays the lowest current wholesale price for a similar material quantity.
4. If you procured the materials from a source you wholly or partially own, the determined cost is based on the lower of the:
 - 4.1. Price paid by the purchaser for similar materials from that source on Contract items
 - 4.2. Current wholesale price for those materials
5. If you do not submit a material cost record within 30 days of billing, the determined cost is based on the lowest wholesale price:
 - 5.1. During that period
 - 5.2. In the quantities used

9-1.03D Equipment Rental

9-1.03D(1) General

Equipment rental payment is full compensation for:

1. Rental equipment costs, including moving rental equipment to and from the site of work performed by change order using its own power.
2. Transport equipment costs for rental equipment that cannot be transported economically using its own power. No payment is made during transport for the transported equipment.
3. 15 percent markup.

If you want to return the equipment to a location other than its original location, the payment to move the equipment must not exceed the cost of returning the equipment to its original location. If you use the equipment for work other than work paid by force account, the transportation cost is included in the other work.

Before moving or loading the equipment, obtain authorization for the equipment rental's original location.

The Engineer determines rental costs:

1. Using rates in Labor Surcharge and Equipment Rental Rates:
 - 1.1. By classifying equipment using manufacturer's ratings and manufacturer-approved changes.
 - 1.2. Current during the work paid by force account.
 - 1.3. Regardless of equipment ownership; but the Department uses the rental document rates or minimum rental cost terms if:
 - 1.3.1. Rented from equipment business you do not own.
 - 1.3.2. The Labor Surcharge and Equipment Rental Rates hourly rate is \$10.00 per hour or less.
2. Using rates established by the Engineer for equipment not listed in Labor Surcharge and Equipment Rental Rates. You may submit cost information that helps the Engineer establish the rental rate; but the Department uses the rental document rates or minimum rental cost terms if:
 - 2.1. Rented from equipment business you do not own.
 - 2.2. The Engineer establishes a rate of \$10.00 per hour or less.
3. Using rates for transport equipment not exceeding the hourly rates charged by established haulers.

Equipment rental rates include the cost of:

1. Fuel
2. Oil
3. Lubrication
4. Supplies
5. Small tools that are not consumed by use
6. Necessary attachments
7. Repairs and maintenance
8. Depreciation
9. Storage
10. Insurance

11. Incidentals

The Department pays for small tools consumed by use. The Engineer determines payment for small tools consumed by use based on Contractor-submitted invoices.

9-1.03D(2) Equipment On the Job Site

For equipment on the job site at the time required to perform work paid by force account, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to another location on the job site when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account and:
 - 3.1. Hourly rates are paid in 1/2-hour increments
 - 3.2. Daily rates are paid in 1/2-day increments

When rented equipment on the job site is used to perform work at force account not required by the original contract work, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates if:

1. You submit a request to use rented equipment
2. Equipment is not available from your owned equipment fleet or from your subcontractors
3. Rented equipment is from an independent rental company
4. Proposed equipment rental rate is reasonable
5. Engineer authorizes the equipment source and the rental rate before you use the equipment

The Department pays for fuel consumed during operation of rented equipment not included in the invoiced rental rate.

9-1.03D(3) Equipment Not On the Job Site Required for Original Contract Work

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to move the equipment to a location on the job site when the work paid by force account is completed.

The minimum total time paid is:

1. 1 day if daily rates are paid
2. 8 hours if hourly rates are paid

If daily rates are recorded, equipment:

1. Idled is paid as 1/2 day
2. Operated 4 hours or less is paid as 1/2 day
3. Operated 4 hours or more is paid as 1 day

If the minimum total time exceeds 8 hours and if hourly rates are listed, the Department rounds up hours operated to the nearest 1/2-hour increment and pays based on the following table. The

table does not apply when equipment is not operated due to breakdowns; in which case rental hours are the hours the equipment was operated.

Equipment Rental Hours	
Hours operated	Hours paid
0.0	4.00
0.5	4.25
1.0	4.50
1.5	4.75
2.0	5.00
2.5	5.25
3.0	5.50
3.5	5.75
4.0	6.00
4.5	6.25
5.0	6.50
5.5	6.75
6.0	7.00
6.5	7.25
7.0	7.5
7.5	7.75
≥8.0	hours used

9-1.03D(4) Equipment Not On the Job Site Not Required for Original Contract Work

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to return the equipment to its source when the work paid by force account is completed
2. To load and unload equipment
3. Equipment is operated to perform work paid by force account

For this equipment, the Engineer may authorize rates in excess of those in Labor Surcharge and Equipment Rental Rates subject to the following:

1. Equipment is not available from your normal sources or from one of your subcontractors
2. Proposed equipment rental rate is reasonable
3. Engineer authorizes the equipment source and the rental rate before you use the equipment

9-1.03D(5) Non-Owner-Operated Dump Truck Rental

Submit the rental rate for non-owner-operated dump truck rental. The Engineer determines the payment rate. Payment for non-owner-operated dump truck rental is for the cost of renting a dump truck, including its driver. For the purpose of markup payment only, the non-owner-operated dump truck is rental equipment and the owner is a subcontractor.

9-1.04 Extra Work Performed by Specialists

If the Engineer determines that you or your subcontractors are not capable of performing specialty extra work, a specialist may be used. Itemize the labor, material, and equipment rental costs unless it is not the special service industry's established practice to provide itemization; in which case, the Engineer accepts current market-priced invoices for the work.

The Engineer may accept an invoice as a specialist billing for work performed at an off–job site manufacturing plant or machine shop.

The Engineer determines the cost based on the specialist invoice price minus any available or offered discounts plus a 10 percent markup.

9-1.05 CHANGED QUANTITY PAYMENT ADJUSTMENTS

9-1.05A General

The unit prices specified in Section 9-1.05 are adjusted under Section 9-1.03, "Force Account."

9-1.05B Increases of More Than 25 Percent

If the total bid item quantity exceeds 125 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under Section 9-1.03, "Force Account," or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the verified Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account."

If the payment for the number of units of a bid item in excess of 125 percent of the verified Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless you request it.

9-1.05C Decreases of More Than 25 Percent

If the total item pay quantity is less than 75 percent of the quantity shown on the verified Bid Item List and if no approved Contract Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under Section 9-1.03, "Force Account" or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under Section 9-1.03, "Force Account."

The Department does not pay more than 75 percent of the item total in the verified Bid Item List.

9-1.05D Eliminated Items

If the Engineer eliminates an item, the Department pays your costs incurred before the Engineer's elimination notification date.

If you order authorized material for an eliminated item before the notification date and the order cannot be canceled, either of the following occurs:

1. If the material is returnable to the vendor, the Engineer orders you to return the material and the Department pays your handling costs and vendor charges.
2. The Department pays your cost for the material and its handling and becomes the material owner.

The Engineer determines the payment for the eliminated bid item under Section 9-1.03, "Force Account."

9-1.06 WORK-CHARACTER CHANGES

The Department adjusts a bid item unit price based on the difference between the cost to perform the work as planned and the cost to perform the work as changed. The Engineer determines the payment adjustment under Section 9-1.03, "Force Account." The Department adjusts payment for only the work portion that changed in character.

9-1.07 PROGRESS PAYMENTS

9-1.07A General

The Department pays you based on Engineer-prepared monthly progress estimates. Each estimate reflects:

1. Total work completed during the pay period
2. Extra work bills if:
 - 2.1. Submitted by the 15th of a month
 - 2.2. Approved by the 20th of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims
8. Payment adjustments

Submit certification stating the work complies with the QC procedures. The Engineer does not process a progress estimate without a signed certification.

You may protest a progress payment.

9-1.07B Schedule of Values

Section 9-1.07B applies to a lump sum bid item for which a schedule of values is specified to be submitted.

The sum of the amounts for the work units listed in the schedule of values must equal the lump sum price bid for the bid item.

Obtain authorization of a schedule of values before you perform work shown on the schedule. The Department does not process a progress payment for the bid item without an authorized schedule of values.

Accept progress payments for overhead, profit, bond costs, and other fixed or administrative costs as distributed proportionally among the items listed except that for a contract with a bid item for mobilization, accept progress payments for bond costs as included in the mobilization bid item.

For changed quantities of the work units listed, the Department adjusts payments in the same manner as specified for changed quantities of bid items under Section 9-1.05, "Changed Quantity Payment Adjustments."

9-1.07C Materials On Hand

A material on hand but not incorporated into the work is eligible for progress payment if:

1. Listed in a special provision as eligible and is in compliance with other Contract parts
2. Purchased
3. An invoice is submitted
4. Stored within the State and you submit evidence that the stored material is subject to the Department's control
5. Requested on the Department-furnished form

9-1.07D Mobilization

Mobilization is eligible for partial payments if the Contract includes a bid item for mobilization. The Department makes the partial payments under Pub Cont Code § 10264. If the Contract does not include a mobilization bid item, mobilization is included in the payment for the various bid items.

The Department pays the item total for mobilization in excess of 10 percent of the total bid in the 1st payment after Contract acceptance.

9-1.07E Withholds

9-1.07E(1) General

The Department may withhold payment for noncompliance.

The Department returns the noncompliance withhold in the progress payment following correction of noncompliance.

Withholds are not retentions under Pub Cont Code § 7107 and do not accrue interest under Pub Cont Code § 10261.5.

Withholds are cumulative and independent of deductions.

Section 9-1.07E does not include all withholds that may be taken; the Department may withhold other payments as specified.

9-1.07E(2) Progress Withholds

The Department withholds 10 percent of a partial payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the revised Contract working days
2. Percent of working days elapsed exceeds the percent of value of work completed by more than 15 percent

The Engineer determines the percent of working days elapsed by dividing the total days to date by the revised Contract working days and converting the quotient to a percentage.

The Engineer determines the percent of value of work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Progress Payment Voucher.

When the percent of working days elapsed minus the percent of value of work completed is less than or equal to 15 percent, the Department returns the withhold in the next progress payment.

9-1.07E(3) Performance Failure Withholds

During each estimate period you fail to comply with a Contract part, including submittal of a document as specified, the Department withholds a part of the progress payment. The documents include QC plans, schedules, traffic control plans, and water pollution control submittals.

For 1 performance failure, the Department withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the Department withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

9-1.07E(4) Stop Notice Withholds

The Department may withhold payments to cover claims filed under Civ Code § 3179 et seq.

Stop notice information may be obtained from the Office of External Accounts Payable, Division of Accounting.

9-1.07E(5) Penalty Withholds

Penalties include fines and damages that are proposed, assessed, or levied against you or the Department by a governmental agency or private lawsuit. Penalties are also payments made or costs incurred in settling alleged violations of federal, state, or local laws, regulations, requirements, or PLACs. The cost incurred may include the amount spent for mitigation or correcting a violation.

If you or the Department is assessed a penalty, the Department may withhold the penalty amount until the penalty disposition has been resolved. The Department may withhold penalty funds without notifying you.

Instead of the withhold, you may provide a bond equal to the highest estimated liability for any disputed penalties proposed.

9-1.07E(6)–9-1.07E(10) Reserved

9-1.07F Retentions

The Department does not retain moneys from progress payments due to the Contractor for work performed (Pub Cont Code § 7202).

9-1.07G–9-1.07K Reserved

9-1.08 PAYMENT AFTER CONTRACT ACCEPTANCE

9-1.08A General

Reserved

9-1.08B Payment Before Final Estimate

After Contract acceptance, the Department pays you based on the Engineer-prepared estimate that includes withholds and the balance due after deduction of previous payments.

9-1.08C Proposed Final Estimate

The Engineer estimates the amount of work completed and shows the amount payable in a proposed final estimate based on:

1. Contract items
2. Payment adjustments

3. Work paid by force account or agreed price
4. Extra work
5. Deductions

Submit either a written final estimate acceptance or a claim statement no later than the 30th day after receiving the proposed final estimate. Evidence of the Contractor's receipt of the final estimate and the Engineer's receipt of the Contractor's written acceptance or claim statement is a delivery service's proof of delivery or Engineer's written receipt if hand delivered.

If you claim that the final estimate is less than 90 percent of your total bid, the Department adjusts the final payment to cover your overhead. The adjustment is 10 percent of the difference between the total bid and the final estimate. The Department does not make this adjustment on a terminated contract.

9-1.08D Final Payment and Claims

9-1.08D(1) General

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer furnishes the final estimate to you and the Department pays the amount due within 30 days. This final estimate and payment is conclusive except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer furnishes a semifinal estimate to the Contractor and the Department pays the amount due within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by the claims or as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

9-1.08D(2) Claim Statement

9-1.08D(2)(a) General

For each claim, submit a claim statement showing only the identification number that corresponds to the Full and Final Potential Claim Record and the final amount of additional payment requested except:

1. If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record
2. For a claim for quantities, withholds, deductions, liquidated damages, or change order bills
3. For an overhead claim

If the final amount of requested payment differs from the amount requested in the Full and Final Potential Claim Record, submit:

1. Identification number that corresponds to the Full and Final Potential Claim Record
2. Final amount of additional payment requested
3. Basis for the changed amount
4. Contract documentation that supports the changed amount
5. Statement of the reasons the Contract documentation supports the claim

The Engineer notifies you of an omission of or a disparity in the exclusive identification number. Within 15 days of the notification, correct the omission or disparity. If the omission or disparity is not resolved after the 15 days, the Engineer assigns a new number.

For a claim for quantities, withholds, deductions, or change order bills submit:

1. Final amount of additional payment requested
2. Enough detail to enable the Engineer to determine the basis and amounts of the additional payment requested

9-1.08D(2)(b) Overhead Claims

Include with an overhead claim:

1. Final amount of additional payment requested
2. Independent CPA audit report

Failure to submit the audit report with an overhead claim with the claim statement is a waiver of the overhead claim and operates as a bar to arbitration on the claim (Pub Cont Code § 10240.2).

The Department deducts an amount for field and home office overhead paid on added work from any claim for overhead. The value of the added work equals the value of the work completed minus the total bid. The home office overhead deduction equals 5 percent of the added work. The field office overhead deduction equals 5-1/2 percent of the added work.

If you intend to pursue a claim for reimbursement for field or home office overhead beyond that provided expressly by the Contract:

1. Notify the Engineer within 30 days of receipt of the proposed final estimate of your intent to seek reimbursement for specific overhead costs beyond that provided by the Contract
2. Specifically identify each claim and each date associated with each claim from which you seek reimbursement for specific overhead costs beyond that provided by the Contract
3. Timely submit all other claims
4. Within 30 days of receipt of the proposed final estimate, submit an audit report prepared by an independent CPA
 - 4.1. The audit report must show calculations with supporting documentation of actual home office and project field overhead costs
 - 4.2. The calculations must specify the actual daily rates for both field and home office overhead for the entire duration of the project expressed as a rate per working day
 - 4.3. The start and end dates of the actual project performance period, number of working days, overhead cost pools, and all allocation bases must be disclosed in the calculations of your actual field and home office overhead daily rates
 - 4.4. Neither daily rate may include a markup for profit
5. Field overhead costs from which the daily rate is calculated must be:
 - 5.1. Allowable under 48 CFR 31
 - 5.2. Supported by reliable records
 - 5.3. Related solely to the project
 - 5.4. Incurred during the actual project performance period
 - 5.5. Comprised of only time-related field overhead costs
 - 5.6. Not a direct cost
6. Home office overhead costs from which the daily rate is calculated must be:
 - 6.1. Allowable under 48 CFR 31

- 6.2. Supported by reliable records
- 6.3. Incurred during the actual project performance period
- 6.4. Comprised of only fixed home office overhead costs
- 6.5. Not a direct cost

The actual rate of time-related overhead is subject to authorization by the Engineer.

The CPA's audit must be performed under the Attestation Standards published by the American Institute of Certified Public Accountants. The CPA's audit report must express an opinion whether or not your calculations of your actual field and home office overhead daily rates comply with Section 9-1.08D(2)(b), "Overhead Claims." The attest documentation prepared by the CPA in connection with the audit must be reproduced and submitted for review with the audit report.

The Department provides markups for all work paid by force account. Overhead for field and home office costs are included in the markups. Overhead claims in excess of Contract markups are not allowed under the Contract. If you seek reimbursement for costs not allowed under the Contract, the Department does not pay your cost of performing the independent CPA examination specified in section 9-1.08D(2)(b), "Overhead Claims," including preparation of the audit report.

9-1.08D(2)(c) Declaration

Submit a declaration that includes the following language with the claim statement:

I declare under penalty of perjury, according to the laws of the State of California, that the foregoing claims, with specific reference to the California False Claims Act (Govt Code § 12650 et seq.) and to the extent the project contains federal funding, the U.S. False Claims Act (31 USC § 3729 et seq.), are true and correct, and that this declaration was signed on _____ (date) _____, 20__ at _____, California.

9-1.08D(2)(d) Waiver

A claim is waived if:

1. Claim does not have a corresponding Full and Final Potential Claim Record identification number
2. Claim does not have the same nature, circumstances, and basis of claim as the corresponding Full and Final Potential Claim Record
3. Claim is not included in the claim statement
4. You do not comply with the claim procedures
5. You do not submit the declaration specified in 9-1.08D(2)(c), "Declaration"

9-1.08D(3) Final Determination of Claims

Failure to allow timely access to claim supporting data when requested waives the claim.

The Department's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the State within the meaning of the California False Claims Act.

If the Engineer determines that a claim requires additional analysis, the Engineer schedules a board of review meeting. Meet with the board of review and make a presentation supporting the claim.

After claim review completion by the Engineer or board of review, the Department makes the final determination of claims and furnishes it to the Contractor.

After the determination, the Engineer furnishes a final estimate to the Contractor and the Department pays the amount due within 30 days. The final estimate is conclusive as to the amount

of work completed and the amount payable except as specified in Sections 5-1.015, "Records," 6-1.075, "Guarantee," and 9-1.09, "Clerical Errors."

The Contractor's failure to comply with the claim procedures is a bar to arbitration under Pub Cont Code § 10240.2.

9-1.09 CLERICAL ERRORS

For 3 years after Contract acceptance, estimates and payments are open to correction and adjustment for clerical errors. Either the Department or the Contractor pays to the other the amount due except for clerical errors resulting in an adjustment less than \$200; in which case, no payment is made.

9-1.10 ARBITRATION

Pub Cont Code § 10240 through 10240.13 provides for the resolution of contract claims by arbitration.

Start arbitration by filing a complaint with the Office of Administrative Hearings in Sacramento (1 CA Code Regs § 1350). File the arbitration complaint no later than 90 days after receiving the Department's final written decision on a claim (Pub Cont Code § 10240.1).

END OF SECTION 9

SECTION 10 - CONSTRUCTION SPECIFICATIONS

SECTION 10-1 GENERAL

10-1.01 WATER POLLUTION CONTROL

The Contractor shall be required to submit a Storm Water Pollution Prevention Plan (SWPPP) which complies with the conditions of the Water Quality Order 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES), General Permit for Storm Water Discharges Associated with Construction Activity (General Permit). The SWPPP shall be prepared with guidance from the City of Chico Best Practices Manual, the City of Chico Best Practices Technical Manual, and Caltrans Storm Water Quality Handbooks. This plan shall be approved by the Engineer prior to beginning any work. This plan will be required to be in place and filed with the state prior to issuance of City of Chico Encroachment Permit. The Contractor shall be responsible for implementing, maintaining, and monitoring such water pollution control measures as called for in the SWPPP, the Standard Specifications, and as directed by the Engineer.

Contractor to:

- a. Prepare Notice of Intent (NOI). NOI preparation includes working with owner to file NOI & SWPPP in state online data base. The Contractor is to pay NOI submittal fees and yearly renewal fees.
- b. Prepare Storm Water Pollution Prevention Plan. SWPPP preparation includes obtaining SWPPP acceptance and amending the SWPPP.
- c. Install BMP's per approved SWPPP as required throughout construction as detailed in the SWPPP. Maintain, repair, clean, or replace BMP's as needed throughout project to ensure no site discharges occur.
- d. Prepare and implement a SWPPP monitoring program in compliance with the latest California NDDES Storm Water Pollution Prevention rules. All monitoring shall be documented and reported as required to State of California.
- e. Prepare Rain Event Action Plans if specified for the project risk level, REAP preparation includes preparing and submitting REAP forms and monitoring weather forecasts.
- f. Complete all required Storm Water Sampling and Analysis. Storm Water Sampling and Analysis Day include reporting of storm water quality per qualifying rain event. If specified for the risk level, the work includes preparation, collection, analysis, and reporting of storm water samples for turbidity, pH, and other constituents.
- g. Prepare and submit all required Storm Water Annual Reports. Storm Water Annual Report preparation includes certifications, monitoring and inspection results, and obtaining Storm Water Annual Report acceptance.
- h. Upon completion and stabilization of all offsite work contractor is to complete the transfer of the SWPPP responsibilities to the onsite contractor.

Copies of the General Permit, the manuals, and the handbook referred to above are available on the Internet at

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml

The Contractor shall be responsible for inspecting the work site a minimum of once at the beginning and once at the end of the work day to insure that pollution control measures as specified

in the SWPPP are in place and functioning properly. Inspections will also be required on non-work days when rainfall is forecasted. Monitoring shall be required for all rainfall events whether on work or non-work days. Unless specified otherwise in the approved SWPPP, Contractor-performed monitoring duties shall end when the project Notice of Completion is filed with the County Recorder. All inspections and monitoring shall be documented in a log that will be maintained on site with the approved SWPPP.

Note special seed restriction for erosion control & hydro seeding regarding variety is required due to adjacent organic farming. Attention is directed to Section 5-1.20G Sierra Nevada Brewery Relations.

Should the Contractor be found not to be in compliance with the approved SWPPP and the requirements in these Special Provisions, he shall be fined \$2,000 for the first occurrence and \$3,000 for each occurrence thereafter. The fine shall not relieve the Contractor's obligation to indemnify BCAG from third-party lawsuits as a result of the Contractor's actions.

If the Contractor has been found not to be in conformance with the approved SWPPP and fails to provide the required maintenance of the pollution control devices within the same day that he is notified of the deficiency, BCAG reserves the right to complete the work necessary to bring the devices into conformance with the SWPPP. In addition to the fine stated above, BCAG shall charge the Contractor for the actual cost of such maintenance, which shall be deducted from the Contractor's next progress payment.

For projects with more than 60 working days, the Owner makes progress payments for preparing storm-water pollution prevention plan as follows:

1. A total of 30 percent of the item total upon approval of the SWPPP
2. A total of 90 percent of the item total over the life of the contract
3. A total of 100 percent of the item total upon accepted notice of termination.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, tools, materials, equipment, and incidentals for doing all the work involved in preparing the SWPPP and supplying, installing, monitoring, and maintaining the measures implemented as part of the SWPPP as required by the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-1.02 DUST CONTROL

The Contractor shall be familiar with and comply with all monitoring, reporting, notifications, and control requirements of agencies having jurisdiction over air quality.

The Contractor shall prevent the formation of an airborne dust nuisance by watering work areas as required until the project is completed and accepted. The amount of water used shall not be excessive to cause soil carry-over or wash-off outside the boundaries of the working area. If soil wash-off occurs, the Contractor shall immediately notify the Engineer and identify the area where wash-off occurred. The Contractor shall provide polyethylene sheeting to place underneath and over any stockpiled soil. The stockpile shall be covered daily after completion of work. The sheeting shall be adequately weighted or secured to keep the sheeting in place during non-work periods.

Full compensation for furnishing all labor, materials, tools, equipment, incidentals and for doing all the work involved in conforming to the requirements of this section shall be considered as included in the contract lump sum price paid for Job Site Management and no additional compensation will be allowed therefor.

10-1.03 JOB SITE MANAGEMENT

Attention is directed to Section 13-4, "Job Site Management," of the Standard Specifications and these special provisions. The standard provisions of this section shall apply.

The contract lump sum price paid for job site management includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in job site management, including incidentals, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.04 COOPERATION

It is anticipated that construction may be underway by other forces or by other contractors within or adjacent to the limits of work specified within the contract duration. The contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site at any time, by the use of other forces.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

10-1.05 OBSTRUCTIONS

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than sixty (60) pounds per square inch (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer, the appropriate regional notification center, and utility operator for operators of subsurface installations at least ten (10) working days, but not more than fourteen (14) calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	811 (Toll Free) (800) 227-2600
Sierra Nevada Brewery, John Warmerdam	530-893-3520

Utility and Service Contacts

UTILITY	CONTACT NAME	TELEPHONE	EMAIL
CITY ROADWAYS	MATT JOHNSON	530-879-6910	MJohnson@ci.chico.ca.us
CITY SEWER/STORM	MATT THOMPSON	530-879-6959	MThompso@ci.chico.ca.us
CAL WATER	JASON HAMMOND	530-893-6315	JHammond@Calwater.com
PG&E ELECTRIC	DAVID BARRIOS	530-894-4727	D2BB@pge.com
PG&E GAS	LARRY JACKSON	530-894-4773	LWJ3@PGE.COM
AT&T TELEPHONE	CRAIG EDWARDS	530-891-2442	CE2424@att.com
COMCAST CABLE	BRANDON STOKES	530-332-5993	Brandon_Stokes@cable.comcast.com
UNION PACIFIC RR	TERREL ANDERSON	916-789-5134	TAANDERS@UP.COM

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

10-1.06 TRAFFIC CONTROL SYSTEM

A Traffic Control System shall consist of preparing a traffic control plan and maintaining traffic in conformance with the details shown on the plans, the provisions in Section 12, "Temporary Traffic Control," of the State Standard Specifications and as prescribed in these Special Provisions.

The Contractor shall submit, prior to or at the Preconstruction Meeting, a Traffic Control Plan which conforms to all requirements of these Special Provisions and the State Standard Specifications. This plan shall include all lane closures, construction area signs, flag protection, changeable message signs, detours, and parking prohibitions. No work shall commence prior to the submittal and approval of a satisfactory traffic control plan. A traffic control plan shall not be deemed satisfactory unless it conforms to the requirements of the City of Chico. More than one traffic control plan may be required for different phases of the work, and each traffic control plan shall conform to the requirements of these Special Provisions and the State Standard Specifications.

At the end of each working day, if a difference in excess of 0.15-foot exists between the elevation of the existing pavement and the elevation of any excavation within eight (8) feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose. The material shall be placed to the level of the elevation of the top of the existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. In the case of PCC curb ramps, there shall be no difference between the elevation of the existing bottom of ramp and the elevation of the existing pavement; ADA compliance shall be maintained for areas to the public.

The provisions in this section will not relieve the Contractor of responsibility for providing additional devices or taking measures as may be necessary to comply with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications.

During traffic stripe operations and pavement marker placement operations using bituminous adhesive, traffic shall be controlled, at the option of the Contractor, with either stationary or moving lane closures. During other operations, traffic shall be controlled with stationary lane closures. Attention is directed to the provisions in Section 84-1.03B, "Protection From Damage".

Local authorities shall be notified at least 5 business days before work begins. The Contractor shall cooperate with local authorities to handle traffic through the work area and shall make arrangements to keep the work area clear of parked vehicles.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs, flagging), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of the components of the traffic control system shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.07 MOBILIZATION

Mobilization shall consist of preparatory work and operations, including but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for the work on the project; and for all other work on the various contract items on the project site.

The Owner pays the item total for mobilization in excess of 5 percent of the total bid in the 1st payment after Contract acceptance.

The contract lump sum price paid for Mobilization includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Mobilization, including incidentals, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-1.08 DEVELOP WATER SUPPLY

Develop Water Supply, Construction Water and applying watering shall conform to the provisions in Section 17, "Watering," of the State Standard Specifications and these Special Provisions.

Water shall be applied as necessary to complete the work per the Plans and Specifications or as directed by the Engineer.

All equipment used for applying water shall be supplied by the Contractor and shall be equipped with a positive means of shutoff. One mobile unit, of at least 1,000 gallons capacity, shall be made available at the site for applying water upon reasonable notice to the Contractor by the Engineer.

Water for compacting backfill material, base, and for dust control shall be applied by means of pressure-type distributors.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

10-1.09 ENVIRONMENTAL STEWARDSHIP

The Work shall conform to the provisions in Section 14, "Environmental Stewardship," of the State Standard Specifications and these Special Provisions.

The contractor is responsible for all requirements in the permitting documents made a part of this agreement in attached Appendix F. Contractor is to extend extra efforts when working in areas of special concerns identified in these documents. The summary below is intended to assist in bidding but may not be inclusive of all of the requirements of the contract documents.

Species Protection:

This Project is within or near habitat for regulated species shown below:

Giant Garter Snake (GGS)
Valley Elderberry Longhorn Beetle (VELB)
Nesting migratory birds
Western Red Bats
Western Burrowing Owls
Swainson's Hawk

General Protection Measures:

1. Contractor will be familiar with and will comply with all environmental permits.
2. Contractor shall keep a binder with all permits onsite for reference at all times.
3. Contractor to notify BCAG 10 working days prior to the start of construction to schedule the BCAG provided biologist to conduct pre-construction migratory bird surveys and notify permitting agencies.
4. Contractor to maintain a clean work site with all trash (especially food wrappers) contained in trash receptacle to prevent attracting wildlife to the site.

Protection Measures for VELB:

1. No pesticides or herbicides will be used within 1,500' of any elderberry shrub.
2. Contractor dust abatement measures implemented during construction require special attention within 100' of elderberry shrubs to eliminate fugitive dust.
3. Construction workers will not be allowed to access the north bank of Comanche Creek.

Protection Measures for GGS:

1. All construction activities within 200' of Comanche Creek will occur between May 1 and October 1.
2. Contractor to notify BCAG 7 working days prior to the start of construction to schedule the BCAG provided biologist to conduct pre-construction GGS surveys to occur 24 hours prior to the start of construction.
3. BCAG provided biologist may be required to be onsite during all construction activities within GGS habitat; thus, the contractor is responsible for providing/updating a weekly schedule of activities and may not conduct work in the biologist's absence.
4. Contractor to check around and under all vehicles prior to moving equipment and maintain a 20 mph maximum speed limit within 200' of Comanche Creek.
5. Contractor to contact the biological monitor if a giant garter snake or other sensitive species is observed within or adjacent to the project area.
6. Contractor to cover all unattended open excavations ends of pipes, and conduits. Do a thorough check prior to disturbance.
7. If instillation of a coffer dam is necessary, dewatered habitat in Comanche Creek will remain dry for at least 15 consecutive days after April 15 prior to excavating or

- filling.
8. Clearing of vegetation and construction area will be confined to the minimal area necessary. Excavation equipment will be located and operated from top of the south bank. Excavation equipment is not allowed in the stream bed.
 9. All movement of heavy equipment to and from the site will be restricted to established roadways and no staging or storing of equipment or spoils will occur within 200 feet of Comanche Creek.
 10. Areas outside of the construction zone will be designated “Environmentally Sensitive Areas” and Contractor will fence off using orange barrier fencing.
 11. Following outfall construction, contractor shall remove any temporary water diversion structures and debris and the contractor shall restore the disturbed bank to pre-construction height and slope and re-vegetated with appropriate native seed mix per the re-vegetation plan.

Protection Measures for Nesting Migratory Birds, Red Bats, & Burrowing Owls:

1. BCAG provided biologist is required to conduct a survey for all birds protected by the MBTA, red bats, & burrowing owls and map all nests located within 500 feet of construction areas prior to commencement of construction.
2. If nests are present, BCAG provided biologist will develop buffer zones around active nests in coordination with CDFG. Construction activity shall be prohibited within the buffer zones until the young have fledged or the nest fails. Nests shall be monitored at least twice per week and a report submitted to CDFG monthly.

Protection Measures for Swainson’s Hawk:

1. BCAG provided biologist is required conduct a survey for Swainson’s Hawk nests located within ½ mile radius of construction areas prior to commencement of construction.
2. If a nest is found and work must occur a BCAG provided biologist will monitor the nest site. If it is abandoned and if the nestlings are still alive, the BCAG shall fund the recovery and hacking (controlled release of captive reared young) of the nestling(s).

Protection Measures for Water Quality and Aquatic Life:

1. Contractor to maintain sufficient water flow downstream to support aquatic life at all times.
2. Temporary dam or artificial obstruction shall only be built from clean materials such as sandbags, gravel bags, water dams/or clean/washed gravel which will cause little or no siltation.
3. Contractor to remove all diversion before the winter period.
4. Contractor to notify/schedule the BCAG provided biologist prior to dewatering efforts. The biologist will be required to be onsite to capture and release stranded aquatic life.
5. Contractor to maintain water quality BMP’s as required in project permits. No siltation is allowed to pass the sediment barrier.
 - a. Minimize turbidity/siltation with appropriate sediment barriers.
 - b. No plastic monofilament or cross joint in netting that are bound/stitched (such as straw wattles/fiber rolls, and some erosion control blankets) are allowed.
 - c. Upon completion of work stabilize site with appropriate erosion control vegetation and then remove barriers.

- d. Implement SWPPP BMP's.
6. Contractor is to conduct water sampling per the Central Valley Regional Water Quality Control Board 401 permit, "Additional Technically Conditioned Certification Conditions #7" during 1) Any in-water work, 2) in the event that project activities result in any materials reaching the surface waters or; 3) When any activity results in the creation of a visible plum in the surface water.
7. Restore site as required in Plans and Specifications.

Cultural Resource Protection:

1. If any cultural materials (e.g. bones, pottery fragments or other potential cultural resources) are encountered or unearthed during construction, all work within 100 feet of the discovered site shall cease. Further, the Contractor shall immediately notify BCAG and the Butte County Coroner pursuant to Section 7050.5 of California's Health and Safety Code, and contact the Planning Services Department at 879-6800 as soon as possible. BCAG shall then retain an archeologist from the City's list of qualified archaeologists to evaluate the significance of the site. If the archaeologist determines that the materials represent a potentially significant resource, the project proponent, archaeologist, City Planning Director, and local tribal coordinator shall begin a consultation process to determine a plan of action either for 1) total data recovery, as a mitigation, 2) tribal cultural resource monitoring, 3) displacement protocol, or 4) total avoidance of the resource.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

10-1.10 TEMPORARY RAILROAD SPUR CROSSING

Work involved in Temporary Railroad Spur Crossing shall conform to all UPRR requirements and plan prepared by JMA Civil to be issued in addendum. Work shall be closely coordinated with Sierra Nevada Breweries.

Work shall include all temporary facilities including earthwork, aggregate base rock, railroad ballast rock, signage, striping, and other incidentals needed to create a usable temporary construction crossing of the railroad spur for the contractors use in constructing the storm drain main and outfall. The temporary facility shall be completely removed at the earliest possible date that it is no longer needed for construction. Extreme care shall be exercised to avoid contaminating the railroad ballast rock with dirt, debris, sand, or base rock. Should contamination occur contractor shall be responsible to remove and replace contaminated railroad ballast to the owners satisfaction.

Payment will be made as follows: 75 percent upon completed installation, remainder upon satisfactory removal.

The contract lump sum price paid for Temporary Railroad Spur Crossing includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Temporary Railroad Spur Crossing, including installing, maintaining, and removing and all incidentals, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

SECTION 10-2 EARTHWORK AND STREETS

10-2.01 EXISTING HIGHWAY FACILITIES

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

Full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conforming to the additional requirements of this section shall be considered as included in the contract prices paid for the associated work items and no additional compensation will be allowed therefor.

10-2.02 REMOVE ASPHALT CONCRETE

Removing asphalt concrete shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

Existing Asphalt Concrete, where shown on the plans to be removed, shall be removed. Work includes the removal of both road surface asphalt & asphalt dikes.

Where a portion of the existing roadway surface is to remain, sawcut a neat line along the portion to remain before beginning asphalt concrete removal.

Asphalt Concrete removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 14-10, "Solid Waste Disposal & Recycling" of the Standard Specifications.

The contract price paid per square foot for Remove Asphalt Concrete shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Remove Asphalt Concrete, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2.03 PAVEMENT GRINDING

Pavement grinding shall consist of cold milling the edges along conform lines and over areas of existing asphalt concrete at locations and to widths as shown on the plans and as directed by the Engineer, and removing and disposing of the resulting debris away from the job site.

Milling shall be done using a cold planing (milling) machine.

The contract price paid per square foot for Pavement Grinding shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in Pavement Grinding, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2.04 POTHOLING

Potholing shall be utilized prior to underground construction activities to prevent excavation damage to existing underground utilities for all open-cut excavations and trenchless installation methods. Potholing is the practice of digging a test hole to expose underground utilities to determine the horizontal and vertical locations on the facility.

Potholing shall be, at the option of the Contractor, either performed by hand digging or by vacuum excavation.

Hand digging shall be performed by excavating a pothole by manual means with hand held, non mechanical equipment such as a shovel or hand auger.

Vacuum excavation shall consist of air or water pressure to break up the soil and a vacuum device to collect the spoils. The Contractor shall determine if air or water vacuum excavation shall be used dependent upon specific site and environment characteristics. Soil type such as a heavy clay may require water vacuum excavation. Air vacuum excavators shall be utilized if mud from water vacuum excavators cannot be disposed of properly. Air vacuum excavators shall be used if damage to utilities, such as cutting through cables, will occur with the use of water vacuum excavators. **USA North and all facility owners shall be notified prior to start of work if vacuum excavation method is to be used.**

1. Air: Air vacuum excavators shall utilize a high velocity air stream to penetrate, expand, and break up the soil. The loosened particles of soil and rock shall be removed from the excavation through the use of a vacuum.
2. Water: Water vacuum excavation systems shall excavate the pothole using high pressure water to reduce and loosen the soil. The wet soil and mud slurry shall be removed to a spoil tank using a vacuum.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least two (2) working days, but not more than fourteen (14) calendar days, prior to commencing excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600

Potholes in pavement shall be sawcut round with a maximum size of twelve (12) inches in diameter unless otherwise directed by the City of Chico or the Engineer

The construction drawings shall be compared to locate paint marks to determine if all existing utilities shown on the drawings have been identified in the field. If the drawings and located paint marks do not match, additional potholing shall be completed to determine accurate locations.

If the locate paint marks have improperly designated the location of a facility, and the facility is exposed during potholing, the facility owner and the Engineer shall be notified. The entity that exposed the facility shall document the horizontal and vertical location of the facility and communicate the information to the facility owner. If a utility cannot be located through potholing used in conjunction with construction drawings and locate marks, the facility owner and the Engineer shall be contacted.

Conditions requiring potholing:

1. Open-Cut Excavations: Potholing shall be completed to expose existing utilities, including mains and service lines, when open cut excavations are within tolerance zone of the marked

utility. The tolerance zone, also known as the “approximate location”, is a strip of land equal to the width of the underground utility plus twenty-four (24) inches on each side.

2. Trenchless Installation Methods: For trenchless operations with a bore path that parallels a utility (mains and service lines) within three (3) feet, potholing shall be completed at the beginning and the end of each bore and every fifty (50) feet along the route. For trenchless operations with a bore path that parallels a utility (mains and service lines) within five (5) feet, potholing shall be required at the beginning and end of the bore and every two hundred (200) feet along the route. Potholing shall be completed for all utilities, mains, and service lines) crossing the path of trenchless operations.
3. Congested Utilities: In congested areas having several facilities in close proximity and/or are crossing each other, locations have greater potential to be less accurate. Potholing shall be utilized for excavations near congested utility areas.

Facilities exposed during potholing shall be protected throughout the project. Utilities that are rendered unsupported due to potholing shall be temporarily supported by shoring or other means. The utility shall be protected from heavy and sharp items falling into the excavation that could damage or cut the facility.

Potholes shall be restored by the end of the work day after the utility has been located, or as otherwise directed by the Engineer. Potholes shall be backfilled with a Slurry Cement Backfill conforming to Section 19-3.03F, “Slurry Cement Backfill,” of the State Standard Specifications, unless otherwise directed by the Engineer. All potholes located in asphalt concrete shall have the edges tack oiled and permanently paved to match the existing asphalt concrete thickness (minimum 4”). Attention is directed to the section 39-1.02B, “Tack Coat,” of the Standard Specifications and “Hot Mix Asphalt” of these Special Provisions. The repair of potholes in concrete driveways and sidewalks shall require the removal and replacement of the concrete to score lines unless otherwise approved by the City. Attention is directed to the section titled, “Miscellaneous Concrete,” of these Special Provisions.

Full compensation for providing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in conforming to the additional requirements of this section, and as directed by the Engineer, shall be considered as included in the contract prices paid for various items of work, and no additional compensation will be allowed therefor.

10-2.05 CLEARING AND GRUBBING

Clearing and Grubbing shall conform to the provisions in Section 16, “Clearing and Grubbing,” of the State Standard Specifications and these Special Provisions.

The following items as shown on the plans shall also be moved as a part of this pay item:

1. Concrete curb & gutter
2. Concrete sidewalk
3. Abandoned concrete pull boxes and conduit along UPRR right of way as it conflicts with work.

Concrete removed shall be disposed of outside the highway right of way in conformance with the provisions in Section 14-10, "Solid Waste Disposal & Recycling" of these Special Provisions.

The contract lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, material, tools, equipment and incidentals and for doing all work involved in

Clearing and Grubbing, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2.06 EARTHWORK

Earthwork including roadway excavation, embankment, remove base and surfacing, basin excavation, and ditch excavation shall conform to the provisions in Section 19, "Earthwork," of the State Standard Specifications and these Special provisions.

Surplus material shall be dealt with as follows:

1. Surplus clean soils from the end of the existing Aztec Drive west to the end of the proposed cul-de-sac extension shall be removed and placed at the designated location on the adjacent Sierra Nevada Brewery Property. Final placement, shaping, and access to the stockpile shall conform to the plans and all agreements with the land owner.
2. Surplus materials from other portions of the project or materials that are not clean shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 19-2.03B, "Surplus Material" of the Standard Specifications.

Filling and grading, with soil backfill, between the curb and sidewalk, and filling, grading and shaping behind the curb and sidewalk and within the project area shall be considered as part of this section.

Earthwork quantity shown does NOT include any trench spoils. All trench excavation and spoils shall be paid under other bid items.

Earthwork measurement will be per Engineers Bid Estimate and paid for per cubic yard in conformance with the provisions in Section 19, "Earthwork", of the State Standard Specifications. The quantity shown for earthwork in the Contract Pay Items/Bid Price Schedule will be final pay quantity for "Earthwork" and shall conform to the provisions of Section 9-1.02C, "Final Pay Item Quantities" of the State Standard Specifications, and no additional compensation will be made therefor.

10-2.07 LIME STABILIZED SOIL

Lime Stabilized Soil shall conform to the provisions in Section 24-2, "Lime Stabilized Soil," of the State Standard Specifications and these Special Provisions.

Lime-Cement shall be used as detailed in the "Recommendations for Subgrade Soil Stabilization Using Lime Treatment" prepared by Holdredge & Kull attached to the soils report, see Appendix E.

Limits of treated Subgrade shall extend to the roadway back of curb and to sawcut line at the existing roadway. All roadway trenching, backfill, and sewer and water testing shall be completed prior to Lime-Cement treatment of subgrade, care shall be taken to avoid damaging shallow pipes and lines.

The contractor shall remove and dispose of any lime treatment outside of the contract limits.

The contract price paid per square yard for Lime-Cement Treated Subgrade shall include full compensation for furnishing all labor, materials, tools, equipment, removal and disposal and incidentals and for doing all the work involved in Lime-Cement Treated Subgrade at the locations shown on the plans and complying with the provisions in these Special Provisions and the Standards Specifications.

10-2.08 AGGREGATE BASE

Aggregate base shall be Class 2, three quarter inch (¾") maximum grading and shall conform to the provisions in Section 26, "Aggregate Bases," of the State Standard Specifications and these Special Provisions. All aggregate base shall be compacted to a relative compaction of ninety-five (95) percent.

Aggregate base work at the existing gravel road from the outfall to the intersection of Huss and Aztec Drives shall include 6" scarification of existing gravel / base rock, addition of 2" of Class 2 Aggregate Base Rock over the entire roadway surface including turnouts and compaction to 95% R.C. This shall be completed once construction traffic on the road is no longer needed and prior to the final closeout of the project.

The contract price paid per cubic yard for Class 2 Aggregate Base shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in furnishing and placing Class 2 Aggregate Base including scarification of gravel roadway at the locations shown on the plans and complying with the provisions in these Special Provisions and the Standards Specifications.

10-2.09 HOT MIX ASPHALT

This work includes producing and placing hot mix asphalt (HMA) Type A using the standard construction process as detailed in section 39-2. Comply with Section 39, "Hot Mix Asphalt," of the Standard Specifications.

The contractor shall furnish a pneumatic tired roller to be used for intermediate rolling.

Asphalt concrete shall be Type A, PG70-10, ¾" maximum, coarse grading for pavement lifts greater than 2" in thickness and ½" maximum, medium grading for lifts 2" in thickness and under, except that the surface course shall always be ½" maximum medium grading.

The Contractor shall submit mix designs for all HMA to be used on the project. The amount of asphalt binder to be mixed with the aggregate shall be between four (4) percent and six (6) percent by weight of dry aggregate. The exact amount of asphalt binder to be mixed with the aggregate will be determined by the mix design.

A paint binder (*tack coat*) of asphaltic emulsion shall be applied to the areas to be surfaced in accordance with Section 39-1.09C "Tack Coat" of the Standard Specifications. Prime coat will *not* be required on base rock. Asphaltic emulsion shall be type SS1 unless otherwise permitted by the engineer.

For all streets, HMA shall be spread and compacted in conformance with Section 39-1.10, 39-1.11, & 39-1.12 of the State Standard Specifications, these Special Provisions, as shown on the plans, and as directed by the Engineer.

After compaction, the asphalt at the PCC gutter shall be a ¼" above the lip of gutter grade.

The contract price paid per ton for Hot Mix Asphalt (Type A) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in constructing Hot Mix Asphalt (Type A) including paint binder, complete in place, as shown on the plans, as specified in the State Standard Specifications, these Special Provisions, and as directed by the Engineer.

10-2.10 MISCELLANEOUS CONCRETE

Curbs, gutters, sidewalks, pedestrian ramps, and driveways shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," and Section 90, "Concrete" of the State Standard Specifications, and these Special Provisions.

Subgrade preparation shall conform to the provisions of Section 73 1.03B "Subgrade Preparation" of the Standard Specifications. The Contractor shall be responsible for performing grading, including furnishing fill material and excavating, as necessary to establish finish grade for placement of concrete curb, gutter, sidewalk, driveway, alley pavement, and pedestrian ramp construction. Subgrade shall be compacted to a relative density of 95 percent in conformance with California Test Method No. 216.

No concrete shall be placed until the subgrade and forms have been reviewed for satisfactory compaction, alignment, and grade, and approved by the Engineer.

Premolded Expansion Joints, 1/4-inch-wide, shall be installed in all curbs, gutters, driveways, handicap ramps, and sidewalks as follows:

- i) As shown on City of Chico Standards S-1, S-2, S-5A, S-19, S-27, and S-27A.
- ii) At maximum 48-foot intervals in all new curb and gutter construction.
- iii) At all returns

Control Joints, 1/8-inch-wide, scored at least 1/10 the depth of concrete being placed, shall be constructed at maximum 24 foot intervals in all new curbs, gutters, and sidewalks, and as shown in City of Chico Standards.

Extruded curb, gutter and sidewalk construction may be used on this project.

Portland Cement concrete curbs and gutters, driveways, sidewalks, and pedestrian ramps, shall be constructed at the location shown on the plans, or as directed by the Engineer, and shall conform to the details and dimensions as shown on the following City of Chico, Department of Public Works Standard Plans or revised details as shown on the plans:

- (a) Standard S-1, "Standard Portland Cement Concrete Sidewalk."
- (b) Standard S-2, "Standard Vertical Curb and Gutter."
- (c) Modified Standard S-5A, "Standard Commercial Driveway Approach" Dwy #1
- (d) Modified Standard S-5A, "Standard Commercial Driveway Approach" Dwy #2
- (e) Modified Standard S-27, "Standard PCC handicapped ramp."
- (f) Modified Standard S-27A, "Standard PCC handicapped ramp."
- (g) Standard S-19 "Alley Pavement"

Materials:

i) Concrete: Construction of all sidewalks, handicap ramps, curbs, gutters, driveways, and alley pavement shall conform to the provisions of Section 90-2, "Minor Concrete," of the Standard Specifications.

ii) Adhesives: Adhesives or bonding agents used to join new concrete to existing concrete shall be approved by the Engineer prior to use in the work.

iii) Lampblack: Lampblack of approved quality shall be mixed with all concrete used in the work at the rate of one pound per cubic yard of concrete.

iv) Joint Filler: Premolded expansion joint filler shall conform to the provisions of Section 51-2.01B(1) of the Standard Specifications.

v) Dowels: Steel dowels, where specified, shall conform to the provisions of Section 52-1 of the Standard Specifications.

Contractor shall be responsible for guarding or otherwise protecting concrete work from vandalism or other damage. All such etchings, graffiti or other damage to newly placed concrete shall be removed and replaced by the Contractor at the Contractor's own expense.

Pedestrian ramp detectable warning surfacing shall conform to the details of raised truncated domes as shown in the plans details. The finished surfaces of the detectable warning surface shall be free from blemishes. The detectable warning surface shall be cast in place replaceable screw on top system Armor Tile Herculite System or approved equal as required by the City of Chico. The color of the surface shall be yellow (Federal Color Number 33538).

When the Pedestrian ramp is new or being reconstructed, full compensation for constructing or installing the detectable warning surface shall be considered as included in the contract unit price paid for "Pedestrian Ramps" and no additional compensation will be allowed therefor.

Concrete curb and/or gutter will be measured by the lineal foot in place. Concrete sidewalks, driveways, and alley pavement shall be measured by the square foot in place. Pedestrian ramps shall be measured per each and include all ADA grooving and truncated dome surfaces.

The unit price paid per linear foot for installation of concrete curb and/or gutter and the unit price paid per square foot for installation of concrete sidewalk, driveways, and alley pavement and for each pedestrian ramp shall include full compensation for furnishing all labor, tools, materials and equipment, and for doing all the work involved in installing curbs, gutters, sidewalks, driveways, alley pavement, and pedestrian ramps, including, grading and sand cushion under sidewalk & handicap ramps, truncated domes on pedestrian ramps, as shown on the plans as required by the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2.11 IRRIGATION SLEEVES

Irrigation sleeves shall be installed at the locations shown on the plans or where designated by the Engineer and in conformance with the City of Chico Standard plan LS-14 and these special provisions.

Sleeves shall be 4" Sch. 40 PVC pipe, bedded and shaded in sand, have 26" minimum of cover, and be extended 3' beyond the edge of vehicle paving and 2' beyond the edge of non-vehicular paving. Cap ends and mark location per detail for future use. No pull rope required.

The contract unit price paid per linear foot for Irrigation Sleeves includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Irrigation Sleeves, complete in place, including caps and marking pipe, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2.12 PAVEMENT MARKERS

Pavement markers shall conform to the provisions in Section 85, "Pavement Markers," of the Standard Specifications and these Special Provisions.

The Contractor shall use hot melt bituminous adhesive.

Pavement markers shall be placed at the centerline of the roadway across from each new fire hydrant. Pavement markers shall be 2 way reflective and blue in color.

No separate measurement or payment will be made for pavement markers. The cost for pavement markers shall be included in the contract unit price paid for Fire Hydrants and no additional compensation will be allowed.

10-2.13 ROADSIDE SIGNS

Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-4, "Roadside Signs," of the Standard Specifications and these special provisions.

Sign panels shall be furnished by the Contractor. All fasteners used for roadside signs shall be vandal proof.

All backgrounds, borders, letters, numerals, shields, and arrows on all permanent signs shall be constructed of encapsulated lens reflective sheeting.

All signs shall be manufactured with encapsulated lens sheeting. The reflective sheeting shall conform to the requirements for encapsulated lens sheeting as found in the *most recent version of the California Department of Transportation publication, "SPECIFICATIONS FOR REFLECTIVE SHEETING ALUMINUM SIGNS"*. The Contractor shall provide certification that the sheeting not only conforms to Caltrans standards but also carries the manufacturer's ten year warranty.

Post shall be galvanized steel with an outside diameter of 2.375." All posts are to be installed with a rounded metal post cap.

The contract unit price paid per each for Roadside Sign includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Roadside Sign, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2.14 THERMOPLASTIC PAVEMENT MARKING

Thermoplastic Pavement Markings shall conform to the provisions in Sections 84-1, "General," and 84-2, "Thermoplastic Traffic Stripes and Pavement Markings," of the Standard Specifications and these Special Provisions.

All pavement markings shall conform to City of Chico stencils.

The contract unit price paid per square foot for Thermoplastic Pavement Marking includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in Thermoplastic Pavement Marking, complete in place, as shown on the plans, as specified in the State Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-2.15 REMOVE & REPLACE FENCING IN KIND

Existing 6' tall chain link fencing on the Sierra Nevada Brewery property shall be removed as needed for the contractors construction operations. Minimize fence removal limits to that necessary for the construction operations. Upon completion of the construction operation requiring fence to be removed immediately replace fence. Fence replacement may utilize removed fencing materials only if materials have not been damaged in the Engineer's opinion. Existing posts are set in concrete, new posts will likely be needed depending on contractor's removal technique. Contractor shall replace fence in kind with existing.

The contract lump sum price paid for Remove and Replace Fencing in Kind shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, storing, maintaining, replacing in kind the existing fences shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-2.16 RELOCATE GATE

Existing steel pipe and chain link gate at the existing end of Aztec Drive on the Sierra Nevada Brewery property shall be relocated to near the new end of Aztec Drive to provide lockable access to the storm drainage maintenance road and reinstalled in kind. Relocation shall include all signs and other gate attachments.

The contract lump sum price paid for Relocate Gate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing, storing, maintaining, relocating in kind the existing gate as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

SECTION 10-3 STORM AND SEWER

10-3.01 TRENCH BRACING

Attention is directed to the provisions of the Labor Code of the State of California beginning with Section 6500, and particularly Section 7605, concerning the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches.

Attention is directed to Section 6502 of the Labor Code requiring issuance of a permit. **A copy of any permit issued pursuant to Section 6502 of said Code shall be delivered to the Engineer five days before the commencement of trench excavations 5 feet or more in depth.**

Attention is directed to Union Pacific Railroad "Guidelines for Temporary Shoring" and Cooper E80 Loading Requirements (<http://www.uprr.com/aboutup/operations/specs/shoring/index.shtml>). Prior to commencing work the contractor shall submit for approval by the Engineer detailed plans and calculation indicating the nature and extent of the track protection shoring proposed. For excavations in the A or B zones, shoring plans shall be accompanied by design calculations, signed and stamped by a CA professional engineer. Project is NOT within Railroad Right of Way, all correspondence is to be made with the Engineer and NOT the railroad.

Excavation for any trench five feet or more in depth shall meet all of the requirements of the Construction Safety Orders of the Department of Industrial relations of the State of California.

The Contractor shall be fully responsible for providing, installing and removing an adequate shoring system in accordance with the requirements of the Construction Safety Orders of the Department of Industrial Relations of the State of California and the Labor Code of the State of California, and the Contractor is solely responsible for the safety of the workers and the public.

Shoring systems, hereinafter called shoring, shall consist of adequate sheeting, lagging, cribbing, piling, bracing, jacks, sloping excavations and other operations and equipment involved in protecting workers from the hazard of caving ground during or resulting from trench and other excavations in accordance with the Construction Safety Orders. Insofar as possible, sheeting shall not extend below the bottom of pipe barrel. All sheeting, timbering, lagging, and bracing shall be removed during backfilling in such a manner as to prevent any movement of the ground or damage to the piping or structures, unless otherwise approved or required by the Engineer. When the Engineer requires that sheet piling, lagging, and bracing shall be left in place, such materials shall be cut off where designated and the upper part withdrawn. If steel sheet piling is utilized, it may be withdrawn, compaction to proceed as it is removed.

Excavations five feet or more in depth shall be supported in accordance with the requirements of the Construction Safety Orders or supported in accordance with an approved plan signed and approved by a Civil or Structural Engineer registered in the State of California.

Excavations less than five feet in depth may not be shored unless such excavations are made at hazardous locations or in types of soil where hazardous earth movement may be expected in accordance with the Construction Safety Orders of the State of California.

Shoring for sloping excavations as set forth on Plate C-24-b and Plate C-24-c of the Construction Safety Orders shall not be done except at locations where requested by the Contractor and permitted by the Engineer. Permission to use shoring in accordance with said plates shall not constitute approval of that method of shoring, but shall be approved as to location only.

Not less than ten (10) days before beginning excavations requiring shoring, as specified herein, the Contractor shall designate a responsible supervising employee who shall be responsible for supervising the installation and removal of shoring.

In addition to the shoring requirements set forth herein, it shall be the Contractor's responsibility to provide any and all additional shoring required to support excavations which may fall or subside

from the effects of loads which may exceed those contemplated by the Construction Safety Orders of the Department of Industrial Relations. The Contractor shall be responsible for any damages which may result from his failure to provide adequate shoring to support excavations under any condition of loading which may exist or arise during the construction of the project. Inspection of the performed work by the Engineer, or the approval of the completed work does not imply any approval or acceptance of the safety measures used by the Contractor. The Engineer shall not be responsible for shoring construction or for worker and public safety.

Full compensation for all labor, tools, materials and incidentals involved in shoring excavations shall be considered as included in the price paid for the structure or pipe and no additional compensation will be allowed.

10-3.02 JACKED REINFORCED CONCRETE PIPE

At locations shown on the plans, or specified, reinforced concrete pipe shall be jacked into place between the limits shown, or specified, in accordance with these specifications.

The existing railroad spur where the jacking operations are to occur is a Union Pacific Rail Road (UPRR) industrial spur owned and maintained by Sierra Nevada Brewery (SNB) and shall be protected during jacking operations. Schedule jacking work with SNB to ensure NO train traffic occurs during jacking operations. Note that Sierra Nevada Brewery (SNB) anticipates that the rail spur can be closed down to train traffic for jacking operations for a maximum duration of 3 days.

During jacking operations the contractor is to continuously monitor the elevation and alignment of the railroad track above the jacking location. Should the track movement or loss of ballast exceed 1/4" the contractor is to immediately stop work and notify both BCAG and Sierra Nevada Brewery (SNB). The contractor must immediately submit a corrective plan of action to BCAG & SNB. Approval of the plan by both parties is required prior to authorization to proceed.

The strength of pipe (Class V) designated in the contract item will be determined for in place vertical load only. Additional reinforcement or strength of pipe required to withstand jacking pressure shall be determined and furnished by the Contractor at the Contractor's expense. Contractor is to utilize methods of installation that do not comprise the structural integrity of the pipe and installation.

The pipe shall be straight wall pipe (no bell & spigot), contractor may use either socket end with rubber ring or butt end utilizing a steel jacking band as determined by pipe manufacturer.

Variations from theoretical alignment and grade at the time of completion of jacking shall not exceed one percent of the distance from the jacking point.

The diameter of the excavated hole shall not be more than 1" greater than the outside limits of the pipe. Sluicing or jetting with water will not be permitted. When material tends to cave in from outside these limits, a shield shall be used ahead of the first section of pipe or the face of excavation shall not extend beyond the end of pipe more than 1-1/2 feet, unless permitted by the Engineer. Voids resulting from caving or excavating outside the above limits shall be immediately backfilled with mortar. The 1" maximum void around the outside of the jacked pipe shall be filled with mortar utilizing grout nipples precast in the pipe. Mortar shall be injected and set prior to any train traffic on the track above.

The annular space in the inside joints of the pipe shall be filled with jointing material and finished smooth. The space shall be finished after the entire installation is completed.

The contract price paid per linear foot for jacked reinforced concrete pipe shall include full compensation for furnishing the pipe, excavating, jacking, grouting, continuous track monitoring, furnishing and placing backfill material, constructing jacking pits, shoring, and backfilling and compacting pits after the pipe is jacked, and all incidentals necessary to jack the pipe, complete in place, as specified.

The quantity shown for jacked reinforced concrete pipe in the Contract Pay Items/Bid Price Schedule will be final pay quantity for "jacked reinforced concrete pipe" and shall conform to the provisions of Section 9-1.02C, "Final Pay Item Quantities" of the State Standard Specifications, and no additional compensation will be made therefor.

10-3.03 STORM DRAIN PIPE

The Contractor shall furnish for use as storm drain pipe any of the following types of pipe materials unless otherwise specified in the Plans. Where type of pipe is specified in the Plans, Contractor shall install the class and type of pipe specified in the Plans. Pipe material shall not vary between structures. Existing pipes extending from structures shall be removed if new pipe being installed is of dissimilar material.

Reinforced Concrete Pipe

Reinforced concrete pipe shall conform to the provisions in Section 65, "Concrete Pipe," of the Standard Specifications and these Special Provisions. Reinforced concrete pipe shall be Class IV, unless otherwise shown on the plans.

Polyvinyl Chloride (PVC) and High Density Polyethylene (HDPE) Pipe

PVC or HDPE pipe shall be in accordance with the requirement of Section 64 of the Standard Specifications, except that Type C corrugated polyethylene pipe shall not be allowed.

Smooth interior wall ribbed polyvinyl chloride drain pipe shall meet the requirements for materials and installation of Section 64, "Plastic Pipe," of the Standard Specifications for sizes 18-inch to 48-inch.

Polyvinyl Chloride sewer pipe 10-inch to 15-inch having integral bell and spigot joints, shall conform to ASTM Specification D3034 with a maximum dimensional ratio (DR) of 35. Provision must be made for contraction and expansion at each joint with a rubber ring gasket conforming to ASTM 3212. Fittings and accessories shall be manufactured and furnished by the pipe supplier or approved equal and shall be compatible in all respects with the pipe. Installation shall meet the requirements of ribbed polyvinyl chloride drain pipe of Section 64, "Plastic Pipe", of the Standard Specifications.

Smooth interior Type S corrugated polyethylene pipe or ribbed profile wall polyethylene pipe shall meet the requirements for materials and installation of Section 64, Plastic Pipe of the Standard Specifications for sizes 12 inches through 36 inches.

Pipe Caps

All pipe stubs not ending in a structure shall have a temporary pipe cap installed. Caps shall be of similar material to pipes, soil tight, and fashioned such that their installation and removal will not damage the remaining pipe.

Trench Excavation:

Trench excavation shall conform to the provisions in Section 19-3, "Structure Excavation and backfill", of the Standard Specifications and these Special Provisions. The excavation for storm drain pipe shall not be made further in advance of laying the pipe than is practical to complete the pipe laying and backfill operation each day.

Excavation for Laying Pipe: Pipe shall, unless otherwise directed, be laid in open cut. All trenches shall have vertical sides from the bottom to a point at least six (6) inches above the top of the pipe. Above this point in unstable ground, with the written consent of the Engineer, the trench may be sloped as directed. Trenches shall be six (6) inches minimum, wider on each side, or a total of twelve (12) inches minimum, wider than the exterior diameter of the pipe, exclusive of sockets. In the event that sheeting is required, the width of the trench shall be increased sufficiently to accommodate the sheeting. Sheeting shall not be driven below the invert grade of the pipe unless absolutely necessary due to ground conditions, as sheeting is to be removed in conjunction with the backfilling. If sheeting is driven below the invert grade as required above, it shall remain in place, except that portion two (2) feet above the top of the pipe, which shall be cut off and removed as the backfilling is completed.

When using movable trench support, care shall be exercised not to disturb the pipe locations, jointing or embedment. Any voids left in the embedment material by support removal shall be carefully filled with compacted granular material. Removal of any bracing between sheeting, trench boxes or shields shall only be done where backfilling procedures permit removal without loss of trench support. Any longitudinal movement or disjuncting of pipe which results from movement of trench boxes or shields shall be corrected before additional pipe is placed.

Soil Testing: Should soil conditions such as running water or unstable soils be encountered during trench excavation, the director may require testing in advance of excavation to determine the nature and extent of the conditions. After such determination is made, the Engineer may require modified trenching and embedment procedures, as required by soil conditions.

Preparation of Subgrade: The subgrade for pipe shall be so prepared that the entire length of each section of pipe shall have a firm and uniform bearing except for such distance as is necessary for bell holes and the proper sealing of the pipe joints. Bell holes below the elevations of the pipe subgrade shall not be larger than one-fourth (1/4) of the distance between pipe joints.

Overcut: Excavations shall be carried to the exact depth indicated on the plans or as specified. Should the Contractor, through his or her negligence or other fault, excavate below the designed lines, he or she shall replace such excavation with approved materials at his own expense.

Approval of Excavations: The contractor shall notify the engineer where excavations for structure or pipes are completed, and no concrete shall be deposited or pipes laid until the excavations are approved.

Trench Backfill, Storm Drain:

Trench backfill shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill", of the Standard Specifications and these Special Provisions.

Reinforced Concrete Pipe and Cast In Place Concrete Pipe

Pipe bedding and shading material from the bottom of the trench to the pipe spring line shall be Class 2 aggregate base, 3/4" maximum grading, compacted to a relative compaction of not less than 95%. Pipe bedding shall be 3" in depth minimum & compacted to 95%.

Backfill material, from the pipe spring line to subgrade may consist of trench excavation free from stones and lumps exceeding three (3) inches in greatest dimension, vegetable matter, or other unsatisfactory material. The material shall be compacted to a relative compaction of 90% with the requirements of Section 19-3.03E of the Standard Specifications.

Polyvinyl Chloride and Polyethylene Pipe

Pipe bedding and shading material from the bottom of the trench to a plane one foot above the top of the plastic pipe shall be Class 2 aggregate base, 3/4" maximum grading, compacted to a relative compaction of not less than 90%. Pipe bedding shall be 3" in depth minimum & compacted to 95%.

Backfill material from a plane one foot above the top of the plastic pipe to subgrade may consist of trench excavation free from stones and lumps exceeding three (3) inches in greatest dimension, vegetable matter, or other unsatisfactory material. The material shall be compacted to a relative compaction of 90% with the requirements of Section 19-3.03E of the Standard Specifications.

Disposal of Excess Material: Excess materials which have been excavated from trenches, and which cannot be utilized for backfill, shall be removed in accordance with the Special Conditions.

Compaction: Compaction of backfilled material by ponding or jetting will not be allowed unless specifically authorized by the Engineer.

Quantities of storm drain pipe shall be measured by the lineal foot along the centerline of pipe to the center of the structure. When pipes are cut to conform to the plan lengths, the quantity to be paid for will be the plan length of pipe necessary to be placed.

The contract price paid per lineal foot of storm drain pipe shall include full compensation for furnishing all labor, material, tools, equipment and doing all the work involved in installing pipe, complete in place, including structure excavation and structure backfill, including sawcutting and removal of existing pavement surfacing, and connecting new pipe to existing or new facilities, including concrete collars, pipe caps, concrete tees, or concrete crossing cradles (saddle), and reinforcement, including shoring, and incidentals as shown on the plans, as required by the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-3.04 STORM DRAIN INLETS

Storm Drain Inlets shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

Storm Drain Inlets, frames, grates and coverplates shall be of the dimensions as shown on the City of Chico, Department of Public Works Standards S-7, and modifications to existing inlets as called for on the plans.

Submit Shop drawings for approval for all S-7 Modified, 24"x48" Area Drain, & 18"x18" Area Drain. All inlets shall include the "Drains to Creek Marker" per city Std. S-8.

Modify Existing Storm Drain Inlet shall include the complete plugging of existing outlet as noted including extending a minimum of 2' into the pipe with grout and re-shaping of the existing inlet's bottom with grout to direct storm waters to the new outlet pipe. Where new pipe is shown connecting to existing inlet remove old pipe stub and prepare inlet to receive new pipe. Work to conform to City Std. S-7. Install "drains to creek marker" per City Std. S-8 on Drain Inlet if not already present.

The quantity of Storm Drain Inlets will be measured per each, complete in place.

The contract price paid for each Storm Drain Inlet (S-7 or S-7 Modified, 24"x48" Area Drain, 18"x18" Area Drain, or Modify Existing Storm Drain Inlet) shall include full compensation for furnishing all labor, materials, tools, equipment, frame, grating and coverplate and doing all the work involved in constructing Storm Drain Inlets, including structure excavation and structure backfill, drains to creek markers, formwork, reinforcing steel, concrete placement, and shoring, complete in place, as shown on the plans, as required by the Standard Specifications and these Special Provisions and as directed by the Engineer.

10-3.05 STORM DRAIN OUTFALL

Storm Drain Outfall shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these Special Provisions.

Storm Drain Outfall shall be of the dimensions as shown on the City of Chico, Department of Public Works Standards S-6, and modifications as called for on the plans.

Included in this work is all necessary in stream and stream side construction required to allow for the construction of the outfall including but not limited to, de-watering, stream diversion, environmental consideration, coffer dams, subgrade stabilization, and other requirements of the environmental outfall permits. See 10-1.09 "Environmental Stewardship" for requirements.

The contract price paid for each Storm Drain Outfall (S-6 Modified) shall include full compensation for furnishing all labor, materials, tools, equipment, flap gate and doing all the work involved in constructing Storm Drain Outfall, including structure excavation and structure backfill, formwork, reinforcing steel, concrete placement, and shoring, complete in place, as shown on the plans, as required by the Standard Specifications and these Special Provisions and as directed by the Engineer.

10-3.06 VEGETATED ROCK SLOPE PROTECTION

Slope protection shall conform to the provisions in Section 72, "Slope Protection," of the Standard Specifications and these Special Provisions.

Vegetated Rock slope protection ¼ Ton, Method B placement shall be placed as shown on the plans and as directed by the Engineer. Rock slope protection fabric per section 72-2.02B is required.

Vegetated Rock slope protection ¼ Ton, Method B placement, shall conform to Section 72-2, "Rock Slope Protection", of the Standard Specifications except that quantities of earthwork, rock

slope protection fabric, and planting required in placing vegetated rock slope protection will be considered as included in the contract price paid for rock slope protection and no separate payment will be made.

Live willow stakes shall be set at a rate of 2 stakes per square yard in crevices in the rock slope protection. Ensure a burial depth in soil of approximately 75% of the stake length (2' minimum soil embedment). Use metal bar to create pilot hole if stake depth is difficult to achieve. Willow species to be either sandbar willow or arroyo willow and collected locally. Stakes and plantings shall conform to the requirements of the environmental permitting.

The contract price paid per cubic yard for vegetated rock slope protection ¼ Ton, Method B placement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the rock slope protection, complete in place, including excavation, rock slope protection fabric, and planting as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-3.07 SEWER AND STORM DRAIN MANHOLES

Construction of sewer and storm drain manholes shall conform to the provisions in Section 70, "Miscellaneous Facilities" of the Standard Specifications and these Special Provisions.

Materials

Precast Concrete Manhole Sections: All precast sections, including riser sections, cones, grade rings, and flat slab tops, shall conform to ASTM C478, and the dimensions as shown on City of Chico, Department of Public Works, Standards S-10 and S-11. Grade rings shall be a standard product, manufactured particularly for use in manhole construction, sized to fit the cones on which they are to be placed, and the wall thickness shall not be less than that of the cones. Grade rings shall be not less than 2 inches, nor more than 6 inches high. All precast components shall have tongue and groove ends.

Manhole Frames and Covers: Principal dimensions shall be as shown on City of Chico, Department of Public Works, Standard S-14. Iron castings shall conform to ASTM A48, Class 30. Castings shall be of consistently high quality, and shall be free of material and manufacturing defects. Following cleanup and final machining, an asphaltic paint or similar protective coating shall be applied.

Covers shall have at least one blind pick hole or recessed lifting lug. Horizontal bearing surfaces shall be machined to smooth, plane surfaces providing for full contact between the frame and cover.

The approximate weight of the frame and cover shall be 276 pounds.

Miscellaneous:

Joint Sealing Compound Components shall be RAM-NEK primer and joint sealing compound, KENT-SEAL primer and joint sealant, or approved equal.

Manhole Water Stops shall be installed on PVC sewer pipe with stainless steel bands and rubber stops to make a watertight seal between the pipe wall and the concrete manhole base.

All manholes installed on existing sanitary sewers shall maintain uniformity of conduit inside diameter and material type throughout.

Mortar shall be proportioned with one part Portland Cement in two parts clean, well-graded sand which will pass a 1/8-inch screen. Admixtures may be used not exceeding the following percentages of weight of cement: Hydrated lime, 10 percent; diatomaceous earth or other inert materials, 5 percent. Consistency of mortar shall be such that it will readily adhere to the surfaces. Mortar mixed for longer than 30 minutes shall not be used.

Workmanship

General Construction: Manholes shall be constructed only when the temperature is above 32 degrees Fahrenheit. All work shall be protected against freezing. Water shall be removed from the excavation and the excavation maintained "dry" during construction of the manhole and during the time required for the concrete or mortar to develop sufficient strength to resist rupture by groundwater pressure.

The subgrade for the manhole base shall be carefully prepared to provide a firm support for the manhole, and prevent future settlement of the manhole. Particular care shall be taken with deep manholes and manholes located in wet locations.

Manhole inverts shall be formed as shown on the Standard Details, either by laying pipe through and cutting out the top portion before completion of the base of the manhole, or by forming a "U" shaped channel in the concrete base slab. Cut edges of pipe laid through the manhole shall be fully covered by concrete when the manhole invert is complete. The finished invert shall be smooth and true to grade. No mortar or broken pieces of pipe shall be allowed to enter the sewer pipe.

A groove shaped to match the tongue of the first precast concrete riser section of the manhole shall be formed in the base slab. A circular metal form suited to the particular precast manhole manufacturer's joint shall be used to form the groove.

Except as specified herein, all precast manhole sections shall be set in joint sealing compound. Joint sealing compound components shall be applied in the field. One brush coat of primer shall be applied to the tongue and groove surfaces to be sealed, then the preformed strip of sealing compound shall be pressed firmly to the dry, clean, primed joint surface (groove portion). Precast sections shall be set evenly in a full bed of sealing compound. After the precast sections have been placed, the interior joint surface shall be trimmed smooth with a trowel or sharp tool to remove any excess joint compound projecting into the manhole. Grade rings may be set with mortar if necessary for adjustment of the final cover elevation. Mortar joints shall not be more than 3/4-inch thick. Excess mortar shall be trimmed flush. The outside of each mortar joint shall be sealed with an approved bituminous sealing compound.

Installation of Frames and Covers in Roadways: Roadways are defined as the paved part of all roads, driveways, and parking areas, public or private, and in addition, the unpaved shoulders of public roads. Concrete collars shall be installed around frames of all manholes. Installation shall be as shown on the City Standard Plan No. S-13. Portland Cement Concrete shall be primed with an asphalt emulsion before it is overlaid with asphalt concrete.

After completion of the manhole, all plugs shall be completely removed from the sewers and all loose material shall be removed from the manhole.

Sewer and Storm Drain manholes shall be measured per each.

The contract price paid for each manhole constructed shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and doing all the work involved in constructing manholes, complete in place, including structure excavation, shoring, and structure backfill, and setting the manhole frame and cover to finish grade, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

10-3.08 SANITARY SEWERS

The work done under this section shall consist of all areas of sanitary sewer construction for main line and service laterals including pipe, fittings, laying of pipe, excavation, and backfill. All work shall be done in accordance with the contract plans and the following specifications.

Materials:

Polyvinyl Chloride (PVC) Sewer Pipe sizes 4 inch through 15 inch shall be integral bell and spigot pipe conforming to ASTM Specification D3034, with a maximum dimensional ratio (DR) of 35. Provision must be made for contraction and expansion at each joint with a rubber ring gasket conforming to ASTM D3212.

Fittings and accessories shall be as manufactured and furnished by the pipe supplier, or approved equal, and shall have bell and/or spigot configurations compatible with that of the pipe.

Pipe Caps: All pipe stubs not ending in a structure shall have a temporary pipe cap installed. Caps shall be of similar material to pipes, water tight gasketed cap, and fashioned such that their installation and removal will not damage the remaining pipe.

Trench Excavation:

Trench excavation shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill", of the Standard Specifications and these Special Provisions. The excavation for sewer pipe shall not be made further in advance of laying the pipe than is practical to complete the pipe laying and backfill operation each day.

Excavation for Laying Pipe: Pipe shall, unless otherwise directed, be laid in open cut. All trenches shall have vertical sides from the bottom to a point at least six (6) inches above the top of the pipe. Above this point in unstable ground, with the written consent of the Engineer, the trench may be sloped as directed. Trenches shall be six (6) inches minimum, wider on each side, or a total of twelve (12) inches minimum, wider than the exterior diameter of the pipe, exclusive of sockets. In the event that sheeting is required, the width of the trench shall be increased sufficiently to accommodate the sheeting. Sheeting shall not be driven below the invert grade of the pipe unless absolutely necessary due to ground conditions, as sheeting is to be removed in conjunction with the backfilling. If sheeting is driven below the invert grade as required above, it shall remain in place, except that portion two (2) feet above the top of the pipe, which shall be cut off and removed as the backfilling is completed.

When using movable trench support, care shall be exercised not to disturb the pipe locations, jointing or embedment. Any voids left in the embedment material by support removal shall be carefully filled with compacted granular material. Removal of any bracing between sheeting, trench boxes or shields shall only be done where backfilling procedures permit removal without

loss of trench support. Any longitudinal movement or disjuncting of pipe which results from movement of trench boxes or shields shall be corrected before additional pipe is placed.

Soil Testing: Should soil conditions such as running water or unstable soils be encountered during trench excavation, the Director may require testing in advance of excavation to determine the nature and extent of the conditions. After such determination is made, the Director may require modified trenching and embedment procedures, as required by soil conditions.

Preparation of Subgrade: After excavating the trench to a grade at least 4 inches below the pipe barrel elevation carefully place and compact sand bedding material the full width of the trench to provide uniform support along the entire length of pipe to be installed. Care shall be taken to ensure that the pipe grade is maintained. The subgrade for pipe shall be so prepared that the entire length of each section of pipe shall have a firm and uniform bearing except for such distance as is necessary for bell holes and the proper sealing of the pipe joints. Bell holes below the elevations of the pipe subgrade shall not be larger than one-fourth (1/4) of the distance between pipe joints.

Overcut: Excavations shall be carried to the exact depth indicated on the plans or as specified. Should the contractor, through his or her negligence or other fault, excavate below the designed lines, he or she shall replace such excavation with approved materials at his own expense.

Approval of Excavations: The contractor shall notify the Engineer where excavations for structure or pipes are completed, and no concrete shall be deposited or pipes laid until the excavations are approved.

Laying Sewer Pipe

Each sewer pipe shall be laid uphill in perfect conformity with the lines and grades as established by the Contractor from control points shown on the plans.

The grade line of the pipe shall be obtained by use of a construction laser. The contractor shall at all times have available one competent person, whose duty it shall be to set and maintain the laser to ensure the accuracy of the sewer pipe grade and alignment.

After the trench for pipe sewers has been brought to the proper line and grade in the manner above specified, the pipe shall be laid therein in the following manner:

Before any pipe is put in place, the trench bottom shall be prepared so that each pipe shall have a firm and uniform bearing over its entire length. All adjustment to line and grade must be made by scraping away the earth or rock under the body of the pipe as herein specified, and not by wedging or blocking up any portion of the pipe.

Bell holes shall be excavated in subgrade and made as small as possible, still permitting unobstructed placing of the jointing material and joint runner and not allowing foreign material to enter the joint. The length of the bell hole shall not exceed one-fourth (1/4) the length of the pipe.

The pipe shall be lowered into place in the trench in a manner that will insure that the pipe remains clean and undamaged. The pipe shall not be lowered by sliding it down the side of the trench.

All pipe shall be fitted together and matched while being laid so that when joined, the invert forms a true straight line. The bends of the pipe shall be brought in contact with each other.

If water is encountered in the trench, it shall be kept below the bottom of the bell of the unjoined pipe, and not allowed to come in contact with any part of the pipe forming the joint until after the joint is completely filled with the specified jointing compound. Should the water, through neglect or otherwise, raise in the trench and enter the annular space in the pipe before the jointing operation is completed, the annular space in all pipe so affected shall be freed of all water and foreign matter and thoroughly cleaned, before completing the jointing operation.

Line and grade shall be checked continuously by means of the laser beam.

Manhole Connections

Sewer pipe shall be connected to manhole bases in a manner which will provide a watertight seal. With polyvinyl chloride sewers, special adapters with resilient seals or waterstops shall be installed in manhole bases to provide a flexible, watertight connection.

Trench Backfill

Trench backfill shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill" of the Standard Specifications, and these Special Provisions unless otherwise shown on the plans.

Pipe bedding and shading material, from the bottom of the trench to a depth twelve (12) inches above the top of the pipe, shall be clean sand with a maximum particle size 1/4-inch and minimum of 70% passing a No. 20 screen or graded sand and gravel, with a maximum particle size of 3/4-inch, conforming to the gradation requirements for Class 2 aggregate base contained in Section 26 of the State Standard Specifications.

Bedding and shading materials shall be compacted by mechanical methods in conformance with the provisions of Section 19-3.03E of the Standard Specifications to a relative compaction of 95%. No ponding or jetting shall be permitted.

Backfill material, from the top of the shading material of the trench to the subgrade may consist of trench excavation free from stones and lumps exceeding three (3) inches in greatest dimension, vegetable matter, or other unsatisfactory material. The material shall be compacted to a 95% relative compaction with the requirements of Section 19-3.03E of the Standard Specifications.

The maintaining of a clean and dry joint during construction is essential in order that leakage may be eliminated in the completed sewer. Toward that end, the provisions of these improvement standards shall be rigidly adhered to in order to secure sewers free from leakage.

Whenever the work ceases for any reason, the unfinished end of the sewer shall be sufficiently closed to prevent the entry of dirt, trash, or water.

The interior of the sewer shall be kept free from all dirt and foreign material as the work progresses, and left clean at its completion.

Cleaning Sewers

After installation the pipe shall be cleaned in the following manner:

The Contractor shall furnish an inflatable rubber ball of a size that will inflate to fit snugly into the pipe. The ball may, at the option of the Contractor, be used without a tag line; or a rope or cord

may be fastened to the ball to enable the Contractor to know and control its position at all times. The ball shall be placed in the last cleanout or manhole on the pipe to be cleaned, and water shall be introduced behind it. The ball shall pass through the pipe with only the force of the water impelling it. All debris flushed out ahead of the ball shall be removed at the first manhole where its presence is noted. In the event cemented or wedged debris, or a damaged pipe shall stop the ball, the Contractor shall remove the obstruction.

Testing

Tests for watertightness shall be made by the Contractor in the presence of the City. The Contractor shall furnish all labor, tools, materials, and equipment required to make the tests. No testing for final acceptance of pipe will be done until the trench has been fully backfilled and acceptably compacted to finish grade, or if the sewer is under pavement, to the pavement subgrade.

All sections of pipe shall be tested, and tests shall be made from manhole to manhole.

Where leakage is in excess of the specified rate, the sewer shall immediately be uncovered and the amount of leakage reduced by the Contractor to a quantity within the specified rate before the sewer is accepted. In addition, the Contractor shall repair all visible leaks.

The City will determine whether the test is to be by exfiltration or by infiltration. In most instances an exfiltration test will be required. Exfiltration tests shall be made with air except where the use of water is approved by the Engineer.

Exfiltration Test:

Air Testing: An air test shall be performed, following cleaning of the pipe, as follows: PVC pipe shall be pressurized to 4.0 PSI greater than the average pressure of any groundwater which may submerge the pipe. At least two (2) minutes shall be allowed for pressure stabilization. The rate of air loss shall then be determined by measuring the time interval required for the internal pressure to decrease from 3.00 to 2.5 PSI above the average pressure of any groundwater submerging the pipe. The pipeline shall be considered acceptable when the pressure drop described above occurs over a time period of at least (36.3 seconds) X (pipe diameter in inches).

Water Test: A water test shall be performed by filling the upper manhole with water to a depth of at least 3 feet over the top of the pipe or groundwater level, whichever is higher, with the end plugged at the lower manhole. The rate of leakage shall be determined by measuring the amount of water required to maintain the water level in the upper manhole. The test shall be maintained for a period of at least 2 hours. The Engineer may, at his discretion, require a longer test period. Leakage shall not be in excess of the rate of 10 gallons per inch of pipe diameter per 1,000 feet of pipe per day.

Infiltration Test: In the event that sufficient groundwater is present, an infiltration test may be made. In this case, the pipe shall be tested for watertightness by installing plugs at the upper end of the pipe and at the lower end on the exit side of a manhole. The rate of leakage will be determined by periodically removing and measuring the water accumulated at the lower manhole. Leakage shall not be in excess of the rate specified for water testing by exfiltration.

Pipe Deflection Testing: If flexible pipe material is used, the pipe installation shall be tested for excessive deflection after all backfill has been placed and the line has been cleaned.

A rigid mandrel having an outside diameter of 95% of the "average inside diameter" of the pipe, as defined in ASTM D 3034 shall be pulled through the pipeline. The minimum length of the circular portion of the mandrel shall be equal to the nominal diameter of the pipe. If the mandrel does not pass freely through the pipe, the pipe shall be re-excavated, bedded and backfilled to adequately support the pipe and reduce the pipe deflection to 5% or less of the average inside diameter of the pipe. The pipeline shall then be retested for both deflection and watertightness.

Should tests performed by the City of Chico, within one year of the original testing and acceptance, show deflection in excess of 7.5%, of the average internal diameter, the Contractor shall re-excavate, bed and backfill the pipe to provide adequate support and reduce the deflection to 5% or less. The pipeline shall be retested for deflection.

Final tests of sewers shall be made by the contractor under the direction of the engineer.

All tools, materials and appurtenances required for testing the sewers as specified shall be furnished by the contractor.

Unsatisfactory conditions shall be required to be corrected prior to acceptance of the project by the Engineer.

Noncompliance with plans and specifications, excessive leakage by infiltration or exfiltration, or similar causes shall be basis of nonacceptance.

Quantities of sanitary sewer pipe and sanitary sewer lateral pipe shall be measured by the lineal foot along the centerline of pipe to inside face of structure. When pipes are cut to fit a structure or slope, the quantity to be paid for will be the length of pipe necessary to be placed.

The contract price paid per lineal foot of sewer pipe or sanitary sewer lateral pipe shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing sanitary sewers, excavation, backfill, capping open ends of pipe, joining of pipe to other pipe or structure, including concrete collars, pipe caps, concrete tees, or concrete pipe crossing cradles, and reinforcement, shaping bottoms of existing and new manholes, cleaning and testing of sewer line, placing manhole stubs, furnishing and placing wyes and tees, and all other incidental work and material required to construct the sewer, complete in place, including shoring, and incidentals as shown on the plans, and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 10-4 WATER, JOINT TRENCH, & LIGHTING

10-4.01 WATER SYSTEM

The work performed in connection with Water System shall conform to the plans and specifications of the local water service provider, California Water Service Company (Cal Water). Cal Water has prepared construction documents specifically for this project and will be providing tie in to mains and inspection of the installation. The contractor is to complete the installation following all Cal Water requirements.

COST BREAK DOWN. The Contractor shall furnish the Engineer a cost break down for the contract lump sum items of Water System. A cost break down table shall be submitted to the Engineer for approval within 15 working days after the contract has been approved. Cost break

down tables will be approved, in writing, by the Engineer before any partial payment will be made for the applicable items of Water System involved.

Cost break downs shall be completed and furnished in the format shown in the samples of the cost break downs included in this section. Line item descriptions of work shown in the samples are the minimum to be submitted. Additional line item descriptions of work may be designated by the Contractor. If the Contractor elects to designate additional line item descriptions of work, the quantity, value and amount for those line items shall be completed in the same manner as for the unit descriptions shown in the samples. The line items and quantities given in the samples are to show the manner of preparing the cost break downs to be furnished by the Contractor. The Contractor shall determine the quantities required to complete the work shown on the plans. The quantities and their values shall be included in the cost break downs submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break down table for water system work shall be equal to the contract lump sum price bid for water system, respectively. Overhead and profit shall be included in each individual line item of work listed in a cost break down table.

No adjustment in compensation will be made in the contract lump sum prices paid for water system due to differences between the quantities shown in the cost break downs furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

Individual line item values in the approved cost break down tables will be used to determine partial payments during the progress of the work and as the basis for calculating an adjustment in compensation for the contract lump sum items of water system due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid for water system by more than 25 percent, the adjustment in compensation for the applicable lump sum item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications.

SAMPLE COST BREAK-DOWN

<u>UNIT DESCRIPTION</u>	<u>UNIT</u>	<u>APPROXIMATE QUANTITY</u>	<u>VALUE</u>	<u>AMOUNT</u>
8" C-900 WATER LINE				
6" DUCTILE IRON WATER LINE				
FIRE HYDRANT ASSEMBLY				
CL&C DOUBLE OFFSETS				
8" VALVE				
6" VALVE				
BLOW OFF ASSMEBLY				

The contract lump sum price paid for Water System includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in Water System, including trenching, backfilling, hydrant pavement markers, and incidentals, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

10-4.02 JOINT UTILITY TRENCH SCHEDULING

PG&E Joint Utility Trench design documents have not been completed at time of bidding. The contractor will NOT be providing a construction cost for this work. Contractor is to review the plan titled “Joint Trench Scheduling Concept” and utilize the plan to account for general construction scheduling for the project.

The final joint trench design scope may be installed by Section 9-1.04 “Force Account” or a separate prime contractor working directly for the Owner or directly by PG&E construction forces. Should others be contracted to complete this work the Contractor shall cooperate and coordinate fully with the others to schedule that scope of work as though it is their own and ensure the entire scope is completed within the contract duration.

Full compensation for furnishing all labor, tools, equipment, material and incidentals and for doing all the work involved with conforming to the requirements of this section shall be considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

10-4.03 LED STREET LIGHTING

LED Street Lighting shall conform to the provisions in Section 86, "Electrical Systems", of the Standard Specifications and these Special Provisions.

LED Street Lighting shall include the installation of foundations, light poles, mast arms, Light emitting diode (LED), installation of conduit, conductors, pull boxes and all other appurtenant work to complete the job as shown on the plans and as directed by the Engineer.

LED Street Lighting luminaires shall be Beta LEDway® model # STR-LWY-3M-HT-03-D-UL-SV-525-R-UTL. City standard, no substitutions allowed.

LED Street Light 30 ft. poles, 6' ft. mast arms, and base covers shall conform to City if Chico Standard Plan No. SL-1 LED.

Reflective labels for LED Street Lighting: Labels for LED Street Lighting poles and lamps assemblies shall follow PG&E's standard for labeling, “IDENTIFICATION OF STREETLIGHT LUMINARES”.

Luminaires: Luminaires shall be full cutoff type with integral ballast assembly receptacle for photoelectric control cells. All connection from the LED driver assembly shall be made with a single multi-circuit connector or individual color-coded NEMA tab connector. Field connections to the luminaire shall terminate on a barrier type terminal block secured to the housing.

Poles and Mast Arms: LED Street Lighting poles shall be supplied by Contractor in accordance with the plans and Special Provisions.

Foundations: Portland cement concrete shall conform to Section 90-2, "Minor Concrete", of the Standard Specifications and shall contain not less than 564 pounds of cement per cubic yard. Foundations shall be constructed in accordance with the Standard Specifications and these Special Provisions.

Conduit: The first paragraph in Section 86-2.05B, "Use," of the Standard Specifications is amended to read:

Conduit to be installed on the surface of poles or structures or other exposed locations shall be the rigid metal type. Exposed conduit installed on a painted structure shall be painted the same color as the structure.

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, concrete-tight split coupling or concrete-tight set screw coupling shall be used.

Insulated bonding bushings will be required on metal conduit.

Conduit runs shall be located where shown on the plans by trenching as provided below. All pull boxes shall be located behind the curb within the sidewalk or at the locations shown on the plans. When located outside of sidewalk areas construct the concrete collar as required by plans.

Where shown in or immediately adjacent to joint trench the street light conduits shall be located in the joint utility trench. **Costs for trench excavation & backfill shall be paid under joint trench.** Installation of conduit and conductor is required under the LED Street Lighting item.

Unless otherwise specified on the plans, when rigid non-metallic conduit is placed in a trench (not under pavement) it shall be not less than 18 inches below grade in portland cement concrete sidewalk areas and 30 inches below finish grade in all other areas. Excavations shall be backfilled in conformance with the provisions in Section 19-3, "Structure Excavation and Backfill" of the Standard Specifications.

After conductors have been installed, the ends of conduits terminating in pull boxes and controller cabinets shall be sealed with an approved type of sealing compound.

In the event that trenching is done in driveways, curbs, sidewalks, or in the parkway, all landscaping and other affected ground cover and asphalt and concrete surfaces are to be replaced and restored to their original condition.

Pull Boxes shall be concrete No. 5 pull box as per the plans and Standard Specifications and State Standard Plan ES-8. Grout in the bottom of pull boxes will be required. Recesses for suspension of ballasts will not be required.

Conductors and Wiring: The Contractor shall leave approximately two feet of conductors coiled and exposed for each conduit run in each pull box.

Conductors shall be spliced by the use of "C" shaped compression connectors as shown on the Standard Plans (ES-13A).

Insulation Method shall be Method B.

Fused Splice Connections: Splice connector fuse current ratings shall be shown on Standard Plan ES-13B except the minimum current rating shall be 5 amperes.

A fused splice connection shall be made at each street light.

Service: The Contractor shall arrange with the serving utility to complete service connections for both temporary and permanent installations and BCAG will pay all costs and fees required by the utility.

Functional Testing: Functional Testing shall conform to the provisions in Section 86-2.14C, "Functional Testing," of the Standard Specifications and these Special Provisions.

Except for new or modified lighting circuits, the BCAG will maintain the system or systems during the test period and will pay the cost of electrical energy for the operation of all of the facilities that are undergoing testing. The cost of any necessary maintenance performed by BCAG, except electrical energy, shall be at the Contractor's expense and will be deducted from any moneys due, or to become due the Contractor.

The functional test for each lighting system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous, satisfactory operation is obtained.

COST BREAK DOWN. The Contractor shall furnish the Engineer a cost break down for the contract lump sum items of LED Street Lighting. A cost break down table shall be submitted to the Engineer for approval within 15 working days after the contract has been approved. Cost break down tables will be approved, in writing, by the Engineer before any partial payment will be made for the applicable items of LED Street Lighting involved.

Cost break downs shall be completed and furnished in the format shown in the samples of the cost break downs included in this section. Line item descriptions of work shown in the samples are the minimum to be submitted. Additional line item descriptions of work may be designated by the Contractor. If the Contractor elects to designate additional line item descriptions of work, the quantity, value and amount for those line items shall be completed in the same manner as for the unit descriptions shown in the samples. The line items and quantities given in the samples are to show the manner of preparing the cost break downs to be furnished by the Contractor. The Contractor shall determine the quantities required to complete the work shown on the plans. The quantities and their values shall be included in the cost break downs submitted to the Engineer for approval. The Contractor shall be responsible for the accuracy of the quantities and values used in the cost break downs submitted for approval.

The sum of the amounts for the line items of work listed in each cost break down table for LED Street Lighting work shall be equal to the contract lump sum price bid for LED Street Lighting, respectively. Overhead and profit shall be included in each individual line item of work listed in a cost break down table.

No adjustment in compensation will be made in the contract lump sum prices paid for LED Street Lighting due to differences between the quantities shown in the cost break downs furnished by the Contractor and the quantities required to complete the work as shown on the plans and as specified in these special provisions.

Individual line item values in the approved cost break down tables will be used to determine partial payments during the progress of the work and as the basis for calculating an adjustment in compensation for the contract lump sum items of LED Street Lighting due to changes in line items of work ordered by the Engineer. When the total of ordered changes to line items of work increases or decreases the lump sum price bid for LED Street Lighting by more than 25 percent, the adjustment in compensation for the applicable lump sum item will be determined in the same manner specified for increases and decreases in the total pay quantity of an item of work in Section 9-1.06, "Changed Quantity Payment Adjustments," of the Standard Specifications.

SAMPLE COST BREAK-DOWN

<u>UNIT DESCRIPTION</u>	<u>UNIT</u>	<u>APPROXIMATE QUANTITY</u>	<u>VALUE</u>	<u>AMOUNT</u>
SL-1 LED STREET LIGHT				
SL-1 LED PULL BOX				
CONDUIT (IN JOINT TRENCH)				
CONDUIT (NOT IN JOINT TRENCH)				
CONDUCTOR				

TOTAL

The contract lump sum price paid for LED Street Lighting includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in LED Street Lighting, including trenching and backfilling (when outside of joint trench), installing street light foundations, poles, mast arms, luminaires, ballasts, photoelectric controls, fused splices, appurtenant conduit between the street light and adjacent pull box, and all conductors extended from the pull box to the street light and internal to the street light pole, hook-up to existing service to provide for operation of the lighting system, installing conductor(s), including extra conductor lengths required in pull boxes, functional testing, and incidentals, as shown on the plans, as specified in the Standard Specifications, these special provisions, and as directed by the Engineer.

END SECTION 10