

SPECIAL PROVISIONS

UVAS ROAD PAVEMENT REHABILITATION PROJECT FROM LITTLE UVAS ROAD TO WATSONVILLE ROAD

FEDERAL PROJECT NUMBER: *STPL-5937(219)*

COUNTY STANDARD SPECIFICATIONS : MAY 2000

STATE STANDARD SPECIFICATIONS: 2015

BID OPENING DATE : *APRIL 16, 2020*

<http://www.sccgov.org/portal/site/rda/>



County of Santa Clara
Roads and Airports Department

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SECTION 100 - NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received by the Clerk of the Board of Supervisors of the County of Santa Clara, State of California in the Office of the Clerk of the Board of Supervisors, County Government Center, 10th Floor, East Wing, 70 West Hedding Street, San Jose, California

95110, up to 2:00 p.m. on the day of April 16, 2020 for the Project _____

Uvas Road Pavement Rehabilitation Project From Little Uvas Road To Watsonville Road

Federal Project Number: STPL-5937(219)

The Work consists of ***pavement dig-out, repair and resurfacing. It covers traffic control system, mobilization, clearing & grubbing, roadway excavation for pavement repair, cracksealing, cold plane asphalt concrete conform, Hot Mix Asphalt (HMA) Type A for repair and overlay, adjust existing manhole/monument, thermoplastic pavement marking/stripping, roadside signs, delineators and shoulder backing***

100-01 TIME OF COMPLETION

The time limit for the completion of Work is 60 working days commencing on the first charged day, which will be approximately 25-30 days following the Notice of Award by the County of Santa Clara.

Liquidated damages shall be assessed in the amount of \$ 1,500 for each calendar day the Work remains incomplete beyond the time limit for completion.

Owner may withhold said liquidated damages from payments as such damages accrue, or, at Owner's discretion, withhold liquidated damages from any payments due or that may become due under the Contract, including retention and final payment (pursuant to California Government Code §53069.85).

This project may be subject to periodic winter shut down or delayed start due to storm water issues. If this occurs it shall be at no financial cost to the County. The charging of working days may be suspended during such shutdowns except on those days work on the "controlling items of work" are performed. (See CSS Section 8.05 for additional information)

100-02 BID PLANS AND SPECIAL PROVISIONS

Bid Plans and Special Provisions may be obtained from BidSync, <https://prod.bidsync.com/>.

100-03 PROJECT ENGINEER

A Bidder may discuss these Bid Plans and Special Provisions with the County of Santa Clara in accordance with Section 2.04 "Interpretation of Documents Prior to Bidding" of the County of Santa Clara Roads & Airports Department Standard Specifications. The Project Engineer for this Project is ***Paul Pascoal***

100-04 CONTRACTOR LICENSE

The Contractor shall possess either a Class A License or a combination of the following licenses: Class _____

If a Bidder does not possess the required Contractor License(s) at the time the Bid is submitted (per Business and Professions Code §7028.15), the Bid shall be considered non-responsive and shall be rejected by the Owner. The Owner may enforce the required forfeiture of the Bidder's Bond.

The Bidder and any Subcontractors must be licensed by the Contractors State License Board of the State of California, and contractor and subcontractor information as shown on Bid Forms 2A and 2B shall be supplied in accordance with Public Contract Code Section 4104.

100-04.5 STATE DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

No contractor or subcontractor may perform work on the Project without being registered with the Department of Industrial Relations (DIR). Contractor shall maintain its registration with the DIR throughout the course of the Work. Contractor is responsible for verifying that each Subcontractor, including any Subcontractor not listed on the bid proposal for the Project, is registered with DIR at the time the Subcontractor performs work on the Project. If any Subcontractor is not registered at the time the Subcontractor is to commence work, Contractor shall require Subcontractor to register and may not permit the Subcontractor to commence work until the Subcontractor's registration is complete.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Failure of contractor to timely supply missing information shall be cause for rejection of bid

100-05 DISADVANTAGED BUSINESS ENTERPRISE

The County of Santa Clara has established the following goal for Disadvantaged Business Enterprises (DBE) participation for this Project:

DBE Goal: 16 Percent.

This Project is subject to Title 49 Code of Federal Regulations Part 26.13(b). Bidders' attention is directed to Section 106-01 – Disadvantaged Business Enterprise Contract Provisions, of these Special Provisions.

Bidders are notified that all firms the Bidder intends to use and count toward the DBE participation goal must be certified as DBE by the California Unified Certification Program (CUCP). It is the Bidder's responsibility to verify that the DBE firms are certified DBE up to the date of Bid Opening.

Listings of CUCP-certified DBEs are available from the Caltrans' Civil Rights website at http://www.dot.ca.gov/hq/bep/find_certified.htm.

Bidders are also encouraged to call the Equal Opportunity Office for assistance in DBE participation at (408) 299-5865.

A BID WHICH DOES NOT ACHIEVE THE SPECIFIED CONTRACT GOAL AND DOES NOT DEMONSTRATE SUFFICIENT GOOD FAITH EFFORTS TO MEET THE GOAL SHALL BE DEEMED "NON-RESPONSIVE" AND INELIGIBLE FOR AWARD.

100-06 PRE-BID OPENING CONFERENCE

A Pre-Bid Opening conference will be held on: April 7, 2020 at 10:00 am

in Room no. 101 of the County of Santa Clara Roads & Airports Department at 101 Skyport Drive, San Jose, California 95110. Representatives of the County will be present to discuss:

- Disadvantaged business enterprises program;
- Equal employment opportunity requirements;
- Coordination of Work to be performed; and
- Pertinent Contract requirements and Bid Forms.

Bidders should have fully inspected the Project site in all particulars and become thoroughly familiar with the terms and conditions of the Bid Plans and Special Provisions and local conditions affecting the performance and costs of the Work prior to this conference. Bids are required for the entire Work described herein. This Contract is subject to the State Contract nondiscrimination and compliance requirements.

100-07 BID SUBMITTAL

- Bidder's original signature(s) must appear on all Bid Forms and on the original Bidder's Bond.
- Bidder's Bond: Each Bid must be accompanied by a Bidder's Bond, cash, or a certified cashier's check, in the sum of not less than 10% of the total aggregate of the Bid, including all additives and/or all alternate bid items. The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond. The check or bond shall be made payable to the order of the County of Santa Clara.
- Bid Forms must be completed in ink, completely filled out, and submitted on the forms furnished as part of the Bid Documents. Faxed Bids or alteration to any Bid Form will not be considered by Owner. If the Bid amount or other material information is changed, the change must be initialed.
- All Bids must be addressed to the President of the County of Santa Clara Board of Supervisors, and shall bear the title or name of the project as it appears on the Bid Documents.
- All Bids mailed or express delivered shall be in a sealed envelope inside the mailing envelope. The outside of both the outer mailing envelope and the inner sealed envelope shall be clearly printed "BID PROPOSAL – DO NOT OPEN" in large letters on the front and back.

100-08 BID OPENING

Bids will be publicly opened and read by the Clerk of the Board of Supervisors at the time and place indicated above. A report of the results will be made by the Clerk of the Board of Supervisors at a publicly noticed regular or special meeting of the Board of Supervisors. The anticipated date of the meeting will be announced at the Bid opening.

100-09 BID RIGGING

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

100-10 BID ACCEPTANCE/REJECTION

The acceptance of Bid for award is subject to approval by the County of Santa Clara Board of Supervisors. The County of Santa Clara Board of Supervisors reserves the right to reject any and/or all Bids and to waive any minor irregularities or discrepancies in the Bids.

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

All other factors being equal, a tie Bid will be determined by the flip of a coin in the presence of Bidders and witnesses.

All Bids greater than the Reasonable Bid Amount may be subject to rejection by the Board of Supervisors. The Reasonable Bid Amount is comprised of the engineer's estimate plus a ten (10) percent allowance factor.

100-11 SUBSTITUTIONS

Contractor may offer any material, process, article, or equipment that is substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process, article, or equipment offered by Contractor is not, in the opinion of the Owner's Authorized Representative, substantially equal or better in respect to that specified, then Contractor must furnish that material, process, article, or equipment specified or one that in the opinion of the Owner's Authorized Representative is substantially equal or better in every respect.

Proposals for alternative material(s), process, article(s), or equipment must be submitted in writing during a period starting with the Notice to Proceed and ending 35 days later, in accordance with the requirements of Section 6.09 "Trade Names and Alternatives" of the County of Santa Clara Roads and Airports Department Standard Specifications amended as stated in Section 107 of these Special Provisions.

100-12 BONDS AND INSURANCE

The successful Bidder shall deliver signed Payment Bond, Performance Bond, Certificates of Insurance and Special Endorsements to the Clerk of the Board of Supervisors for approval before Owner will issue a Notice to Proceed with the Work. No contractual relationship shall exist between the parties until all bonds and insurance coverages have been approved by the Owner.

100-13 SUBSTITUTION OF SECURITIES

Pursuant to Section 9.06 "Substitution of Securities" of the County of Santa Clara Roads & Airports Department Standard Specifications, the Contractor may substitute securities for any money withheld from progress payments, using the Escrow Agreement form provided in Section 113 "Contract Forms" of these Special Provisions.

100-14 PREVAILING WAGE REQUIREMENT

Contractor's attention is directed to Section 7.07 "Prevailing Wage & Payroll Records" of the County of Santa Clara Roads & Airports Department Standard Specifications.

Pursuant to Section 7.07 "Prevailing Wage & Payroll Records" of the County of Santa Clara Roads & Airports Department Standard Specifications, workers employed in the Work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Director of the California Department of Industrial Relations, which rates are filed in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested parties on request. The rates are also available on the State of California Department of Industrial Relations website at California Department of Industrial Relations Home Page <http://www.dir.ca.gov/>.

Contractor's attention is also directed to Section 106-07 "Federal Minimum Wage Rates" of these Special Provisions. Contractor must comply with the Federal minimum wage rates if the Federal minimum wage rates exceed the California prevailing wage rates.

100-15 PRESERVATION OF CULTURAL RESOURCES

- The Work site is deemed "Archeologically Sensitive" and the provisions relating to preservation of cultural resources in Section 8.14 "Preservation of Cultural Resources" of the County of Santa Clara Roads & Airports Department Standard Specifications shall apply.
- The Work site has not been deemed "Archeologically Sensitive."

100-16 ADDITIVE AND/OR DEDUCTIVE BID ITEMS

The lowest Bid will be the lowest Bid price on the base Contract without consideration of the prices on the additive or deductive Bid items.

100-17 LOCATIONS OF POSSIBLE MATERIALS (SUCH AS BORROW PIT OR GRAVEL BED) FOR USE IN CONSTRUCTION PROJECT

NOT USED

By order of the County of Santa Clara, State of California, on March 24, 2020

Clerk of the Board of Supervisors

100-14 PREVAILING WAGE REQUIREMENT

Contractor's attention is directed to Section 7.07 "Prevailing Wage & Payroll Records" of the County of Santa Clara Roads & Airports Department Standard Specifications.

Pursuant to Section 7.07 "Prevailing Wage & Payroll Records" of the County of Santa Clara Roads & Airports Department Standard Specifications, workers employed in the Work must be paid at the rates at least equal to the prevailing wage rates last adopted by the Director of the California Department of Industrial Relations, which rates are filed in the Office of the Clerk of the Board of Supervisors, incorporated herein by reference, and copies of which are available to any interested parties on request. The rates are also available on the State of California Department of Industrial Relations website at California Department of Industrial Relations Home Page <http://www.dir.ca.gov/>.

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The Work site has not been deemed "Archeologically Sensitive."

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100-17 LOCATIONS OF POSSIBLE MATERIALS (SUCH AS BORROW PIT OR GRAVEL BED) FOR USE IN CONSTRUCTION PROJECT

NOT USED

By order of the County of Santa Clara, State of California, on March 24, 2020

Clerk of the Board of Supervisors

SECTION 101 - PLANS AND SPECIFICATIONS

The Project shall be constructed and administered in accordance with the Contract Documents issued for this Project. The Contract Documents consist of the Special Provisions, Plans, County Standard Specifications, County Standard Details, State Standard Specifications, State Standard Plans and any Addendum or written modification to any of the foregoing. (For definition of “Plans,” “County Standard Specifications,” and “State Standard Specifications” see Section 1 of the County Standard Specifications as approved May 2000, including any applicable amendments).

The State Standard Specifications applicable to this Project are Sections 9 through 95 inclusive of the State Standard Specifications dated May 2015 and its amendments as approved by the State of California, Department of Transportation. The required version of the State Standard Specifications and State Standard Plans to be used on this Project is indicated below.

Attention of the Bidder is directed to Section 5.19 “Coordination, Interpretation and Order of Precedence of Contract Documents” of the County Standard Specifications.

Attention of the Bidder is also directed to Section 111 “Technical Specifications” of these Special Provisions and Section 107 “Amendments to County Standard Details and Specifications” which include modifications and/or additions to the County Standard Specifications, which are particular to this Project.

STANDARD SPECIFICATIONS

COUNTY STANDARD SPECIFICATIONS DATED MAY 2000. Electronic version of the County-issued Amendments to County Standard Specifications is available online for download from County’s website at <http://www.sccgov.org/sites/rda/about/Pages/standards.aspx>. A hard copy of the Amendments is available at the Plan Counter of the County of Santa Clara Department of Roads & Airports at the address indicated in Section 100-02 “Bid Plans and Special Provisions”, for walk-in review by Bidders. Amendments with the latest issue date up to the Bid Opening date shall apply to the Project.

STATE STANDARD SPECIFICATIONS DATED 2010. For Section 39 HMA only.

STATE STANDARD SPECIFICATIONS DATED 2015. Electronic version of the Caltrans-issued Amendments to State Standard Specifications is available online for download from: Caltrans website at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>

STANDARD PLANS

COUNTY STANDARD DETAILS MANUAL DATED SEPTEMBER 1997. Electronic version of the County-issued Amendments to County Standard Specifications is available online for download from County’s website at <http://www.sccgov.org/sites/rda/about/Pages/standards.aspx>. A hard copy of the Amendments is available at the Plan Counter of the County of Santa Clara Department of Roads & Airports at the address indicated in Section 100-02 “Bid Plans and Special Provisions”, for walk-in review by Bidders. Amendments with the latest issue date up to the Bid Opening date shall apply to the Project.

STATE STANDARD PLANS DATED 2015. Electronic version of the Caltrans-issued Amendments to State Standard Specifications is available online for download from: Caltrans website at <http://www.dot.ca.gov/des/oe/construction-contract-standards.html>

SECTION 102 - BID REQUIREMENTS AND PROCEDURES

102-01 BID FORMS

Bidder's attention is directed to Section 2 "Bid Requirements and Conditions" of the County Standard Specifications, and these Special Provisions.

In order to receive consideration, each of the Bid Forms contained in Section 112 "Bid Forms" shall be completed and the phraseology thereof must not be changed:

BID FORM 1	BID PROPOSAL
BID FORM 2	CERTIFICATION OF SUBCONTRACTING LIMITATIONS & DESIGNATION OF SUBCONTRACTORS
BID FORM 3	AGREEMENT TO BE BOUND & SANTA CLARA COUNTY PROJECT LABOR AGREEMENT
BID FORM 4	DESIGNATION OF INSURANCE AND BONDING COMPANIES
BID FORM 5	EQUAL OPPORTUNITY REQUIREMENTS
BID FORM 6	NONCOLLUSION AFFIDAVIT
BID FORM 7	STOP NOTICE INFORMATION
BID FORM 8	NOT USED
BID FORM 9	PUBLIC CONTRACT CODE SECTION 10162 STATEMENT
BID FORM 10	EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
BID FORM 11	PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
BID FORM 12	PUBLIC CONTRACT CODE SECTION 10232 STATEMENT
BID FORM 13	DEBARMENT & SUSPENSION CERTIFICATION
BID FORM 14	CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING
BID FORM 15	BIDDER'S BOND

The first 3 apparent low Bidders must execute and return the following forms (provided at the end of Section 112 - BID FORMS of the Special Provisions):

- Form E – BIDDER'S DBE COMMITMENT along with written conformation, such as copy of a quote, from each DBE firm that participates in the Contract, and ;
- Form F – DBE INFORMATION-GOOD FAITH EFFORTS.

Bidders' attention is directed to Section 106-01.02 SUBMITTAL OF DBE COMPLIANCE DOCUMENTATION AND CRITERIA FOR AWARD of these Special Provisions. **The time deadline for submitting these Forms is no later than 5:00 PM on Wednesday of the week following the Bid opening.**

102-02 BID PROTEST AND PROCEDURES

PROTEST PROCEDURES

PROTEST PROCESS

The Procurement Lead will send an email to all proposers informing each of the proposal(s) that was/were selected and/or deemed to be a finalist. A proposer whose proposal was not selected or not deemed to be a finalist may file a written protest within five (5) business days of issuance of the email.

A. **Filing a Protest.** The protest of an award must be in writing. The following must be written on the cover of the protest: "Protest Relating to [SOLICITATION NUMBER]." The written protest and all supporting documentation must be emailed, hand-delivered or otherwise sent to the designated Procurement Lead so that it is **received no later than 5 p.m. of the fifth business day after** the email notifying proposers of the County's selection. Any protests not received by the deadline or sent to any person other than the designated Procurement Lead may be rejected or dismissed by the County at the County's sole discretion. A business day shall be defined as Monday through Friday 8:00 a.m. to 5:00 p.m. except for County holidays.

B. **Contents of Protest.** The written protest must contain the following information: (1) the name, street address, electronic mail address, and telephone and facsimile number of the protester; (2) signature of the protester or its representative; (3) clearly state the grounds for the protest as set forth below and the evidence and/or credible allegations supporting each ground; (4) copies of any relevant documents; and (5) the form of relief requested. Protests should be concise and logically arranged. The protester may not present any additional grounds or arguments for protest after submission unless requested by the County. All protest documents are considered a public record.

C. **Grounds for Protest.** Protests may only be based on one or more of the following grounds, and must be supported by evidence and/or credible allegations that the award recommendation is based on arbitrary and/or capricious actions, as follows:

- (a) The protester believes there was an error made by County officials or evaluation team members. A difference of opinion regarding the scoring or points to be awarded to a proposal in any or all categories does not constitute an error for protest purposes.
- (b) The protester believes there was misconduct or impropriety by County officials or evaluation team members.
- (c) The protester believes there was abuse of discretion or process by County officials or evaluation team members.

D. **Protest Resolution Process** (a) Informal Review and Resolution by Department. The Director of the issuing department will review a timely protest and attempt to informally resolve it. The Director or designee may use all available resources and information, including soliciting information from, and revealing information to, other entities or sources in its attempt to informally resolve the protest. -----If this

attempt at informal resolution is unsuccessful, this shall be communicated to the protester. The protestor may, within two business days, request that the protest be forwarded to an independent review officer (IRO). Upon receiving such a request, the County shall forward the protest to the IRO, notify the protester, and provide the IRO's contact information to the protestor. (b) Formal Review by IRO. The IRO shall conduct an independent review of the protest to determine whether the grounds for the protest have merit. The IRO may use all available resources and information, including soliciting information from, and revealing information to, other entities in its attempt to resolve the protest. The IRO may also contact the protester or Agency/Department, or conduct a hearing as needed or if required by law.

E. **IRO Decision.** The IRO will issue a written decision to the protester and the Department within **20 business** days of receiving a protest. However, the time for decision may be extended by the IRO. The decision of the IRO may be appealed to the County Executive Officer by either the protester or the county official responsible for the procurement of the goods and/or services within two (2) business days of the issuance of the decision. The County Executive's decision regarding the protest shall be binding upon the parties unless otherwise provided by state law.

F. **Remedies.** The remedies available pursuant to these procedures may include, but are not limited to, the reevaluation of proposals by the same or a new evaluation committee or the cancellation of a solicitation. However, no remedy may require the County to execute a contract with any entity, which authority is solely reserved for the Board of Supervisors or an official with appropriate delegated authority.

SECTION 103 - EQUAL EMPLOYMENT OPPORTUNITY AND WORKING ENVIRONMENT REQUIREMENTS

103-01 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor's attention is directed to Section 106 "Federal Requirements for Federal Aid Construction Projects" of these Special Provisions and to the County Standard Specifications Section 7.01 "Compliance with Laws and Regulations."

103-02 WORKING ENVIRONMENT

The Contractor shall ensure and maintain a working environment free of personal harassment and intimidation as set forth in County Standard Specifications Section 5.15 "Working Environment."

In the event that the Contractor/Contractor workforces' fail to comply with this provision, the Contractor/Contractor workforces may be subject, but not limited, to the requirements stated in the following County Standard Specifications Sections:

- 5.14 "Character of Workers";
- 8.05 "Temporary Suspension of Work";
- 8.08 "Termination of Control";
- 9.08 "Progress Payments"; and
- Such other remedies as are provided in these Contract Documents or at law.

103-03 COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

103-04 BEVERAGE NUTRITIONAL CRITERIA

Contractor shall not use County funds to purchase beverages that do not meet the County's nutritional beverage criteria. The six categories of nutritional beverages that meet these criteria are (1) water with no additives; (2) 100% fruit juices with no added sugars, artificial flavors or colors (limited to a maximum of 10 ounces per container); (3) dairy milk, non-fat, 1% and 2% only, no flavored milks; (4) plant derived (i.e., rice, almond, soy, etc.) milks (no flavored milks); (5) artificially-sweetened, calorie-reduced beverages that do not exceed 50 calories per 12-ounce container (teas, electrolyte replacements); and (6) other non-caloric beverages, such as coffee, tea, and diet sodas. These criteria may be waived in the event of an emergency or in light of medical necessity.

103-05 COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the

paragraphs below.

- (2) **Compliance with Non-Discrimination and Equal Opportunity Laws:** Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County’s policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) **Compliance with Wage and Hour Laws:** Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.
- (4) **Definitions:** For purposes of this Subsection, the following definitions shall apply. A “Final Judgment” shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual’s sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose’s Office of Equality Assurance.
- (5) **Prior Judgments, Decisions or Orders against Contractor:** **By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an**

applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.

- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.
- (9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This

includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

SECTION 104 - PRECONSTRUCTION REQUIREMENTS

104-01 GENERAL REQUIREMENTS

Attention is directed to the provisions in Sections 3.03.03 "Submittals for all Contracts prior to Contractor Performing Work" and 8.03 "Beginning of Work" of the County Standard Specifications and these Special Provisions.

Following the approval of bonds and insurance coverages and the execution of the Agreement, Owner will issue a Notice to Proceed with the Work. Contractor cannot occupy the right-of-way before the Notice to Proceed has been issued by the Roads and Airports Department.

The Bidder to whom the Contract is awarded by Owner shall, prior to beginning of Work, submit to the Project Engineer the compliance material information required in the County Standard Specifications Section 3.03 "Execution of Contract." A special retention may be withheld on all work performed prior to submittal of the aforementioned compliance material.

The Contractor shall furnish the Project Engineer with a statement from the vendor that the order for long lead time items required for this Contract has been received and accepted by said vendor and said statement shall be furnished within ten (10) days after the date of the Notice to Proceed.

Owner will not be liable for any damages suffered by Contractor as the result of a labor dispute (including one involving public employees) which prevents Owner from performing any of its obligations set forth in these Contract Documents. Contractor shall within five (5) days from the beginning of any delay notify Owner in writing of the cause of the delay. Owner shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Owner's judgment, the findings of facts justify such an extension. Owner's finding of fact thereon shall be final and conclusive on the parties hereto.

104-02 MANDATORY PRE-CONSTRUCTION CONFERENCE

Prior to the issuance of the Notice to Proceed, a mandatory pre-construction conference will be held at the Roads & Airports Department, 101 Skyport Drive, for the purpose of discussing with the Contractor the scope of Work, Contract drawings, Specifications, 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 representatives at this conference shall include Subcontractors' superintendents for the Work.

SECTION 105 - GENERAL CONDITIONS

105-01 FINAL PAY QUANTITY ITEMS

Attention is directed to the provisions in Section 9.01 "Measurement and Final Pay Quantities" of the County Santa Clara Standard Specifications. Items of Work that are "Final Pay Quantity Items" are designated with "F" on Bid Schedule in Section 112 – Bid Forms.

105-02 SPECIALTY ITEMS OF WORK

Attention is directed to the provisions in Section 8.01 "Subcontracting" of the County Standard Specifications. Items of Work that are "Specialty Items" are designated with "S" on Bid Schedule in Section 112 – Bid Forms.

105-03 ENGINEER'S FACILITIES

Engineer's Facilities are not required for this Contract.

Engineer's Facilities are required for this Contract in accordance with the following:

- The Contractor shall provide adequate office facilities, including a private telephone in these facilities for the sole and exclusive use of the Project Engineer and/or Project Inspector at the site of the Work. The Engineer's Facilities shall consist of a building or portable field office-type trailer with the minimum following area:

On projects awarded by the Owner between:	Surface Area:
\$0.00 and \$50,000	120 square feet
\$50,000.01 and \$500,000	160 square feet
\$500,000.01 and \$1,000,000	300 square feet
\$1,000,000.01 and OVER	450 square feet

This facility shall not be less than 10' wide, with ceiling height not less than 8' high, and shall contain a desk, table and/or counter for use in viewing plans. Adequate chairs, heat, light, ventilation, drinking water and toilet facilities shall be provided by the Contractor. All telephone calls pertaining to the Work made by the Project Engineer or Project Inspector from the telephone provided for their use shall be made at the Contractor's expense. The facilities called for herein shall be provided at the beginning of the Project and shall be maintained until Acceptance by the Owner.

The above facilities shall be located and installed, including hook-up of all required utilities, as agreed by the Project Inspector.

- Payment for Engineer's Facilities when not included in the Contract as a separate pay item shall be considered as included as part of the "Mobilization" pay item. When the Contract does not include a contract pay item for "Mobilization" as specified above, full compensation for the necessary Engineer's Facilities as required above shall be considered as included in the prices paid for the various Contract items of work involved. No additional compensation or Contract time shall be allowed for this Work.

105-04 INDEMNITY, INSURANCE AND BOND REQUIREMENTS

The Contractor shall provide insurance coverages as specified below. Contractor's attention is directed to Section 105-04.02.D.3.a. hereinbelow regarding the additional insured endorsement requirement. Additional public entity(ies) identified below shall be named on the applicable coverages as additional insured(s):

NONE

EXHIBIT B - 1

INSURANCE REQUIREMENTS FOR CONSTRUCTION CONTRACTS BETWEEN \$45,000 AND \$2,000,000

105-04.01 INDEMNITY

The Contractor shall indemnify, defend, and hold harmless the County of Santa Clara (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole or active negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement and does not prevail in that contest.

105-04.02 INSURANCE

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier must accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

1. All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

2. When surety bonds are required, they shall be issued by companies that meet the following minimum requirements:

a. For projects in excess of \$250,000:

1. A California admitted surety with either a current A.M. Best rating of A IV or a current Standard and Poors (S&P) rating of A.

OR

2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

OR

3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

b. For projects under \$250,000:

1. A California admitted surety with either a current A.M. Best rating of B or a current Standard and Poors (S&P) rating of BB.

OR

2. An admitted surety insurer which complies with the provisions of the Code of Civil Procedure, Section 995.660*.

OR

3. In lieu of 1 & 2, a company of equal financial size and stability that is approved by the County's Insurance Manager.

* California Code of Civil Procedure Section 995.660 in summary, states that an admitted surety must provide: 1) the original, or a certified copy of instrument authorizing the person who executed the bond to do so, within 10 calendar days of receipt of a request to submit the instrument; 2) a certified copy of the Certificate of Authority issued by the Insurance Commissioner, within 10 calendar days of receipt of a request to submit the copy; 3) a certificate from County Clerk of Santa Clara County that Certificate of Authority has not been surrendered, revoked, canceled, annulled or suspended, within 10 calendar days of receipt of the certificate; 4) copies of the surety's most recent annual statement and quarterly statement filed with the Department of Insurance pursuant to Article 10, within 10 calendar days of receipt of a request to submit the statements.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:

- a. Each occurrence - \$1,000,000
- b. General aggregate - \$2,000,000
- a. Products/Completed Operations aggregate ** - \$2,000,000
- b. Personal Injury - \$1,000,000

A minimum of 50% of each of the aggregate limits must remain available at all times unless coverage is project specific.

2. General liability coverage shall include:

- a. Premises and Operations
- b. **Products/Completed Operations with limits of two million dollars (\$2,000,000) per aggregate to be maintained for three (3) years following acceptance of the work by the County. For contracts whose maximum value is less than \$80,000, Products/Completed Operations limits shall be one million dollars (\$1,000,000) and two (2) years.
- c. Contractual Liability expressly including liability assumed under this Agreement. If the Contractor is working within fifty (50) feet of a railroad or light rail operation, any exclusion as to performance of operations within the vicinity of any railroad bridge, trestle, track, roadbed, tunnel, underpass or crossway shall be deleted, or a railroad protective policy provided.
- d. Personal Injury liability
- e. Owners' and Contractors' Protective liability
- f. Severability of interest
- g. Explosion, Collapse, and Underground Hazards (X, C and U)
- h. Broad Form Property Damage liability

3. General liability coverage shall include the following endorsements, copies of which shall be provided to the County:

- a. **Additional Insured Endorsement**, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable and the contractor shall be notified by the contracting department of these requirements.

b. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Clara.

c. X C & U (Explosion, Collapse and Underground) Endorsement:

Insurance afforded by this policy shall provide X, C and U Hazards coverage.

4. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, Contractor agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with this Agreement or Permit.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

5. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.

6. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

7. Contractors' Equipment Insurance

On an "all risk" basis covering equipment owned, leased, or used by the Contractor. If the total value of equipment is less than \$100,000 Contractor may self-insure this exposure. If total equipment value is \$100,000 or more, insurance is required. Such insurance shall include an insurer's waiver of subrogation in favor of the County. Contractor shall hold harmless the County for any loss or damage to the Contractor's equipment. This coverage may be waived by the Insurance Manager, but the Contractor hereby releases and holds harmless the County for any loss or damages to its equipment.

8. Builder's Risk Insurance

The County shall provide Builder's Risk insurance (first party property insurance) on an all risk basis including flood with a limit of no less than the full replacement value of the work, and covering the work and all materials incorporated therein, and insuring the interests of the County, Contractor, and subcontractors. Insurance shall contain insurer's waiver of subrogation in favor of the Contractor and subcontractors. The Contractor shall be responsible for the first \$50,000 of any loss. The County's provision of Builder's risk insurance is an economic convenience to the County, and does not change or revise the Contractor's responsibility for the Work until County Acceptance, including but not limited to, losses that may exceed the insurance limits. Contractor may secure additional insurance, in Contractor's sole and absolute discretion, and Contractor must include the cost of such insurance in Contractor's bid.

E. Special Provisions

The following provisions shall apply to this Agreement:

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by the County upon satisfactory evidence of financial capacity. Contractors obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or the Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

F. Bond Requirements

1. Contract Bonds - Prior to execution of the Contract, Contractor shall file with the County on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a reputable surety company satisfactory to County, and Contractor shall pay all premiums and costs thereof and incidental thereto.

Each bond shall be signed by both Contractor and the sureties.

- a) The "payment bond for public works" shall be in an amount of one hundred percent (100%) of the Contract price, as determined from the prices in the bid form, and shall insure to the benefit of persons performing labor or furnishing materials in connection with the work of the proposed Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the County, and until all claims for materials and labor have been paid.
- b) The "performance bond" shall be in an amount of one hundred percent (100%) of the Contract price as determined from the prices in the bid form, and shall insure the faithful performance by Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

Should any surety or sureties be deemed unsatisfactory at any time by the County notice will be given Contractor to that effect and Contractor shall forthwith substitute a new surety or sureties satisfactory to the County. No further payment shall be deemed due or will be made under the Contract until the new sureties qualify and are accepted by the County.

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

2. Fidelity Bonds – Required only if contractor will be receiving advanced funds or payments. Before receiving compensation under this Agreement, Contractor will furnish County with evidence that all officials, employees, and agents handling or having access to funds received or disbursed under this Agreement, or authorized to sign or countersign checks, are covered by a BLANKET FIDELITY BOND in an amount of AT LEAST fifteen percent (15%) of the maximum financial obligation of the County cited herein. If such bond is canceled or reduced, Contractor will notify County immediately, and County may withhold further payment to Contractor until proper coverage has been obtained. Failure to give such notice may be cause for termination of this Agreement, at the option of County.

105-05 PERMITS

Contractor’s attention is directed to Section 7.19 “Permits and Fees” of the County Standard Specifications and Section 109 herein for any applicable Railroad Relations & Insurance requirements. Any permit(s) obtained by the Roads & Airports Department shall not relieve the Contractor from obtaining all necessary permits and licenses, providing necessary notices, and complying with all laws, ordinances, rules, and regulations relating to the Work.

The Owner has obtained permits, licenses, or other authorizations applicable to the Work. The Contractor shall comply with the provisions of those listed permits, licenses, and other authorizations. The following Owner-obtained permits are included as designated below:

- CALIFORNIA DEPARTMENT OF FISH AND GAME
- SANTA CLARA VALLEY WATER DISTRICT
- CALTRANS
- ARMY CORPS OF ENGINEERS
- CITY(IES) OF _____
- REGIONAL WATER QUALITY CONTROL BOARD
- UTILITIES: _____
- OTHER(S): _____

105-06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

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

SECTION 106 - FEDERAL REQUIREMENTS

106-01 DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS

This Project is subject to Title 49 Code of Federal Regulations Part 26.13 (b) (49 CFR 26.13) that states:

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

Disadvantaged business enterprises and other small business, as defined in 49CFR, Part 26, are encouraged to participate in the performance of contracts financed in whole or in part with federal funds.

Bidders/Contractors' attention is directed to the following provisions:

1. Any subcontract entered into as a result of this Project shall contain all of the provisions of this Section.
2. Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the Contract (49 CFR 26). All DBE participation will count towards the federally-mandated statewide overall DBE goal of the COUNTY and California Department of Transportation (Caltrans).
3. Make work available to Disadvantaged Business Enterprises (DBE) and select work parts consistent with available DBE subcontractors and suppliers.
4. Meet the DBE goal shown in the Notice to Bidders or demonstrate that adequate good faith efforts were made to meet this goal.
5. Verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs, certified by the California Unified Certification Program, go to: http://www.dot.ca.gov/hq/bep/find_certified.htm
6. Ensure there is equal participation of the DBE groups specified in 49CFR 26.5, the Agency specifies a goal for Disadvantaged Business Enterprises (DBEs). DBE is a firm that meets the definition of DBE.
7. All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

1. 100 percent counts if the materials or supplies are obtained from a DBE manufacturer. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the

- premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
2. 60 percent counts if the materials or supplies are obtained from a DBE regular dealer. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract, are brought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business provided in this Section.
 3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer, nor a regular dealer. 49CFR 26.55 defines "manufacturer" and "regular dealer"

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful functions as defined in 49 CFR 26.55 as follows:

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

106-01.01 DISADVANTAGED BUSINESS ENTERPRISES GOAL FOR THIS PROJECT

To ensure that there is equal participation of the DBE groups specified in 49 CFR 26.5, the County of Santa Clara specifies a contract participation goal for Disadvantaged Business Enterprises (DBEs) as indicated in SECTION 100-05 - DISADVANTAGED BUSINESS ENTERPRISES of these Special Provisions.

The goal for this Project was based on an analysis of contracting opportunities, participation of DBEs in similar projects, and the known availability of such firms.

Only DBE participation will count towards the DBE goal. DBE participation will count towards the County's Annual Anticipated DBE Participation Level and the California statewide goal.

106-01.02 SUBMITTAL OF DBE COMPLIANCE DOCUMENTATION AND CRITERIA FOR AWARD

Following the Bid opening, the DBE Administrator shall evaluate Bid proposals for DBE compliance. The responsible Bidder with the lowest Bid price who also meets the contract-specified DBE participation goal or demonstrates that sufficient good faith efforts were made to meet such goal shall be recommended for award.

A Bid, which fails to achieve the specified contract-specified DBE participation goal and fails to demonstrate good faith efforts to meet the contract-specified DBE participation goal as outlined in PART B "DBE GOOD FAITH EFFORTS SUBMITTAL" below, will be deemed as non-responsive and, ineligible for award.

A. DBE COMMITMENT SUBMITTAL

1. **No later than 5:00 PM on Wednesday of the week following Bid opening, the first three (3) apparent low Bidders must submit** completed and signed FORM E - BIDDER'S DBE COMMITMENT and FORM F - DBE INFORMATION-BIDDER'S GOOD FAITH EFFORTS STATEMENT (as described in Part B "DBE GOOD FAITH EFFORTS SUBMITTAL" below) to the Project Engineer per the instructions on the forms. Both forms are provided at the end of SECTION 112 - BID FORMS of these Special Provisions.

Written confirmation from each DBE stating that it is participating in the Contract shall be included with FORM E. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the Contract.

Other Bidders do not need to submit Form E form unless requested by the Project Engineer. If requested, the completed Form E must be submitted within 4 business days of the request.

If FORM E and FORM F are not submitted within the specified time, Bids will be deemed non-responsive.

2. **No later than 5:00 PM on Friday of the week following Bid Opening, the County will inform the three apparent low Bidders, by phone and written letter, as to compliance with the DBE goal and/or demonstration of good faith efforts.**

B. DBE GOOD FAITH EFFORTS SUBMITTAL

FORM F - DBE INFORMATION-BIDDER'S GOOD FAITH EFFORTS STATEMENT (provided at the end of SECTION 112 - BID FORMS of these Special Provisions) is required to be completed and submitted to show that adequate good faith efforts were made to meet the contract-specified DBE participation goal in the event that the goal cannot be met. Bidders are cautioned that, even though their submitted FORM E indicates that they will meet the contract-specified goal, their submittal should include both FORM F and FORM E to protect their eligibility for award of the Contract in the event that the County determines that the goal has not been met. The submittal schedule of FORM F is as described in Part A "DBE COMMITMENT SUBMITTAL."

Only good faith efforts directed towards obtaining participation by DBEs will be considered. Bidder/Contractor's documentation of its good faith efforts must include the following information and supporting documents, as necessary:

1. Items of work made available to DBE firms. Identify those items of work that Bidder/Contractor might otherwise perform with its own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is Bidder's/ Contractor's responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the Project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. Bidder/Contractor is reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, telephone number, and price quote provided by each DBE. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which Bidder/Contractor requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the Plans, Specifications, and requirements of the Contract to assist them in responding to a solicitation. If Bidder/Contractor provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by Bidder/Contractor, identify the name of the DBE assisted, nature of the assistance offered, and date. Provide copies of supporting documents, as appropriate.
8. Any additional documentation to support demonstration of good faith efforts.

The Agency may consider the DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

106-01.03 DBE PARTICIPATION CRITERIA AND REPORTING

1. A DBE performs a commercially useful function when it is responsible for execution of the Work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the Work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering material, and installing

(where applicable), and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, agreement, or project through which funds are passed in order in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
3. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its Contract with its own forces, or the DBE subcontracts a greater portion of the Work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

106-01.04 DBE INFORMATION SUBMITTAL

The successful Bidder must execute CCA FORM 1 - DBE INFORMATION (provided at the end of SECTION 114 – CONSTRUCTION ADMINISTRATION FORMS of these Special Provisions) even if no DBE participation will be reported. The purpose of the form is to collect data required under 49 CFR 26. The executed Form must be returned within the time specified on the Form. Failure to submit this Form will prevent County from issuing the Notice to Proceed.

The information provided on the Form should include names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, and the dollar value of each DBE transaction. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE should be included in the DBE information, including the planned location of that work. A successful Bidder certified as a DBE should describe the work it has committed to perform with its own forces as well as any other work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies.

The successful Bidder is encouraged to provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract. If a DBE is participating as a joint venture partner, the successful Bidder is encouraged to submit a copy of the joint venture agreement.

106-01.05 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 the 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 Construction Manager of the Roads & Airports Department within 10 calendar days of receipt of the subcontractor's DBE certification status change. Contractor's attention is directed to SECTION 106-01.07 "SUBCONTRACTOR AND DBE RECORDS" of these Special Provisions for additional information.

106-01.06 PERFORMANCE OF DBE SUBCONTRACTORS

The subcontractors listed by the Bidder on BID FORM 2 - DESIGNATION OF SUBCONTRACTORS shall perform the Work for which they are listed, unless the Contractor has received prior written authorization by the Project Engineer to perform the Work with other forces.

The Contractor shall notify the Project Engineer in writing of any changes to its anticipated DBE participation. This notice must be provided prior to the commencement of that portion of Work.

DBEs must perform work or supply materials as listed in FORM E – BIDDER’S DBE COMMITMENT. Contractor shall not terminate a DBE listed subcontractor for convenience and perform the work with Contractor’s own forces or obtain materials from other sources without prior written authorization from the Project Engineer.

The Project Engineer may grant authorization to use other forces or sources of materials for requests that show any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the Project Plans and Specifications for the project.
2. Contractor stipulates a bond as a condition of executing the subcontract and the listed DBE fails to meet Contractor’s bond requirements.
3. Work requires a contractor license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the Work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraw with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Project Engineer determines other documented good cause.

Contractor must:

1. Notify the original DBE of the intent to use other forces or material sources and provide the reasons.
2. Provide the DBE with 5 days to respond to the notice and state the reasons why the use of other forces or material sources should not occur.

Contractor’s request to use other forces or material sources must include:

1. 1 or more of the reasons listed in the preceding paragraph
2. Notices to DBE regarding the request
3. Notices from the DBE regarding the request

If a listed DBE subcontractor is terminated, Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal. The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Project Engineer authorizes:

- A request to use other forces or sources of materials or
- A good faith effort for a substitute of a terminated DBE

The Contractor shall not be entitled to any payment for listed on FORM E, the BIDDER's DBE COMMITMENT unless it is performed or supplied by the listed DBE or an authorized substitute.

106-01.07 SUBCONTRACTOR AND DBE RECORDS

A. The Contractor must submit the following forms, provided in SECTION 114 – CONSTRUCTION ADMINISTRATION FORMS of these Special Provisions, during the performance of the Contract. County may withhold payments to Contractor or take other action for Contractor's failure to submit these forms per the form instructions. The withheld amount will be returned to Contractor when these forms are submitted and accepted by the Construction Manager.

- CCA FORM 1 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) INFORMATION,
- CCA FORM 2 - MONTHLY REPORT ON DBE UTILIZATION, FIRST-TIER SUBCONTRACTORS,
- CCA FORM 3 - FINAL REPORT ON DBE UTILIZATION, FIRST-TIER SUBCONTRACTORS,
- CCA FORM 4 - DBE CERTIFICATION STATUS CHANGE,
- CCA FORM 5 - MONTHLY DBE TRUCKING VERIFICATION.

1. CCA FORM 1 - DISADVANTAGED BUSINESS ENTERPRISES (DBE) INFORMATION.

Contractor's attention is directed to Section 106-01.04 "DBE INFORMATION SUBMITTAL" of these Special Provisions.

2. CCA FORM 2 - MONTHLY REPORT ON DBE UTILIZATION, FIRST-TIER SUBCONTRACTORS.

The information on this Form is required monthly to monitor the progress compliance of DBE requirements during contract performance by Contractor and rectify any deficiency in its compliance in a timely fashion.

3. CCA FORM 3 - FINAL REPORT ON DBE UTILIZATION, FIRST-TIER SUBCONTRACTORS.

This Form must be completed, certified as correct by the Contractor and furnished to the County within the time specified on the Form. A retention amount of \$5,000 is held by the County until the Form is received and accepted by the Project Engineer.

4. CCA FORM 4 - DBE CERTIFICATION STATUS CHANGE.

Upon completion of the Work and prior to the Contract acceptance by the County, this Form must be completed, certified as correct by the Contractor or Contractor's authorized representative and furnished to the County.

5. CCA FORM 5 - MONTHLY DBE TRUCKING VERIFICATION.

Contractor utilizing DBE trucking services must submit for each month the Contractor paid for DBE trucking services. The information provided must include the truck number, owner's name, California Highway Patrol CA number. Contractor shall include the following documentation along with the Monthly DBE Trucking Verification Form:

- a. Amount paid by Contractor to DBE trucking companies,

- b. Amount paid by DBE trucking firms to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may only count the fee or commission the DBE receives as a result of the lease agreement.

B. The Contractor shall maintain records showing the following:

1. Name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier;
2. Date of payment and total dollar figure paid to all of these firms;
3. Date of work performed by its own force along with the corresponding dollar value of the work if the prime contractor is a DBE.

106-02 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

See Section 105-06 page 105-10 of these Special Provisions.

106-03 FEDERAL LOBBYING RESTRICTIONS

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

A certification for federally funded contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid Proposal as Bid Form 14 "Certification Regarding Use of Contract Funds for Lobbying." If any funds other than federal funds have been paid for the same purposes in connection with this federally funded Contract, the recipient shall submit a completed Standard Form - LLL. "Disclosure of Lobbying Activities" (See Contract Form 7) in accordance with its instructions as part of the Contract Documents.

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

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

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

106-04 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into said Work on this Project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of such steel or iron material shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6.11 "Certificates of Compliance," of the County Standard Specifications, shall be furnished for steel and iron materials. The Certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Project Engineer acceptable documentation of quantity and value of any foreign steel and iron prior to incorporating such materials into the Work.

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

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

Production includes:

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

106-05 NOT USED**106-06 FEDERAL REQUIREMENTS AND REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONSTRUCTION PROJECTS****106-06.01 FEDERAL ON-THE-JOB TRAINING**

- A Federal Trainee goal is not required. Contract is less than 100 working days.

- The Federal Trainee goal is 0. Contractor's attention is directed to Caltrans Special Provisions on Training set forth on Exhibit 12-G – Required Federal-Aid Contracts Language (Page 8 through Page 22) incorporated herein.

106-07 USE OF UNITED STATES – FLAG VESSELS:

The contractor agrees -

- 1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- 2) To furnish within 20 days following the date of loading for shipments or originating within the United States or within 30 working days following the date of loading for shipments, originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 91) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

106-08 FEDERAL MINIMUM WAGE RATES

Federal minimum wage rates dated WD# CA20200018, 3/6/2020 are available for retrieval at one of the following websites:

http://ppmoe.dot.ca.gov/des/oe/federal-wages/fed_wages.html or

https://beta.sam.gov/search?index=wd&keywords=ca%20180029&sort=-relevance&date_filter_index=0&date_rad_selection=date&wdType=dbra&construction_type=Highway&state=CA&county=16357&page=1

For the first link-federal wages: open the link, then scroll down to County of Santa Clara and click on the General Decision for the construction category applicable to the Project for the required Federal Wage Rates. For this project, latest data is: CA 180029 , 12/28/2018, CA 29

For the second link-Davis Bacon Act: open the link, then scroll down and choose "Davis Bacon Act" for Wage Determination, scroll down to select "California" and "Santa Clara" for Location (State and County), scroll down and select "Highway" for Construction Type and click "Davis Bacon Act WD# CA 20190018" from the Search Results. For this project, latest data is: CA 20190018, 7/26/2019

Select the latest revised wage rate from above links. In this case, CA 20190018, 7/26/2019 from Davis Bacon.

The Federal minimum wage rates referred hereinabove are incorporated in these Special Provisions by reference. Any revision issued by addendum during the advertising period is incorporated into these Special Provisions and becomes part of the Contract Documents at the time of Contract award and execution. A

hard copy of the Federal minimum wage rates or the rates amended by addendum will be issued to the Contractor by a Work Order upon award of the Contract. Contractor must include the provision contained in this section and a hard copy of the Federal minimum wage rates in all of its subcontracts.

106-09 FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	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 CA Placer; CA Sacramento; CA Yolo	16.1
	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 CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern	19.1
	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 CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week 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.

106-10 QUALITY ASSURANCE

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

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

Schedule work to allow time for QAP.

106-11 TITLE VI ASSURANCES

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

(1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such

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

106-12 CHANGED CONDITIONS

a. Differing Site Conditions

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

b. Suspensions of Work Ordered by the Engineer

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the

contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

c. Significant Changes in the Character of Work

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

**106-13 FORM FHWA-1273 – REQUIRED CONTRACT PROVISIONS FEDERAL-AID
CONTRACTS**

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

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- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

N. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

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

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

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

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

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

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

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

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

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

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2. Withholding

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

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

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

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

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

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

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.118).

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspector investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
 - b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
 - c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
 - d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 - e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
 - f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
 - g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered
- transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov>), which is compiled by the General Services Administration.
 - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- ***
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:
 - a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
 - b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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2. Instructions for Certification - Lower Tier Participants:

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

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

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

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

SECTION 107 - AMENDMENTS TO COUNTY STANDARD DETAILS AND STANDARD SPECIFICATIONS

The County Standard Details Manual dated September 1997 contains amended, deleted and new standard details. These updates can be obtained from the County of Santa Clara Roads & Airports Department website at <http://www.sccgov.org/portal/site/rda/>.

The amendments specified hereinbelow are incorporated into the County Standard Specifications Manual dated May 2000.

**SECTION 2
BID REQUIREMENTS AND CONDITIONS**

SEC. 2.08 BID GUARANTY

- Section 2.08 “Bid Guaranty” (on page 19) is amended to read as follows:

“Each Bid over thirty thousand dollars (\$30,000) shall be accompanied by cash, a certified or cashier's check, or a Bidder's bond in the sum of not less than 10% of the total aggregate of the Bid including all additives and/or all alternate Bid items. The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond. Said check or bond shall be made payable to the order of the County of Santa Clara.”

SEC. 2.09 WITHDRAWAL OF BIDS

- The following sentence is added at the end of Section 2.09 “Withdrawal of Bids” (on page 19):

“For relief of Bidders, Bidder’s attention is directed to Section 2.12 “Relief of Bidders”.”

**SECTION 3
AWARD AND EXECUTION OF CONTRACT**

SEC. 3.03 EXECUTION OF CONTRACT

- The following is added at the end of Section 3.03.01 “Submittals for Formal Contracts prior to Owner’s Execution of Contract Documents” (on page 22):

“(e) One original of the signed Contractor’s Certification of Worker’s Compensation.”

- The following is added at the end of Section 3.03.02 “Submittals for Minor Contracts prior to Owner’s Execution of Contract Documents” (on page 22):

“(d) One original of the signed Contractor’s Certification of Worker’s Compensation.”

SECTION 5

CONTROL OF WORK

SEC. 5.07 WORKING AREA, STORAGE OF MATERIALS AND PROJECT REAL PROPERTY

- Section 5.07.02 “Project Site Real Property” (on page 50) is amended to read as follows:

“Project site real property shall be defined as property used by Contractor for Project construction purposes such as lay-down or staging area during the term of a construction project.

For projects constructed on a County expressway or roadway, which are administered by the Roads & Airports Department, if a construction lay-down or staging area is designated on the Project Plans, Contractor, with the approval of the Roads & Airports Department, can use the designated County-owned right-of-way free of charge. If a construction lay-down or staging area is not specified on the Project Plans, or should Contractor require additional real property over that specified on the Project Plans, Contractor shall be responsible for securing the real property at its own expenses. The Roads & Airports Department Property Section can be contacted to determine if Owner’s property is available for lease to Contractor at fair market value.

Clean up of Project site real property and/or any property occupied by Contractor shall be in compliance with CSS Section 22 “Clean-up”.

The costs for leasing or renting a Project site real property and any associated and incidental expenses, including clean-up costs as specified hereinabove, will not be paid for separately and will be considered as included in other items of work specified in the Project contract documents.”

SEC. 5.08 LINES AND GRADES

- Section 5.08 “Lines and Grades” (on page 51) is amended to read as follows:

“Unless specified otherwise in the Project Contract Documents, the Owner will provide construction staking that is needed to construct the improvements to lines and grades as specified in the Contract Documents.

When the Contractor requires such stakes or marks to be set, the Contractor shall notify the Project Inspector in writing a minimum of 48 hours in advance of starting operations that require such stakes or marks. Stakes and marks set by the Owner shall be carefully preserved by the Contractor. In case such stakes and marks are destroyed or damaged, they will be replaced at the Owner’s earliest convenience. The Contractor will be charged for the cost of necessary replacement or restoration of stakes and marks which, in the judgment of the Project Engineer, were carelessly or willfully destroyed or damaged by the Contractor's operations. This charge will be deducted from any moneys due or to become due the Contractor.”

SEC. 5.11 EQUIPMENT AND PLANTS

- Section 5.11 “Equipment and Plants” (on page 52) is amended to read as follows:

“5.11 EQUIPMENT, PLANTS AND WORKERS

Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the Project.

Plants shall be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the Work to completion within the time limit.

The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Project Engineer shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants.

The Contractor shall identify each piece of its equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Project Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight or each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.

On a daily basis, the Contractor shall provide to the Project Inspector a list of employees and equipment used on the Project.

The make, model, serial number and manufacturer's rated capacity for each scale shall be clearly stamped or stenciled on the load receiving element and its indicator or indicators. All meters shall be similarly identified, rated, and marked. Upon request of the Project Engineer, the Contractor shall furnish a statement by the manufacturer designating sectional and weighbridge capacities of portable vehicle scales.”

SEC. 5.13 DIFFERENT SITE CONDITIONS

- Section 5.13 “Different Site Conditions” (on page 54) is amended to read as follows:

“5.13 DIFFERING SITE CONDITIONS

During the progress of the Work, the Contractor shall promptly, and, before the following conditions are disturbed, notify the Project Engineer, in writing, of any:

- Material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Codes, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- Subsurface or latent physical conditions at the site differing from those indicated by information about the site made to bidders prior to deadline for submitting bids.
- Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of the written notification, the Project Engineer will promptly investigate the conditions and will notify the Contractor of the Project Engineer’s findings.

- If the Project Engineer finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the Owner will issue a Change Order under the procedures described in the Contract.
- In the event that a dispute arises between the Project Engineer and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between the Contractor and the Owner.

No Contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under the provisions specified in the Section for any effects caused on unchanged Work.

Any Contract adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 4.02 "Changes" except as otherwise provided."

SEC. 5.14 CHARACTER OF WORKERS

- Section 5.14 "Character of Workers" (on page 55) is amended to read as follows:

"If any Subcontractor or person employed by the Contractor appears to the Project Engineer to be incompetent, not possess the proper license or certification for the work performed as required by the California Labor Code or other applicable regulations, or act in a disorderly or improper manner, he/she shall be discharged immediately on the request of the Project Engineer, and such person shall not again be employed on the Work."

SEC. 5.17 CORRECTION OF WORK AND GUARANTEE

- Section 5.17.02 "Year 2000 Compliance Warranty" (on page 57) is deleted in its entirety.

SEC. 5.19 COORDINATION, INTERPRETATION AND ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

The Contract Documents are intended to be complementary, and to describe and provide for a complete Work. The following order of precedence shall govern the interpretation of the Contract Documents:

1. Special Provisions (see CSS Section 1.02 "Definitions"),
2. Project Plans (see CSS Section 1.02 "Definitions"),
3. County Standard Specifications (see CSS Section 1.02 "Definitions"),
4. County Standard Details (see CSS Section 1.02 "Definitions"),
5. State Standard Specifications (see CSS Section 1.02 "Definitions").
6. State Standard Plans (see CSS Section 1.02 "Definitions"),

Should it appear that the Work to be done or any of the matters relative thereto are not sufficiently detailed or explained in the Contract Documents, the Contractor shall apply to the Project Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of any requirements of the Contract Documents, reference shall be made to the Project Engineer, whose decision thereon shall be final.

In the event of any discrepancy between any drawing and the figures written thereon, the figures shall be taken as correct. Detailed Drawings shall prevail over general Drawings. Scaled drawings, full-sized drawings, Plans and Specifications are intended to be complimentary and to agree. Figured dimensions shall have precedence over undimensioned work; full-sized drawings shall have precedence over scale drawings in the details of the construction.

**SECTION 6
CONTROL OF MATERIALS**

SEC. 6.09 TRADE NAMES AND ALTERNATIVES

- The second paragraph of Section 6.09 “Trade Names and Alternatives” (on page 71) is amended to read as follows:

“Contractor may offer, at any time during a period starting with the Notice to Proceed and ending 35 days later, any material, process or article, which shall be substantially equal or better in every respect to that so indicated or specified; provided, however, that if the material, process or article offered by Contractor is not, in the opinion of the Project Engineer, substantially equal or better in respect to that specified, then Contractor must furnish the material, process or article specified or one that, in the opinion of the Project Engineer, is substantially equal or better in every respect.”

**SECTION 7
LEGAL RELATIONS AND RESPONSIBILITIES**

SEC. 7.08 WORKERS’ TRAVEL AND SUBSISTENCE PAYMENTS

- Section 7.08 “Workers’ Travel and Subsistence Payments” (on page 82) is deleted in its entirety.

SEC. 7.22 PUBLIC CONVENIENCE AND PUBLIC SAFETY

- Section 7.22.03 “Intersection or Lane Closure” (on page 103) is amended in its entirety to read as follows:

“Lane or intersection closure shall be made in accordance with the latest California Manual on Uniform Traffic Control Devices for Streets and Highways, the following requirements and the project Special Provisions:

- (a) Traffic control/detour plan must be prepared by the Contractor as per CSS Section 4.06 “Submittals for Materials and Equipment” and submitted to the Project Engineer for review and acceptance.
- (b) Traffic signal operations shutdown must be limited to one intersection per a two (2) mile radius limit. In no event, two (2) adjacent intersections are permitted to be closed concurrently.
- (c) No lane closure on expressways is permitted between the hours of 6:00 AM - 9:00 AM and 3:00 PM - 7:00 PM. Lane closure set-up or removal activities are not permitted during the hours specified.
- (d) Only one traffic lane is allowed for closure in each direction of the roadway.
- (e) No shutdown of the traffic signal is permitted during the hours specified herein above. Uniformed police officer(s) shall be provided as specified in CSS Section 12.02 “Flaggers and Police Officers” to direct traffic during shutdown.
- (f) Existing facilities for bicycle and pedestrian must be maintained or alternative route conforming to ADA requirements provided during construction.
- (g) Upon completion of all work requiring lane closure, temporary traffic control signs and devices must be removed from the site of the work. Any temporary Owner-furnished temporary traffic control signs and devices, when no longer required, must be delivered to a location designated by the Project Engineer.

Unless otherwise specified in the Special Provisions, compensation for preparing traffic control/detour plan, furnishing, placing, maintaining and removing temporary traffic control devices and signs, including those furnished by Owner, is considered as included in the Contract price for traffic control.

**SECTION 8
PROSECUTION AND PROGRESS**

SEC. 8.11 UTILITIES AND OTHER FACILITIES

- The third sentence in the second paragraph of Section 8.11.01 “Underground Service Alert (USA)” (on page 135) is amended to read as follows:

“...USA marking paint shall be of washable type and shall be removed as specified in CSS Section 22 “Clean-up (Finishing Roadway)”.”

**SECTION 9
MEASUREMENT AND PAYMENT**

SEC. 9.03 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

- Sections 9.03 “Payment for Increased or Decreased Quantities” (on page 159) is amended to read as follows:

Increase or decrease in the quantity of a Contract item of Work will be determined by comparing the total pay quantity of that item of Work with the Engineer’s Estimate therefor.

If the total pay quantity of any item of Work required under the Contract varies from the Engineer’s Estimate therefor by 25 percent or less, payment will be made for the quantity of Work of the item performed at the Contract unit price therefor, unless eligible for adjustment pursuant to CSS Section 4.02.01 “Changes in Character of Work.”

If the total pay quantity of any item of Work required under the Contract varies from the Engineer’s Estimate therefor by more than 25 percent, in the absence of an executed Extra Work Order or Change Order specifying the amount to be paid, the compensation payable to the Contractor will be determined in accordance with Section 9.03.01 “Increase of More than 25 Percent” and Section 9.03.02 “Decrease of More than 25 Percent”.”

9.07 STOP NOTICES

Owner will comply with California Civil Code Section 9350-9510 regarding Stop Notices. All Preliminary and Stop Notices shall be sent to the attention and address indicated on the “Stop Notice Information” set forth in the Bid Forms section of the Project Special Provisions.”

9.08 PROGRESS PAYMENTS

The Contractor shall be paid for the actual field accepted quantities for the various items of Work in accordance with the provisions below. However, the total payment shall not exceed the total Contract amount.

On or before the day immediately following the end of each payment period, the Owner shall prepare and forward to the Contractor an estimated progress payment in writing of the total amount of Work done and the acceptable materials on hand. Payment for the Work shall be based on a four-week period.

Materials on hand are:

- Acceptable materials furnished and delivered by the Contractor to the Work site but not yet used; or
- Acceptable materials furnished and stored in a location that is subject to or under the control of Owner for use in the performance of the Contract during the payment period.

The amount of any material to be considered in making an estimate will in no case exceed the amount thereof which has been reported by the Contractor to the Project Engineer on Owner-furnished forms properly filled out and executed, including accompanying documentation as therein required, less the amount of the material incorporated in the work to the time of the estimate. Only materials to be incorporated in the Work will be considered. The estimated value of the material established by the Project Engineer will in no case exceed the Contract price for the item of Work for which the material is furnished.

Owner will retain five (5) percent of such estimated value of the Work done, and five (5) percent of the value of the materials so estimated to have been furnished and delivered and unused or furnished and stored as aforesaid as part security for the fulfillment of the Contract by Contractor. Owner will pay to Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the Contract and applicable laws.

No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

In addition to any remedy authorized by law, so much of the money due Contractor under and by virtue of the Contract as shall be considered necessary by Owner may be retained by Owner until disposition has been made of such suits or claims for damages as aforesaid.

Work completed in place as estimated shall be an estimate only, and no inaccuracy or error in said estimates shall operate to release Contractor or any Surety from damages arising from such Work or from enforcing each and every provision of the Contract. Owner shall have the right subsequently to correct any error made in any estimate for payment.

No such estimate or payment shall be required to be made when, in the judgment of the Project Engineer, the Work is not proceeding in accordance with the provisions of the Contract; or when in his/her judgment the total value of the Work done since the last estimate amounts to less than \$500.

**SECTION 10
DUST CONTROL**

SEC. 10 DUST CONTROL

- Section 10 "Dust Control" (on page 172) is amended to read as follows:

“Dust control shall conform to the provisions in Section 14 “Environmental Stewardship” of the most current edition of the State Standard Specifications.

**SECTION 12
CONSTRUCTION AREA TRAFFIC CINTROL DEVICES**

SEC. 12.01 CONSTRUCTION SIGNS

- Section 12.01 “Construction Signs” (on page 175) is amended to read as follows:

“Contractor shall furnish, install, maintain, and remove, upon the completion of the Work, construction area signs. Signs shall meet the minimum standards set forth in Part 6 of the latest California MUTCD (Manual on Uniform Traffic Control Devices for Streets and Highways). Signs of types W20-1 (ROAD WORK AHEAD) and G20-2 (END ROAD WORK) shall be installed on all approaches to the Work area. On high-speed arterials, type W13-1 (Advisory Speed Plaque) sign shall be provided. The Engineer will determine the applicable advisory speed limit to be indicated on such signs. At intersections where the signal system is inoperative and crosswalks are delineated, temporary W3-4 (BE PREPARED TO STOP) and W11-2 (PEDESTRIAN CROSSING) and W16-7P (Diagonal Downward Pointing Arrow Symbol) signs shall be provided for the duration of the non-functional signal system. The requirements of this section shall apply to any other signs required in the Contract Documents.”

**SECTION 86
SIGNAL, LIGHTING, TRAFFIC COMMUNICATIONS AND OTHER ELECTRICAL SYSTEMS**

SEC. 86.01 GENERAL

- Section 86.01.02 “Definitions” (on page 235) is amended to read as follows:

“86.01.02 ABBREVIATIONS AND DEFINITIONS

Terms for signals, lighting and electrical systems shall be defined in accordance with SSS Section 86-1.015 “Definitions” and the following:

Backup Timing	Preset, standard timing and configuration values used to setup the controller in a known state of operation; also referred to as default timing.
BBS	Battery Back-up System.
Concurrent phase	A phase that is allowed to time at the same time as another phase (a phase in a different timing ring).
Conflicting phase	A phase that cannot be allowed at the same time as another phase due to potential hazards if displayed.
Demand	The service of a timing phase based on the detection of a vehicle or pedestrian presence, not the result of the preemption sequence.
EEPROM	Electrically erasable, programmable read only memory.

EPROM	Erasable programmable read only memory.
FCC	Federal Communications Commission.
L.C.D., LCD	Liquid Crystal Display.
L.E.D., LED	Light Emitting Diode.
Non-concurrent phase	A phase that is not allowed to time at the same time as another phase. (A phase across the barrier from another phase or a phase which would cause a conflicting movement.)
Non-conflicting phase	A phase that is allowed to time and be displayed at the same time as another phase.
PTCSI	Pedestrian Traffic Control Signal Indications.
Slack	Conductor or cable slack is the amount of conductor or cable exposed within the pullbox or mastarm tenon after being installed in conduit or mastarm.
TEES	California Transportation Electrical Equipment Specifications.
VTCSH	Vehicle Traffic Control Signal Heads.

- The second paragraph in Section 86.01.06 "Maintaining Existing and Temporary Electrical Systems and Traffic Communication Systems" (on page 242) is amended to read as follows:

"Maintenance responsibilities of the existing and/or temporary electrical systems and communication systems shall be as defined in SSS Section 86-1.06 "Maintaining Existing and Temporary Systems" for the duration of the Work and until the Acceptance of the Work by the Owner, and the following."

- The first paragraph in Section 86.01.07 "Scheduling of Work" (on page 243) is amended to read as follows:

"Work shall be scheduled as specified in SSS Section 86-1.07 "Scheduling of Work" and as follows."

SEC. 86.02 MATERIALS AND INSTALLATION

- Section 86.02.04 "Foundations" (on page 245) is amended to read as follows:

"Foundations shall conform to CSS Sections 86.01.07 "Scheduling of Work" and 86.02.10 "Bonding and Grounding" and SSS Section 86-2.03 "Foundations" and the following:

- (1) Controller cabinet foundation shall be for Type P controller cabinet. Foundation and bonding details shall conform to CSD E/4 and E/47, respectively.
- (2) Service cabinet foundation shall be for Type III-AF service cabinet. Foundation and bonding details shall conform to CSD E/2D and E/48, respectively.

- (3) Foundation for Type 15 lighting standard shall conform to the State Standard Plans. Foundation for Post-top lighting standard shall conform to CSD E/6B. Foundation bonding details shall conform to CSD E/47.
- (4) Foundations for traffic signal standards with mastarm lengths of 16.8 m (55 ft) or 19.8 m (65 ft) shall conform to CSD E/43. Foundations for standards with other mastarm lengths shall conform to the applicable details in the State Standard Plans. Foundation bonding details shall conform to CSD E/47.
- (5) Foundation for Type 1-B signal standard shall conform to the details in the State Standard Plans.
- (6) Battery backup system cabinet foundation shall conform to CSD E/50.
- (7) Mortar shall be placed under the base plate of each standard, post, or pedestal, which does not rest directly on top of the foundation. Mortar mix shall be as specified in SSS Section 86-2.03 "Foundations" and installed after the standard, post, or pedestal is in proper position and/or alignment. The exposed portion of the mortar shall be formed to present a neat appearance.

Post, poles, standards, pedestals, and cabinets shall not be erected or installed until the foundation has set at least 7 days, and shall be plumbed or raked as directed by the Project Inspector.

Compensation for the Work specified in this Section will be made at the Contract unit prices for the appropriate foundations installed complete in place and per the specified details."

- Sub-section (4) in Section 86.02.05 "Standards, Steel Pedestals and Posts" (on page 246) is amended to read as follows:

"(4) Lighting standard shall be Type 15 per the State Standard Plans unless specified otherwise in the Contract Documents."

- Section 86.02.06A "Material" (on page 247) is amended to read as follows:

"Rigid non-metallic conduit shall be Schedule 80 Polyvinyl Chloride (PVC), Schedule 80 High Density Polyethylene (HDPE) or approved equivalent conforming to the requirements of Article 347 "Rigid Non-Metallic Conduit" of the National Electrical Code. Conduit bonding shall be as specified in Section 86.02.10 (1) below. Non-metallic conduit installed by the directional boring method shall be colored red impregnated throughout the thickness of the conduit wall.

Metallic conduit shall be Type 1 hot-dip galvanized rigid steel conduit per SSS Section 86-2.05A "Material." Type 4 waterproof flexible metal conduit may only be used if specified in the Contract Documents."

- Section 86.02.06B "Application" (on page 248) is amended to read as follows:

"The minimum conduit diameter shall be Size 53 (2 in.) except the following:

- (1) Conduit between pedestrian push button post and adjacent pull box shall be Size 41 (1-1/2 in.).
- (2) Conduit between electrolier and adjacent pull box shall be of size as specified in Detail D of CSD E/6B.
- (3) Conduit between signal mastarm-type standards and pull box shall be Size 78 (3 in.).
- (4) Conduit crossing under roadway pavement at signalized intersection shall be Size 78 (3 in.).
- (5) Conduit between detector handhole and pull box shall be as specified on Detail J of CSD E/5A.
- (6) Conduit between utility service pole, pull box and service equipment cabinet shall be of sizes as specified in CSD E/2A.
- (7) Conduit in foundation of signal controller cabinet shall be of size as specified in Detail C of CSD E/4.

- (8) Conduit in foundation of battery backup system cabinet shall be of size as specified in Detail A of CSD E/50.
- (9) Conduit in foundation of electrical service equipment cabinet shall be of sizes as specified in CSD E/2D.”

- Section 86.02.06C (6) (on page 249) is amended to read as follows:

“(6) Underground conduit shall be installed at a minimum depth of 1 M (36 inches) below finished grade of paved and unpaved surfaces. Placement of conduit on top of roadway pavement within the paved median island shall not be permitted. At locations where conflict with other existing underground facility arises and requires an installation depth lesser than 1 M (36 in.), conduit shall be placed by the opened trench method and protected with a 150 mm (6 in.) minimum thick cap of red-colored slurry cement backfill, as specified in SSS Section 19-3.062 “Slurry Cement Backfill”, on sides and top of conduit.”

- Section 86.02.06C (7) (on page 249) is amended to read as follows:

“(7) Rigid non-metallic conduits shall be used for all underground installations including under roadway pavement and LRT tracks except at the following locations where rigid steel conduit shall be used:

- (a) In concrete structures, including pole and cabinet foundations;
- (b) Attached to the surface of a structure;
- (c) Underground, including under sidewalks, that are adjacent to gasoline service stations or other underground gasoline or diesel storage, piping, or pumps, that lead to a controller cabinet, circuit breaker panel, service or any enclosure where an arc may occur during normal operations. Such conduit shall be sealed if located within the limits specified in the National Electrical Code for Class 1, Division 1, Hazardous Locations.
- (d) Underground with an installation depth lesser 760 mm (30 in.) below finished grade. A red-colored slurry cement backfill as specified in CSS 86.02.06C (6) hereinabove shall be installed.
- (e) Under roadway pavement, freight railroad tracks, and at locations where conduit is installed by bore-and-jack method.”

- The following provision is added at the end of Section 86.02.06 C “Installation” after Sub-section (12) (on page 250):

“(13) Where pull boxes are placed or replaced in conduit runs, metallic conduit stub-ups shall be threaded, fitted with threaded bushings, and bonded; and PVC and HDPE conduit stub-ups shall be fitted with end bells.”

- Section 86.02.07A “Material” (on page 251) is amended to read as follows:

“No. 3-1/2, No. 5, No. 6, and traffic-rated No. 3-1/2(T), No. 5(T), No. 6(T) pull boxes, covers and extensions shall be precast steel reinforced Portland cement concrete type conforming to SSS 86-2.06A “Materials.”

Fiber-optic cabling system pull box, cover and extension shall be polymer concrete type meeting the following minimum mechanical property requirements:

• Compressive strength:	103 MPa (15,000 psi)
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• Tensile strength:		7.5 MPa (1,100 psi)
• Flexural strength:		41 MPa (6,000 psi)
• Static design load:	Vertical	66.5 KN (15,000 lbs.)
	Lateral	38 kPa (800 lbs/sq. ft.)
• Static test load:	Vertical	100 KN (22,500 lbs.)
	Lateral	57.5 kPa (1,200 lbs/sq. ft.)
• Cover Weight (2-piece w/ bolts, max.):		93.4 kg (206 lbs)™

- Section 86.02.07B “Cover Marking” (on page 252) is amended to read as follows:

“Marking of pull box covers shall conform to SSS Section 86-2.06B “Cover Marking.” Identification shall be engraved, welded or casted on the top face of pull box lids in accordance with the pull box application per CSD E/8.”

- Section 86.02.07C “Application” (on page 252) is amended to read as follows:

“Pull boxes shall be No. 5 with the following exceptions:

- (1) No. 6 pull box shall be used when four (4) or more conduits entering the pullbox.
- (2) No. 3 1/2 pull box may be used if it is solely used for lighting purpose.
- (3) When specified in the Contract Documents, No. 3 ½(T), No. 5(T) and No. 6(T) pull boxes shall be used in roadway traffic lanes and shoulders.
- (4) Fiber-optic cabling system (FO) pull box may be used as homerun pull box at signal controller cabinet location at signalized expressway intersections. It shall be used for fiber-optic splice enclosures for end-to end splices and splices between main and lateral cables.

- Section 86.02.07D “Installation” (on page 253) is amended to read as Follows:

“The installation of pull boxes shall conform to CSD E/8 and the following:

- (1) Pull boxes for fiber-optic cable run shall be spaced at 150 M (500 feet) maximum interval. Pull boxes for other applications shall be spaced at 61 M (200 ft) maximum interval.
- (2) Where the roadway median or shoulder is not separated from the travel lanes by curb, new pull boxes shall be located a minimum of 3 m (10 ft.) from the shoulder stripe or edge of pavement.
- (3) Pull boxes located in sidewalk or paved areas shall be installed with top of pullboxes flush with finished grade of surrounding pavement. Electrolier pull box location shall conform to CSD E/46; other pull box locations shall conform to CSD E/47.
- (4) Pull boxes, including existing ones requiring adjustment, shall have base prepared according to CSD E/8.
- (5) No more than one (1) extension shall be added to a pull box unless specified otherwise in the Contract Documents.
- (6) Pull boxes shall be installed with their long side parallel to the general alignment of the roadway curb line or edge of pavement. It shall be leveled and conformed to the top of curb when installed at back of curb.

- The first paragraph in Section 86.02.08 “Conductors and Cables” (on page 254) is amended to read as follows:

“Conductor material, size, identification, and application shall conform to SSS Section 86-2.08 “Conductors and Cables” and the following.”

- The first paragraph in Section 86.02.08C “Signal Cables” (on page 254) is amended to read as follows:

“At the option of the Project Engineer and where shown on the Project Plans, signal cable shall be installed in lieu of individual conductors. Signal cable shall conform to SSS Section 86-2.08D “Signal Cable”, and the following.”

- The last paragraph of Section 86.02.08F(2)(g) (on page 260) is amended to read as follows:

“The finished cable shall be capable of withstanding a pulling tension of 2,700 Newtons (600 lbs) minimum.”

- The first sentence of the last paragraph of Section 86.02.08F(3)(a) (on page 262) is amended to read as follows:

“The cable shall withstand a tensile load of 2,700 Newtons (600 lbs) without exhibiting an average increase in attenuation of greater than 0.10 dB (single mode).”

- Subsection (2) of Section 86.02.09B “Installation and Tagging of Conductors and Cables (Other Than Fiber-Optic Cable)” (on page 264) is amended to read as follows:

“(2) Unless specified otherwise, all installed conductors, cables, including spare conductors and cables, shall each be provided with 2 m (6 feet) long minimum of slack in each pull box. Slack shall be neatly grouped together without tangles or crossovers, taped to form a neat coil and then placed inside the pull box. At locations other than pull box, such as in unused tenons, the conductor slack shall be left inside the mastarm and the conductor ends shall be securely fastened to a convenient location inside the tenon. Slack in pull box will be measured by removing the pull box lid and extending the conductor or cable slack loop vertically to a point where the apex of the conductor or cable slack loop measures 1m (3 ft) minimum above the finished grade of the pull box. Slack in unused mastarm tenon shall be measured by extending the conductor slack loop horizontally to a point where the apex of the slack loop measures 1 m (3 feet) minimum from the end of tenon.”

- Subsection (2) “Aerial Installation of Temporary System” of Section 86.02.09C “Installation of Fiber-Optic Cable” (on page 266) is amended to read as follows:

“(2) Cable Slack

Unless otherwise specified, fiber-optic cable slack shall be provided as follows:

In No. 6 pull box	2 meters (6 ft) minimum.
In fiber-optic pull box (with splice enclosure)	7 meters (23 ft) minimum on each side of splice enclosure.
In fiber-optic pull box (without splice enclosure)	15 meters (50 ft) minimum.
In communication hub	50 meters (164 ft) minimum of each cable entering the hub.
In new or home run pull box with conduit to side-mounted fiber equipment enclosure	3 meters (10 ft) minimum.

Slack in pull box shall be measured by removing the pull box lid and extending the cable vertically or horizontally to a point where the apex of the cable slack loop measures at least one-half of the hereinabove specified length, above or from, respectively, the finished grade of pull box.

- Section 86.02.09H “Measurement and Payment” (on pages 272 & 273) is amended to read as follows:

“Work specified in this section, except as specified below, will be paid for at the Contract lump sum price for wiring, including the furnishing and installation of conductors, conductor slacks and bonding/grounding as specified in CSS Sections 86.02.08 “Conductors and Cables” and 86.02.10 “Bonding & Grounding.”

Telemetry or signal interconnect cable will be measured by the linear meter or linear foot, horizontally on a straight line between centerlines of pull boxes or between centerlines of pull box and cabinet, as specified in the Contract Documents, and paid for at the Contract price for furnishing and installing telemetry or signal interconnect cable completed in place. No separate measurement or payment shall be made for other sections or lengths of cable such as underground cable’s vertical rise into pull boxes, cable rising into or routed within a cabinet, cable following a locally curved conduit path, and required cable slack in pull boxes and cabinets.

Fiber-optic cable will be measured by the linear meter or linear foot as specified in the Contract Documents. Measurement will be made horizontally on a straight line between centerlines of pull boxes, between centerlines of pull box and cabinet at which the cable enters, or between centerline of pull box and the side of the communication hub structure at which the cable enters. In an aerial installation when specified in the Contract Documents, the length of cable rising on utility pole will be measured for payment from the base of the utility pole to the point of attachment of the messenger wire on the utility pole, and the length of cable spanned between poles will be measured horizontally on a straight line between centerlines of poles. No separate measurement or payment shall be made for other sections or lengths of cable such as underground cable’s vertical rise into pull boxes, cable rising into or routed within a cabinet, cable following a locally curved conduit path, cable sag, or required cable slack coiled in splice chambers, pull boxes, cabinets, and communication hubs. Fiber-optic cable will be paid for at the Contract price for furnishing and installing fiber-optic cable completed in place and compensation shall include the furnishing and installation of fiber-optic connectors and providing the required Optical Time Domain Reflectometer tests and test results on the fiber-optic cable at different phases of the cable installation.

Fiber-optic splices will be measured as each unit installed completed in place, and successfully passes the required tests and paid for at the Contract price for making and testing lateral fiber-optic splice, trunkline fiber-optic splice or pigtail splice as specified in the Contract Documents. Splice closures will be measured as each unit furnished, installed and securely attached to the rack and hook assembly upon completion of splices and paid for at the Contract price for furnishing and installing fiber-optic splice closures.”

- Section 86.02.11B “Service Controls” (on page 274) is amended to read as follows:

“The type and size of breakers shall be as specified on Standard Detail E/2D (Sheet 2 of 2) in the County Standard Details Manual.”

- Section 86.02.12 “Sign Illumination Control” (on page 275) is amended to read as follows:

“The control of sign illumination shall conform to SSS Section 86-2.13 “Light an Illumination Control”.”

SEC. 86.03 CONTROLLER ASSEMBLIES

- Section 86.03 “Controller Assemblies” (on pages 280-312) is amended in its entirety to read as follows:

“86.03 CONTROLLER ASSEMBLIES

Controller assembly shall be Type 90 conforming to NEMA Standards for Traffic Control Assemblies with NTCIP Requirements per Publication No. TS 2-2003 v02.06, Type 2 Controller Unit, and the following.

86.03.01 GENERAL REQUIREMENTS

- (1) All equipment shall operate over an input voltage range of 100-133 volts.
- (2) During a power interruption not exceeding 0.5 second duration, the controller assembly shall continue in cyclic operation and shall retain all actuations registered prior to the interruption.
- (3) Following a power interruption exceeding 1.0 second duration, the controller preprogrammed initialization and start-up sequence shall begin and vehicle and pedestrian calls shall be placed on all active phases.
- (4) Following a power interruption between 0.5 and 1.0 second duration, the controller assembly shall continue in cyclic operation or the pre-programmed initialization and start-up sequence shall begin and vehicle and pedestrian calls shall be placed on all active phases.
- (5) All timing shall be synchronized to the time base of the 60-HZ power line frequency.
- (6) All of the input and output terminations specified in Section 3 – Controller Units, Type 2, of the NEMA Publication TS 2-2003 v02.06, shall be brought to an external terminal via the regular controller connector and wiring harness. The pin used for each function shall be the pin used for the same function on all controllers with similar model and of the same manufacturer.
- (7) All indicator lights shall be L.E.D.'s (light emitting diodes) and/or L.C.D.'s (liquid crystal displays). All displays shall be plainly visible in all normally occurring light levels. No false nor ambiguous indications shall be displayed.
- (8) All software necessary to operate, monitor, and maintain the system shall be compatible with the system currently operated by the County.
- (9) Controller assembly shall be tested as specified in CSS Section 86.02.13 “Testing.”
- (10) Warranty shall conform to CSS Section 86.01.05 “Warranties, Guarantees and Instruction Sheets.”

86.03.02 CONTROLLER

- (1) Error checking shall be provided as part of the controller unit which shall protect against operator and remote programming errors, loss of programmed data integrity, and any and all cycling or safety related problem(s) with the controller operations. Minimally, the controller shall monitor the minimum clearance, minimum green, stop or unusual cycling. Error identification shall be provided to assist in identifying the cause of errors. Invalid data shall not be accepted by the controller.
- (2) “Stop Timing” as described in Section 3.4.5.2 (6) of the NEMA Publication TS 2-2003 v02.06, Type 2 Controller Unit, shall hold the interval at the value that existed when stop time was applied. The controller shall cause the interrupted interval to time the complete programmed interval upon release of the “Stop Time” input.
- (3) The controller shall provide:
 - (a) Copying functions for program entry capable of selectable phase to phase and phase to multiple phase copying, all with selected intervals.
 - (b) A simultaneous gap-out feature for each timing ring.
 - (c) Calling/passage detection and stop bar detection for each phase.
- (4) The controller shall provide individual bicycle functions for each phase as follows:

- (a) It shall provide a means of individual and separate bicycle actuation to the controller.
 - (b) It shall provide an individual and separate bicycle extension interval (0-40 second).
 - (c) Actuation of the bicycle actuation input shall cause a locked call to be placed on the associated phase until served.
 - (d) The bicycle extension interval shall begin at the beginning of the associated phase minimum green interval and shall time concurrently. The bicycle extension interval shall reset during application of a bicycle actuation input. Extension of the associated phase shall function identical to the NEMA defined functions of the vehicle extension interval. Extension shall be limited by the phase maximum interval.
 - (e) It shall provide an individual and separate bicycle clearance with programmable interval that extends the yellow and all-red clearance terminating phase at least as long as the bicycle clearance programmed value and times concurrently with the yellow + all-red interval of the phase. If the last detection prior to gap-out is received from a bicycle detector, the controller will extend the red-clearance of the phase to insure the total bicycle clearance specified for the phase.
- (5) Similar time reference shall be utilized at all controllers in a coordinated system such that identically programmed events shall occur at identical times.
 - (6) Each controller shall be microprocessor-based sixteen (16) phases with user-programmable barriers. Four (4) separate barriers shall allow programming for applications from one (1) to sixteen (16) phases in each barrier, four (4) overlap phases, density and pedestrian functions for each phase, modular construction, full traffic actuated, solid-state, utilizing digital timing and integrated circuits.
 - (7) Program memory shall be EEPROM.
 - (8) Controller function and timing programming shall be accomplished by keyboard entry from the face of the controller, by telemetry data link via Ethernet.
 - (9) Status and operation shall be indicated by LCD indicators and alphanumeric display on the face of the controller.
 - (10) It shall be provided with a detector rack failure input which shall be reported through telemetry as programmed. The detector rack failure input shall programmably cause the controller to place a constant vehicle call on all phases when active.
 - (11) Permanent memory shall be provided for backup or default in conformance with the following:
 - (a) Programmable functions consisting of, but not limited to, any and all controller timing intervals, detector memory, controller phase usage, and startup configuration data.
 - (b) Data in permanent memory shall be easily transferred to the controller active database upon user initiated command and shall be automatically transferred due to the manufacturer's design for normal program failure or data integrity loss detection.
 - (c) The permanent memory shall be EEPROM conforming with the following:
 - Approved security means must be provided such that inadvertent keyboard entry or random program activity shall not modify data.
 - Data contained in permanent memory shall be programmable by the County. Contractor shall furnish the necessary software to facilitate programming.
 - Batteries or other power storage devices shall not be required for maintenance of permanent memory data.

86.03.03 ACCESS SECURITY CONTROL SYSTEM

- (1) It shall be secure and it shall not be possible to gain access to the systems without a valid password.

- (2) A time-out of security access privileges shall be provided. The time-out period shall expire and cause reduction of access privileges to the lowest level of access if there is no keyboard activity within a programmable period. The period shall be programmable only during the highest level of access.
- (3) At least four (4) levels of access shall be provided:
 - (a) Administrative, password control, and all the following functions.
 - (b) Read/write PC timing and operational data, upload controller timing and operational data, and all the following functions.
 - (c) Download controller timing and operational data, and all the following functions.
 - (d) Monitor controller activity.
- (4) At least 64 access codes shall be provided.
- (5) The programmable selected capability of dial-back to programmed phone numbers based on entry of a valid access code shall be provided.
 - (a) The dial-back requirements may be programmable defeated for the lowest level of access.
 - (b) The dial-back phone number shall be received with the access code or shall be selected by the controller assembly based on access code received upon initial contact.
 - (c) The number of dial-back attempts and the telephone area codes allowing access shall be programmable.
 - (d) A caller ID feature as provided by the serving telephone company shall be provided. The caller ID shall be logged and if, authorized for access and a valid access code were received, access shall begin without the requirement of the dial-back as specified above.
- (6) Logging of all access activities shall be maintained.
 - (a) It shall log phone number, caller ID or network access, date and time for each access or attempted access.
 - (b) The log shall be re-settable only from the signal monitor under the highest level of access.
- (7) Software tools shall be provided within the signal monitor system to facilitate update and change of all passwords in all connected systems. Upon access at the highest level, passwords may be selectively updated, using the tool. The tool shall only require entry of the new passwords and selection of the locations to be updated.

86.03.04 CONDITIONAL SERVICE AND RE-SERVICE

86.03.04A CONDITIONAL SERVICE

Conditional service is the feature which allows re-service of NEMA odd phase after normal service to that phase. It shall be program- enabled for each phase or phase pair.

Conditions for conditional service shall be as follows:

- (1) The master phase is the lagging phase in an odd/even phase pair in the opposite ring from the phase exercising conditional service or re-service. The non-master phase is the lagging phase in an odd/even phase pair whose leading phase exercised conditional service. In a normal sequence of phases, the odd phases are the leading phases and the even phases are the lagging phases.
- (2) A call exists on any phase across the barrier from the master phase.
- (3) A call exists on the NEMA leading phase while the NEMA lagging phase is timing.
- (4) A NEMA lagging phase in the same cycle gaps out or maxes out.
- (5) It shall allow re-service of leading phases provided that sufficient time remains in the concurrent lagging phase (master phase) to service the minimum timing intervals of the phase to be reserved.

- (6) The vehicle clearance time of the gapped/maxed out phase, plus the conditional service minimum green time is less than or equal to the timing remaining on the maximum timer of the lagging (master) phase.

86.03.04B CONDITIONAL RE-SERVICE

Conditional re-service is the feature which allows the controller in conditional service to serve the non-master phase which was terminated as part of a leading phase conditional service cycle, prior to crossing the barrier.

Conditions for conditional re-service shall be as follows:

- (1) There is sufficient time remaining in the concurrent master phase to service the minimum timing intervals of the phase to be served again.
- (2) The phase to be served again has not been served twice during the existing service of the controlling master phase.
- (3) The controller unit shall not reactivate the re-serviced phase maximum timer.
- (4) The detectors assigned to the re-serviced phase shall be programmably switched to the controlling master phase.
- (5) Re-service shall not preclude an active pedestrian movement.
- (6) Re-service shall not occur if the time necessary to fully service the phase is greater than the time remaining in the controlling master phase.

86.03.05 PLATOON PROGRESSION

Platoon progression shall be provided to synchronize closely spaced intersections. Platoon progression shall be accomplished through the internal logic of the controller. The logic shall provide for four (4) directions of transmitting (T) and receiving (R).

86.03.05A TRANSMITTER OPERATION (EACH CHANNEL)

- (1) Definition: "T-phase" = Transmit phase(s), the phase(s) that are related to the pulse generation.
- (2) It shall generate an individual output pulse through the inter-cabinet communications system to downstream cabinets at the beginning of the programmed events.
- (3) It shall have an individually programmable delay before output (0-255 sec.).
- (4) It shall be individually programmable for phase(s) which shall originate the pulse.
 - (a) Pulse shall originate at beginning of phase next for programmed phase(s).
 - (b) Pulse shall be inhibited on transition from one programmed phase to another programmed phase.
- (5) The controller outputs assigned by NEMA as pedestrian clearance outputs may be programmably assigned as the individual transmitter outputs.

86.03.05B RECEIVER OPERATION (EACH CHANNEL; MAY BE COMMON TO THE LOW PRIORITY PRE-EMPTION SEQUENCE)

- (1) Definition: "R-phase" = Receive phase(s), the phase(s) to be held.
- (2) Pulses may be received by either the inter-cabinet communications system or by discreet controller inputs (as selected by the user).
- (3) It shall have an individually programmable delay after receipt of pulse before activating the coordination sequence.
- (4) It shall have an individually programmable inhibit which shall inhibit response to received pulses (by time-of-day control, by manual control, by coordination plan, or by higher level pre-emption).

- (5) Upon receipt of the pulse, after the delay period has expired and if the programmed R-phase(s) are not green:
- (a) The controller, if enabled by user program, shall force off any individually selected phase except of timing pedestrian or minimum intervals.
 - (b) The programmed R-phase(s) shall be held if green. At the beginning of the hold period, the programmed phase maximum interval shall be reset. The maximum interval shall be reset only once per cycle. A programmable option shall be provided to allow clearing the lockout if demand did not exist on any opposing phase upon expiration of the delay. The hold period shall be adjustable from 0-100 seconds.

86.03.06 SYSTEM DETECTORS

Each detector shall be capable of being programmed for coordination sampling by volume and/or occupancy, traffic counting, or vehicle speed; and the information shall be available to the Traffic Operations Center system monitor.

86.03.07 TELEMETRY AND INTERCONNECT

The telecommunications system shall be an integral unit and provided with every controller. The telemetry system functions shall conform to the following.

- (1) Each controller shall be capable of operating within a telemetry system of interconnect operation and communicating with the Traffic Operations Center central computer via an Ethernet TCP/IP network.
- (2) Each controller shall have the capability to monitor status of intersection parameters and its performance; capability to diagnose malfunctions or no activity on various system functions, such as detectors, telemetry communication, intersection operations, and other available special functions. All diagnostic data and information generated shall be capable of being recorded and logged in by the remotely located Central Computer at the Traffic Operations Center. All diagnostic data and information shall be available for display on computer monitor and on printed report at the Traffic Operations Center central computer. Diagnostics shall be programmably selectable for report only or defined for action on failure.
- (3) The following functions, as a minimum, shall be programmably capable of continuous input to the system monitor.
 - (a) Each Phase Green.
 - (b) Each Phase Yellow.
 - (c) Each Phase Red.
 - (d) Each Phase Vehicle Call.
 - (e) Each Phase Walk.
 - (f) Each Phase Don't Walk.
 - (g) Each Phase Pedestrian Call.
 - (h) Each System Sampler detector.
 - (i) Each Local Coordination Counter.
 - (j) System Samplers volume and occupancy.
 - (k) System Sampler speed data.
 - (l) All programmed reportable events.

All data returned via telemetry from each system monitor shall be available to external software in real time. It shall be possible to control the operating mode of the system monitor from external software.

The following events shall be reported, programmably on request, at specified time, or on occurrence to the system monitor. Inputs shall be provided as necessary:

Detector failure (i.e. open shorted or intermittent loop).

- (a) Conflict monitor flash status change.
 - (b) Police/Maintenance panel flash status change.
 - (c) Signal lamp failure, (load change +/- 0.5 Amp).
 - (d) Street lighting lamp failure (load change +/- 0.5 Amp).
 - (e) Street lighting on/off.
 - (f) Cabinet door opened/closed.
 - (g) All preempt calls.
 - (h) Coordination status change (dial, offset, split, and if traffic responsive or time of day mode).
 - (i) Controller access (keyboard and modem).
 - (j) Power interruption (as defined in these Specifications).
 - (k) Loss of communications between local and master controllers.
- (4) Event log shall be able to store a minimum of last ten of events (event log shall be programmably resettable).
- (5) The maximum delay in the occurrence of a reportable event and the receipt of the report by the signal monitor system shall be no greater than three (3) minutes. The maximum delay in the update of information during real-time monitoring mode shall be no greater than one second for a system with six or fewer controllers connected to the master one.
- (6) Each controller shall provide an effective means of preventing misdirected data transfers. This may be accomplished by cabinet hardware addresses (each address bit shall be brought to a terminal strip) for each controller, by use of controller identification system which is part of the backup configuration data such as controller serial number, or by other effective means as approved by the Engineer.
- (7) Upload and download capabilities shall be provided as follows:
- (a) All data downloaded shall be verified for accuracy: error identification and correction of the error.
 - (b) All programmable features of the controller shall be downloaded except as approved by the Engineer. Any feature that would cause an unsafe condition may be deleted from downloaded data. Any data not included in the download will be identified both at the controller and at the signal monitor. Any data that is downloaded as above shall remain in the uploaded data. Uploaded data shall be verified against the database stored in the signal monitor and any differences shall be identified.

86.03.08 DATA LOGGING

The controller shall have programmable data collection capabilities separate from the time-base program requirements, as follows:

- (1) It shall provide traffic volume data at one (1) second resolution for programmably selected periods of 5, 10, 15, 30, 60 minutes.
- (2) It shall record data for the previous 24 hour (for 15 minute periods) before overwriting stored data (oldest data may then be overwritten). An effective means of reporting data to the Central Computer Center signal monitor shall be provided which shall enable continuous recording of data.
- (3) Any of the minimum sixteen (16) system detectors shall be programmable for traffic counting, or vehicle speed sampling and the information shall be stored in a log.

- (4) Logs of vehicle counts and average vehicle speed data shall have programmable sample periods (minimum 5, 10, 15, 30, 60 minute intervals).
- (5) The controller shall upload the data to the signal monitor and shall initiate a request to transfer data to the signal monitor in advance of any data loss.

86.03.09 COORDINATION SYSTEM

- (1) The coordination system shall have upload/download capability to change all settings. Additionally, it shall be capable of calculating all force-off points for phase termination, vehicle and pedestrian permissive periods and local split selection from intersection demand.
- (2) The coordination system shall provide offset correction, permissive period operation, remote MUTCD flash, manual override, coordinated phase actuated extension capability, and conditional service and re-service.
- (3) The coordination system shall programmably provide both conditional service and re-service as part of each coordination plan. Conditional service and re-service shall operate similar to free mode conditional service and re-service specified elsewhere in this specification, except that the conditional service may cross the barrier and may service more than one non-coordinated phase. The controller may programmably yield a second time within the same cycle when there is no conflicting coordinated phase detector call present. If a second yield occurs, it shall meet the coordination permissive and split requirements such that the guaranteed beginning of the coordinated phase is not altered and the coordinated phase actuated extension capability is maintained.
- (4) Coordination Plan Switches.
 - (a) Each controller shall be capable of operating forty eight (48) unique cycle plans and thirty-two (32) unique splits. These dial/split combinations shall be termed "Coordination Plans," and the combination of plan/split shall develop a minimum of 48 unique coordination plans.
 - (b) Each controller shall provide for smooth transition for cycle length, offset, or split changes. (Shall not go free as part of transition).
 - Correction shall be evenly distributed over all phases.
 - Amount of correction shall be individually programmable for each cycle. Programmable "shrink" and "expand" intervals shall be provided.
 - Phase sequence shall transition directly to the next programmed sequence without going free or other unusual sequencing.
 - If phase sequence is identical in next programmed sequence, then the sequence shall not change during the transition to the next coordination plan.
 - If phase sequence is not identical in the next programmed sequence, the new sequence shall take effect after serving any phase(s) across the barrier from the coordinated phase(s) and then returning to the same side of the barrier as the coordinated phase(s).
 - (c) Each coordination plan shall allow the selection by phase of:
 - NOT USED (Phase not active.)
 - COORDINATED PHASE (1 per ring only.)
 - MINIMUM RECALL (Any phase.)
 - MAXIMUM RECALL (Any phase.)
 - PEDESTRIAN RECALL (Any phase.)
 - PEDESTRIAN II TIMES (Any phase.)
 - FIXED PHASE (Release of a "FIXED PHASE" occurs at a fixed point in the coordinated cycle.)

- ACTUATED PHASE (Any phase not assigned another function switch.)

(5) Selection of these coordinated plan switches shall be by internal software and shall not require external hardware interfaces. These coordinated plan switches shall be alterable by software download from the Central Computer Center.

86.03.10 LOCAL COORDINATOR

The local coordinator shall be capable of:

- (1) Buffering downloaded data such that keyboard or down loaded data does not cause changes in current timing intervals but becomes effective on the next cycle.
- (2) Responding to programmed changes in current coordination plan with buffering as above.
- (3) Providing alternate sequencing capability:
 - (a) It shall be individually enabled as coordination plan options.
 - (b) It shall be individually selectable by time of day.
 - (c) It shall provide coordination of special phasing sequences without special or unusual programming considerations.
 - (d) It shall provide for implementation of non-concurrent left turn phases on coordinated streets.
- (4) Providing for display of master cycle position during free mode.
- (5) Providing coordination status bit outputs to indicate the current coordination plan in effect, and providing a synchronization output pulse.
- (6) Allowing free operation at any individual intersection in a coordination system control.

86.03.11 PREEMPTOR SYSTEM

- (1) The preemptor system function shall be an integral unit of and provided with every controller. The Preemptor System function shall conform with the following:
 - (a) The priority of preemption shall be as follows: starting with the highest priority, Train, then High Priority, then Low Priority. If the controller is serving a lower level priority and receives a call for a higher level preemption, the controller shall serve the higher priority preempt call.
 - (b) A cable for any train preemptor function shall be interlocked such that, if the cable is not connected to the preemptor, the intersection shall remain in the flash mode.
 - (c) Each preemption sequence (Train or any of the separate High Priority and Low Priority preemption sequences) shall have separate timing intervals.
 - (d) A decoded input to the Controller shall be provided to discriminate the priority of preemption for each of the four separate High Priority and Low Priority preemption sequences. The decoding shall be compatible with the existing equipment currently in use by the County with a steady state low level input indicating a high level input and a pulsing low level input indicating a low level input.
 - (e) Preemption sequences shall be programmable for each associated phase.
- (2) Each controller shall have a minimum total of nine (9) distinct preemption sequences to provide timing and logic for Train, High Priority, and low Priority preemptions. One (1) sequence is for the Train preemption, four (4) sequences are for the High Priority preemption and the other four (4) sequences are for the Low Priority preemption.
- (3) A priority status shall be assignable to each preemption sequence so that a Train preemption sequence can interrupt an in-process High Priority sequence which in turn can interrupt an in-process Low Priority sequence. This priority shall be assignable on a "first-come-first-serve" basis or in a specified order within the type of preemption.
- (4) High Priority Preemption (Emergency)

- (a) Upon acceptance of a High Priority call when the desired traffic signal display is being indicated, the controller shall hold the desired traffic signal display while terminating all conflicting pedestrian walk displays and then shall time appropriate pedestrian clearance intervals. The controller shall have the programmable capability to allow concurrent non-conflicting pedestrian movement to time normally, advance to the solid "DON'T WALK" display, or time pedestrian clearance interval.
- (b) Upon acceptance of a High Priority call requiring the controller to advance to the desired traffic signal display, the controller shall sequentially:
- Terminate all conflicting pedestrian "WALK" displays (both concurrent and non-concurrent) and have a programmable capability to terminate concurrent non-conflicting pedestrian "WALK" displays.
 - Service all vehicle and pedestrian clearance intervals for the priority phase(s) and have a programmable capability to terminate pedestrian clearance interval for the non-priority phase. Upon advancing to the priority phase, the controller shall have the programmable capability to allow concurrent non-conflicting pedestrian movement to time normally, advance to solid "DON'T WALK", or time pedestrian clearance interval.
 - Skip all intervening phases to obtain the desired traffic signal display.
- (c) Upon termination of a High Priority call, the controller shall inhibit further Low Priority call(s). The inhibit shall be removed at the beginning of green for the designated High Priority phase(s) after having completed full service of all non-designated High Priority phase(s) because of normal demand and then returning to the High Priority phase(s).
Calls shall not be placed on any non-priority phase as part of the preemption sequence except by normal demand or by user individually programmable option. Detector response during preemption shall be normal.
- (5) Low Priority Preemption.
- (a) Inputs and controls shall be provided to inhibit each individual Low Priority preemption sequence by internal time clock and by external input.
- (b) No Low Priority calls shall be processed while the controller is servicing:
- A conflicting pedestrian interval.
 - Another Low Priority preemption sequence.
 - A High Priority preemption sequence.
 - A Train preemption sequence.
 - Low Priority call is inhibited by latching as defined in these Specifications.
 - Low Priority call is inhibited by individual external input.
- (c) Upon acceptance of a Low Priority call when the desired traffic signal display is being indicated, the controller shall hold the desired traffic signal display until that the Low Priority call is terminated and the Low Priority minimum interval or Low Priority maximum interval has elapsed or a higher level preemption call is received.
- (d) Upon acceptance of a low priority call requiring the controller to advance to the desired traffic signal display, the controller shall sequentially:
- Time out the remaining balance of the conflicting phase's minimum green time setting.
 - Time out all conflicting non-concurrent pedestrian "WALK" displays.
 - Service all vehicle clearance and conflicting non-concurrent pedestrian clearance intervals for the active non priority phase(s).

- Skip all intervening phase(s) to obtain the desired traffic signal display.
 - Non-conflicting phases shall not be forced off nor skipped. The concurrent non-conflicting phase(s) shall be allowed to time normally after the desired traffic signal has been displayed. The concurrent non-conflicting phase(s) shall be served by demand and shall not be held or served by the preemption sequence.
 - If the low priority call should cease before the desired traffic signal display is obtained, the controller shall advance to and hold the desired traffic signal display for a programmable minimum interval adjustable from 0 to 25 seconds.
- (e) Upon termination of a Low Priority sequence the controller shall inhibit further Low Priority preemption call(s).
- The Low Priority preemption inhibit shall be removed at the beginning of green for the designated Low Priority phase(s) after having completed full service of all non-designated Low Priority phase(s) and then returning to the Low Priority phase(s) because of normal demand.
- (f) Calls shall not be placed on any non-priority phase as part of the preemption sequence except by normal demand or by user individually programmable option. Detector response during preemption shall be normal. Preemption operation and status indicators for each preemption sequence shall be provided on the face of the controller including non-conflicting concurrent phase(s). The display shall indicate the complete status of the preemption sequence including all timing intervals. Controller display shall reflect field display.

86.03.12 TIME-OF-DAY-CLOCK

The Time-of-Day Clock function shall be an integral unit and provided with every Controller. The Time-of-Day Clock function shall conform to the following:

- (1) Daylight savings time adjustment shall be provided. Date of adjustment shall be programmable for twice-a-year change of date.
- (2) Automatic leap-year adjustment shall be provided.
- (3) A minimum of 150 programmable events shall be provided. Events shall be programmable for year, date, hour, and minute and shall have a minimum repeatable accuracy of one second. Events shall have a minimum programmability for repetition as one time, weekdays, weekend, everyday, or selected days.
- (4) Eight (8) special function outputs shall be provided and be programmable for any intended use. Each output shall conform with the same requirements as NEMA specified outputs.
- (5) Manual control of all special function outputs shall be provided via keyboard entry which shall override program control of the outputs.
- (6) The Time-of-Day Clock function shall override system functions but shall not override manual functions.
- (7) The Status of the special function outputs shall be capable of being displayed by the controller.
- (8) The following functions, minimally, shall be programmable internally by the time of day control: any coordination mode, MUTCD Flash, any phase Minimum recall, any phase Maximum recall, any phase soft recall, any alternate time periods (Max 2, Max 3, Ped. 2), any phase conditional re-service, Dual entry, Red rest, Low priority inhibits, Dimming enable, Detector fail table parameters.
- (9) HOV (High Occupancy Vehicle) Signal Control shall conform with the following:
 - (a) Six (6) of the Special Function outputs shall be used.

- (b) Two (2) standard load switches shall be used to provide six (6) outputs for remote activation of sign controls. These load switches shall be sources from an individual circuit breaker, shall not be wired to the flash bus and shall be individually fused.
- (10) Each controller shall be capable of operating in a non-interconnected (time based) coordination mode controlled by Time of Day Clock. The digital clock shall use the 60Hz power line frequency as a time base and shall be provided with a lithium battery or other effective means for backup power capable of maintaining the operation of the clock for 1 year of continuous operation and with a battery life of eight years before required replacement.

86.03.13 (BLANK)

86.03.14 COMMUNICATIONS

(1) Communications between controllers shall:

- (a) Be via fiber-optic cable or, when specified, no more than two (2) pairs of existing twisted shielded conductors.
- (b) Provide for proper suppression of noise and sufficient signal strength and clarity such that communications is easy under high background noise conditions.
- (c) Use Ethernet TCP/IP network. Controllers shall be equipped with the following on the controller front panel:
- A minimum of two (2) RS-232 ports and an FSK port. These ports are keyboard programmable with selectable baud rates from 300 to 57.6K with full and half duplex options.
 - A RS-485 SDLC Bus Interface Port is provided for all TS2 applications.
 - An Ethernet port RJ45 with female 8-pin connector TCP/IP at 10/100MBPS.

86.03.15 CONTROLLER CABINET

86.03.15A CABINET CONSTRUCTION

Controller cabinet shall be County standard Type P conforming to the requirements in SSS Section 86-3.04A "Cabinet Construction," and 86-3.04B "Cabinet Ventilation," State Standard Plan No. ES-3A, except the following:

- (1) Cabinet and doors shall be fabricated of 1.8 mm (0.073-in.) minimum thickness cold rolled steel.
- (2) Cabinet shelves shall provide spaces with minimum dimensions of 300 mm high by 480 mm wide by 300 mm deep (12 in. x 19 in. x 12 in.).
- (3) Painting of cabinet shall be as specified in CSS Section 86.02.15 "Painting."
- (4) All equipment and modules shall be secured when properly installed. Vibration and minor shaking of the cabinet shall not cause any equipment or module to become dislodged from its proper position nor its operation to fail.
- (5) When Caltrans standard steel cabinets are specified, they shall conform with the following:
 - (a) The controller assembly design shall be submitted as specified in CSS Section 86.01.04C "Controller cabinet Submittals."
 - (b) All functions of the County standard controller assembly shall be maintained. All equipment shall operate in the County closed loop system and with the existing County signal monitor system.
 - (c) All equipment shall be interchangeable with the equipment specified for the County standard controller assembly.
 - (d) Adapter cables and/or connectors shall be provided and attached in the cabinet to convert from the County standard controller and conflict monitor to the basic functions

of the Caltrans 170 controller and conflict monitor. Any other functions requiring adaptation to convert the supplied cabinet to Caltrans standard control equipment shall be provided. The functions of the County Standard controller assembly shall not require adaptors.

86.03.15B CABINET WIRING

Wiring shall conform to the requirements in CSS Sections 86.01.04C "Controller Cabinet Submittals," and 86.02.09 "Wiring," SSS Section 86-3.04C "Cabinet Wiring," and the following.

- (1) All of the input-output terminations specified in Section 3 of NEMA Publication TS 2-2003 v02.06, Type 2 Controller Unit, shall be brought to an external terminal via the regular controller connector and wiring harness. The pin used for each function shall be the pin used for the same function on all similar model controllers of the same manufacturer.
- (2) All wires terminating on a terminal strip shall be neatly dressed with adequate service loop.
- (3) All solid conductors installed in the cabinet (such as component pigtails), when a crimp connector is applied, shall be soldered.
- (4) All equipment connecting cables shall have full length conductors on each connector pin. All unused or spare conductors that are not required by these Standard Specifications or to be terminated, shall be identified with the connector origin and appropriate pin number or letter. All equipment cables shall be protected by sleeves. Nylon wire ties shall not be used to lace cables.
- (5) All cabinet conductors that are terminated shall be identified with a label within 25 mm (1 inch) of its attachment to the terminal and litho labeling is permitted on rear side of load bay. The label shall identify the point of origin of the conductor and shall be referenced to the cabinet print callouts.
- (6) No more than three wires shall be attached to the rear of each terminal of a feed-through type terminal block, and it shall be possible to alter or interrupt any and all equipment and terminal interconnections at the front of aforementioned terminal block(s). Jumpers shall be allowed on the rear of terminals in order to bus logic power, logic grounds, and other signals for multiple distribution to front mounted terminations.

86.03.15C CABINET ACCESSORIES

The following accessories or features shall be provided and included as part of the controller cabinet assembly:

- (1) A two position "Stop Time Auto-Manual" switch shall be provided stop time of the controller unit when the police panel "Flash-Auto" switch is placed into the "Flash" position. When placed in the "Manual" position, the controller unit will be stop timed. The "Stop Time Auto-Manual" switch shall not have an off position. A separate "Stop Time Disable" momentary pushbutton switch shall be provided near the "Stop Time Auto-Manual" switch to interrupt all stop timing input to the controller unit.
- (2) An "Equipment Power On-Off" switch shall be provided on the control panel to disconnect power to all equipment in the cabinet except the vehicle flasher circuit, which shall remain operable.
- (3) A "Controller Unit On-Off" switch shall be provided on the maintenance panel. It shall remove power from both the controller unit and the conflict monitor.
- (4) The cabinet lighting fixture "On-Off" switch shall be a toggle switch type conforming to SSS Section 86-3.04E(1) "Toggle Switches". The light fixture shall be mounted on the inside control panel and equipped with a door switch to shut off the cabinet light when the door is closed.

- (5) A transparent, easily removable cover over the face, top and sides of the cabinet power panel to prevent accidental contact with energized electrical parts shall be provided. The cover shall be at least 3 mm (0.125 inch) thickness material. Access holes of approximately 13 mm (1/2in.) diameter shall be provided in the cover to allow access to the terminal lugs of the signal contactor, lighting contactor, and the circuit breakers.
- (6) Guards shall conform to the following:
 - (a) Guards shall be provided over all circuit breakers to prevent accidental manual tripping of the breaker. The guard shall not interfere with the normal operation of the breakers, and shall not inhibit visual confirmation of any ratings, markings, or the operational status of the breakers.
 - (b) Guards shall be provided to protect against damage to all rear and side mounted equipment by shelf mounted equipment.
 - (c) Guards shall be provided to protect the door mounted maintenance panel switches from accidental actuation.

86.03.15D AUXILIARY EQUIPMENT

The following auxiliary equipment shall be provided.

- (1) The load bay shall be fastened with hinges near the bottom rear of its point of attachment to the cabinet. It shall be possible, by removing no more than two (2) fasteners at the top of the rack, to swing the rack downward and gain access to the rear of the rack and its wiring. The lowest portion of the load bay or any part thereof, including any field conductor terminal blocks attached to it, shall be at least 150 mm (6 in.) from the cabinet bottom when in the down position and nor more than 300mm (12 in.) from the cabinet bottom when in the upright position.
- (2) Load switches shall be securely supported by a well braced metal bar or shelf located underneath the load switches. The support shall not interfere with load switch convection cooling or with full utilization of the load switch handle to facilitate the insertion and removal. The front portion of the support shall contain the phase/function label(s) for the load switches. The labels shall be visible while either standing or kneeling in front of the cabinet. All load switches shall be of solid state design and shall be provided with LED indicators of the input and output status.
- (3) Conflict monitors shall conform to Section 3 of NEMA Publication TS 2-2003 v02.06, Type 2 Controller Unit; and the following.
 - (a) Type 12 monitor with twelve (12) fully programmable input channels shall be used.
 - (b) The monitor shall have the capability to detect the absence of phase color, switch failure, no lamp load conditions and more than one color (R, Y, or G) being on at the same time for each channel. It shall also be capable to detect short clearance intervals for each phase. The minimum interval shall be fixed at 2.5 seconds or shall be adjustable between 2.5 seconds and 2.8 seconds.
 - (c) Conflict monitors are required to monitor voltage levels per NEMA standards regardless of sensed voltage phase shift with respect to cabinet voltage. This shall include 180 degree out of phase shift with respect to cabinet voltage.
 - (d) Conflict monitors shall not latch upon the failure of the Controller Voltage Monitor (NEMA CVM) output; however, conflict monitors shall latch upon failure of either 24 volt monitor circuit.
 - (e) The conflict monitor shall monitor both the controller 24 VDC power supply and the auxiliary power supply. The 24 volt monitor shall operate as follows:

- If the monitoring device places the signals into flashing operation because of activation of either +24 VDC monitoring circuit, the flashing operation shall lock-in and shall release only upon operation of a reset switch and restoration of the proper +24 VDC levels. If a complete power failure to the controller assembly occurs after the monitoring device has placed the signals into flashing operation because of activation of either +24 VDC monitoring circuit, the flashing operation may release if proper +24 VDC levels exist when power is restored.
 - Circuitry to provide this feature shall be fully contained within the conflict monitor unit.
 - In no case shall a complete power failure to the controller assembly, which was functioning properly and in normal or "automatic" mode prior to the power failure, cause the signals to be in flashing operation, due to false or erratic operations of the aforementioned circuitry, after restoration of power.
 - All conflict monitor wiring for channel assignments to field indications shall be connected only to the field terminal block(s), not to the rear of load switch sockets.
 - The conflict monitor logic power shall be furnished by the controller power switch. The power to the conflict monitor relay shall be furnished from the unswitched main power.
- (4) An auxiliary, series-regulating type power supply shall be installed to provide power to load switches, detectors, indicators, relays, external logic and other required equipment. The auxiliary power supply shall conform to the following:
- (a) It shall be shelf-mounted, plug removable and provide positive 24 (\pm 0.5) volts DC output with one (1) percent regulation or better over an AC line voltage variation from 95 to 135 volts and from no-load to full-load. Current capability shall be from four (4) to five (5) amperes continuous, and with less than 0.5 volts peak-to-peak ripple.
 - (b) The fuse shall be provided and located on the power supply. Fuse shall be accessible for checking and/or replacing without removing the case.
 - (c) It shall be contained in a protective housing. The connector on the power supply shall be a MS 3102A-18-1P, keyed standard, and the pin callout shall be as follows:

<u>PIN</u>	<u>FUNCTION</u>
A	120 VAC Neutral
B	-24 VDC Negative (DC-)
C	120 VAC (Hot)
G	+24 VDC Output
H	Chassis Ground

- (5) Two (2) convenience outlets shall be provided in each cabinet, conforming to the requirements in SSS Section 86-3.04D(2) "Convenience Receptacle" and the following:
- (a) It shall be located on the interior left side of the cabinet wall and approximately 460 mm (18 inches) to 1 M (40 inches) from the base of the cabinet. Devices plugged into the convenience outlet shall not be damaged or interfered by the cabinet door movement.
 - (b) It shall be equipped with ground fault circuit interrupter (GFCI) protection.

- (6) All isolators, interfaces, cables, and related equipment for pedestrian circuitry, telemetry, and preemption systems shall be provided regardless of whether those systems will be provided. The optical discrimination module shall only be provided when specified.
- (7) When HOV sign controls are specified in the special provisions, the controller cabinet shall contain two (2) 15 amp. circuit breakers and two (2) load switches contained in the load bay to power and control the two (2) separate and remote NEMA Type F cabinets.

Wiring for HOV sign control in controller cabinet and Type F cabinet shall conform to the Contract Documents.

86.03.15E DETECTOR CARD RACK AND DETECTOR TERMINATION PANEL

(1) Detector Card Rack

- (a) Each controller cabinet shall be provided with two TS2 rack-mount card racks, capable of providing 64 channels of loop detection :
- The first card rack shall be able to accommodate up to 32 channels and provided with integrated slots for:
 - Two (2) BIUs,
 - Eight (8) four-channel TS2 detector cards, and
 - One (1) dual Emergency Vehicle Preemption (EVP) detector. One EVP slot shall operate channels A, B, C, D and the other shall operate channels C and D.
 - The second detector rack shall be able to accommodate an additional 32 channels and provided with integrated slots for:
 - Two (2) BIUs, and
 - Eight (8) four-channel TS2 detector cards.
- (b) Detector card racks shall have a rigid aluminum frame and shall have slots set in a modular fashion such that the PCB edge connectors shall plug into the rear while sliding between top and bottom card guides for each module. Mounting flanges shall be provided and be turned outward for ease of access. Detector card racks shall be bolted to and unbolted from the cabinet shelf using simple tools.
- (c) All wiring to the racks shall be labeled and neatly run to other parts of the cabinet and detector termination panel.
- (d) Card rack slots shall be numbered 1 to 16 from left to right when viewed from the front of the rack. A flange shall be provided on the top and the bottom of the rack to label each individual channel.
- (e) Detector card racks shall be powered by an external DC power supply.
- (f) Rack chassis ground shall be bussed to a common point and wired to the detector panel.
- (g) Rack logic ground shall be bussed to both the controller logic ground and the external logic ground at a common point and wired to the detector panel.
- (h) Data address for the detector channels shall be according to TS 2.

(2) Detector Termination Panel

The controller cabinet shall be provided with a loop detector termination panel mounted in the interior right side of the cabinet. The detector panel shall meet the following:

- (a) Detector termination panel shall provide for all connections between detector loops installed in the street and detector amplifiers.
- (b) Detector termination panel shall be constructed of 3.2 mm / (1/8 in.) thick aluminum.

- (c) Detector termination panel shall contain a 76 mm (3 inches) horizontal slot in each corner to accommodate 6 mm (1/4 inch) mounting bolts.
- (d) All inputs from the loops shall be brought through posted 10/32 inch X 5/16 inch binder screw terminals or 8/32 inch X 5/16 inch binder screw terminals.
- (e) Each loop pair shall be protected by lightning surge suppressor. The suppressors shall be mounted to the back of the panel using feed-through screw terminals.
- (f) Detector terminals shall each have a test switch such that when the switch is closed, a call is placed upon that detector input. The test switch shall be on momentarily.
- (g) A chassis ground bus bar shall be provided on the panel and connected to the cabinet by an insulated braided copper ground strap. The strap shall be bonded to the cabinet.
- (h) The detector termination panel shall provide connection points for :
 - External 24V power supply,
 - Loop inputs,
 - Logic ground, and
 - Chassis ground bus.”

SEC. 86.04 TRAFFIC SIGNAL FACES AND FITTINGS

- Section 86.04.01 “Vehicles Signal Faces” (on page 312) is amended to read as follows:

“Vehicle signal faces shall have metal signal sections conforming to SSS Section 86-4.01 “Vehicle Signal Faces.”

Visors shall be full circle and metal type conforming to SSS Section 86-4.01C “Visors.”
Louvers shall not be used unless specified in the Contract Documents.”

- Section 86.04.02 “Backplates” (on page 312) is amended to read:

“Backplates shall be furnished and installed on all signal faces. Backplate shall be made of aluminum and installable from the front of the signal head and conform to the requirements in SSS Section 86-4.04 “Backplates” and State Standard Plan ES-4C.

The use of plastic backplates will not be accepted.”

- Section 86.04.03 “Signal Mounting Assemblies” (on page 313) is amended to read as follows:

“Signal mounting assemblies shall conform to CSD E/3A and the requirements in SSS Section 86-4.04 “Signal Mounting Assemblies” except that terminal compartments, post top adapters, and plain side pole mounts shall be cast bronze. “Clam Shell” mounts shall not be used.”

- Section 86.04.04A “Pedestrian Signal Faces” (on page 313) is amended to read as follows:

“Pedestrian signal faces shall conform to the requirements in SSS Section 86-4.03 “Pedestrian Signal Faces” except the following:

- (1) Message symbols for pedestrian signal faces shall be white “WALKING PERSON” and side-by-side Portland orange “UPRAISED HAND” with “COUNTDOWN NUMBER” as specified in Section 86.04.05 “Light Emitting Diode (LED) Signal Modules”.”

- Section 86.04.05 “Signal Lamps” (on page 314) is amended to read as follows:

“86.04.05 LIGHT EMITTING DIODE (LED) SIGNAL MODULES

86.04.05A LED VEHICULAR SIGNAL MODULE

(1) General

- LED vehicular signal modules shall be of 200 mm (8 in.) and 300 mm (12 in.) red, yellow, green circular indications and 300 mm (12 in.) red, yellow and green arrow indications, designed to be installed as a retrofit in the door frame of existing standard traffic signal housing.
- LED vehicular signal modules shall be from the same manufacturer and each size shall be the same model.
- Each LED vehicular signal module shall come as a sealed unit with 2 conductors for connecting power, a printed circuit board, a power supply, a lens with gasket, and shall be waterproof after installation and connection. The circuit board and power supply shall be contained inside the LED module. Circuit boards shall conform to Chapter 1, Section 6, of Caltrans-published “Transportation Electrical Equipment Specifications.” Conductors shall be 1 M (3 feet) in length with terminals attached.
- Connections of LED vehicular signal module shall be to the terminal block in the signal face or shall utilize an adapter that screws into the medium base lamp socket. Contacts shall be brass. Splices shall not be allowed.
- The lens of the LED vehicular signal module shall be clear and transparent, integral to the unit, shall be convex with a smooth outer surface, and be made of UV stabilized plastic or glass. The lens and shell materials shall be capable of withstanding UV (direct sunlight) exposure for a minimum of 60 months without exhibiting evidence of deterioration.
- The LED vehicular signal module shall be sealed in the door frame with a one-piece ethylene propylene rubber (EPDM) gasket.
- The LED shall utilize Aluminum Indium Gallium Phosphate (AlInGap) technology for red, amber and yellow indications, and Gallium Nitride (GaN) technology for green indications, and shall be the ultra bright type or equivalent rated for a minimum of 100,000 hours of continuous operations from -40°C (-40°F) to +74°C (+165°F).
- The individual LED shall be wired such that physical damage or the failure of one LED will result only in the loss of light of the damaged or failed LED.
- LED vehicular signal modules shall not exceed the following power consumption requirements:

LED VEHICULAR SIGNAL MODULE	25° C (77°F)	74° C (165°F)
12-inch Circular	25 W	30 W
8-inch Circular	15 W	18 W
12-inch Arrow	15 W	18 W

- LED vehicular signal modules shall be rated for a minimum useful life of 60 months.
- (2) Physical and Mechanical Requirements
- LED vehicular signal modules shall be designed as retrofit replacements for optical units of standard traffic signal sections and shall not require special tools for installation. LED vehicular signal modules shall fit into existing traffic signal section housings, built

in conformance with the requirements in the ITE publication ST-017B “Vehicle Traffic Control Signal Heads”, without modification to the housing.

- (b) Installation of LED vehicular signal modules shall not require the removal of material in the traffic signal section except the optical unit components (i.e., lens, gaskets, lamp, lamp socket and reflector). Installed LED vehicular signal modules shall fit securely in the door frame and shall be watertight.
- (c) LED vehicular signal modules shall have a maximum weight of 1.8 kg (4 pounds).
- (d) The lens of LED vehicular signal modules shall be tinted and, if made of polymeric material, shall have a front surface coating or chemical surface treatment for abrasion resistance.
- (e) LED vehicular signal modules shall be single, self-contained devices, not requiring on-site assembly for installation into existing traffic signal housing.
- (f) Each LED vehicular signal module shall have the manufacturer’s name, trademark, model number, serial number, lot number and the month and year of manufacture, nominal operating voltage, power consumption and wattage, permanently marked on the back of the module.
- (g) LED vehicular signal modules shall be operationally compatible with Naztec TS2 controller assemblies (solid state load switches, flashers, and conflict monitors).
- (h) LED vehicular signal modules shall meet the following test standards and operating specifications:

<u>TEST TYPE/PARAMETER</u>	<u>STANDARDS/SPECIFICATIONS</u>
Luminous Intensity	ITE VTCSH (Vehicle traffic Control Signal Head) Standard Part 2
Chromaticity	ITE VTCSH Standard Part 2
Moisture Resistance	NEMA Standard 250 Type 4 Enclosure
Mechanical Shock/ Vibration	MILITARY Standard 883 Method 2007
Electronic Noise	FCC Title 47 Sub. B Sec. 15
Transient Voltage Protection	ITE VTCSH Standard Part 2
Controller Compatibility	NEMA TS-2
Operating Temperature Range	-40°C (-40°F) to +74°C (+165°F)
Operating Voltage Range	80 V(AC) to 135 V(AC) @ +/-60 Hz
Power Factor	>90%
Total Harmonic Dispersion	<20%
Voltage Turn-off	45 V
Wiring	600 V, 20 AWG Minimum , Color Coded with Strain Relief, NEC Compliance for Service at or >105°C (221°F)

86.04.05B LED COUNTDOWN PEDESTRIAN SIGNAL MODULE

(1) General

- (a) Countdown pedestrian signal indication shall fully comply with the requirements of the California Manual of Uniform Traffic Control Devices (CA MUTCD) and as specified hereinbelow.
- (b) Countdown pedestrian signal indication shall come as a single, self-contained LED module with enclosed power supply and electronic components and wiring for final connection. The module shall be readily to be installed into existing pedestrian signal housing without modification to the existing housing.

- (c) Installation of a countdown pedestrian signal module shall only require the removal of existing optical unit components (i.e., lens, lamp module, gaskets and reflector in an incandescent lamp model or existing retrofit non-countdown LED module model) and direct connection to existing electrical wiring without supplemental wiring. The module shall fit securely in the housing and the entire installation assembly shall be weather tight.

(2) Physical & Operating Characteristics

(a) Size

- Message bearing surface shall have a nominal size of 16 inches high by 18 inches wide.
- Message bearing surface shall have an overlaid LED-filled WALKING PERSON/UPRAISED HAND symbols and a dual row of 9-inch high LED-filled counting NUMBER symbol.

(b) Materials

- Lens and shell materials shall be UV-stabilized polycarbonate conforming to ASTM specifications.
- Enclosures containing the power supply and electronic components shall be made of UL94VO flame retardant material.
- LEDs for UPRAISED HAND and NUMBER symbols shall be Portland Orange color AllnGap type.
- LEDs for WALKING PERSON shall be White Lunar color InGaN type, conforming to the ITE PTCSI Standard Part 2.

(c) Identification

Module shall be identified on the backside with:

- Manufacturer's name, trademark, model number, serial number, lot number and the month and year of manufacture.
- Operating characteristics such as nominal operating voltage, power consumption and wattage.
- UP ARROW symbol or word UP or TOP for correct orientation of the module inside the signal housing.

(d) Environmental Requirements

- Module shall be rated for use in the ambient operating temperature range of -40°C (-40°F) to +74°C (+165°F).
- Moisture resistance shall comply with NEMA Standard 250 - 1991 Type 4 Enclosures.
- Module lens shall have a smooth surface on the outside to reduce dust and dirt collection.
- Module shall include an installed gasket for a weather tight installation.
- Module shall be capable of withstanding mechanical shock and vibration in accordance with MILITARY Standard 883 Method 2007.

(e) Electrical Requirements

- Wiring shall comply with the National Electrical Code.

- Module circuitry shall voltage surge protection to withstand high-repetition noise transient and low-repetition, high-energy transients as per ITE PTCSI Standard Part 2 and NEMA Standard TS2 – 1992 Section 2.1.6.
- Electronic noise emission from LED module and on-board circuitry shall conform to the regulations of Federal Communications Commission (FCC) Title 47, Subpart B, Section 15.
- LED module shall operate over a voltage range between 80 V to 135 V on a 60 \pm 3 Hertz AC line power. LED module circuitry shall prevent perceptible flicker at less than 100 Hz over the entire voltage range. The fluctuations of line voltage shall have no visible effect on the luminous intensity of the indications. Rated voltage for measurements shall be 120 VAC.
- There shall be no illumination from the module when the applied voltage (low voltage turn-off) is less than 45 VAC.
- LED module shall provide a power factor of 90% or greater while operating throughout the temperature range as specified in Section (2)(d) hereinabove.
- Total harmonic distortion shall not exceed 20% while operating throughout the temperature range as specified in Section (2)(d) hereinabove.
- Fluctuation in the line over the voltage range shall not affect luminous intensity by more \pm 10%.

(f) Operating Requirements

- LED module shall be rated for a minimum useful life of 60 months.
- Failure of a single LED in the UPRAISED HAND, WALKING PERSON and/or COUNTDOWN 2-DIGIT NUMBER symbols shall result in loss of light from only that LED and not result in loss of light of remaining LEDs.
- LED module shall be operationally compatible with Naztec TS2 controller assemblies (solid state load switches, flashers, and conflict monitors).
- LED module shall automatically adjust to the programmed intervals of the traffic controller.
- LED luminous intensity, when measured normal to the plane of the symbol surface shall be:

<u>SYMBOL</u>	<u>BRIGHTNESS INTENSITY (MIN.)</u>
WALKING PERSON	2,200 cd/m ²
UPRAISED HAND & COUNTDOWN NUMBER	1,400 cd/m ²

LED luminous intensity shall meet or exceed 85 % of the value indicated for the corresponding symbol after 60 months of continuous use over the temperature range, as specified in Section (2)(d) hereinabove, in a signal operation.

- Maximum power consumption for each symbol shall be as follows:

<u>SYMBOL</u>	<u>25° C (77° F)</u>	<u>74° C (165° F)</u>
UPRAISED HAND	10 W	12 W
WALKING PERSON	9 W	12 W
COUNTDOWN 2-DIGIT NUMBER	8 W	11 W

- LED module shall be capable of 3 modes of operations which are set by means of a built-in waterproof toggle switch:
 - Mode 1: Countdown during the Clearance sequence,
 - Mode 2: Countdown during the Walk + Clearance sequences,
 - Mode 3: Countdown feature off allowing for only Upraising Hand/Walking Person operation.”

SEC. 86.05 DETECTORS

- Section 86.05.01 “Detector Units” (on pages 314-316) is amended in its entirety to read as follows:

“86.05.01 DETECTOR UNITS

Detector units shall conform to the requirements in Section 15 “Inductive Loop Detectors” of the NEMA Standards for Traffic Control Systems (Publication No. TS 2-2003 v02.06) and the following:

- (1) Sixteen (16) detector modules shall be provided with each cabinet.
 - (2) Detectors shall be four (4) channel units with a maximum width of 28.4 mm (1-1/8 in.) in width.
 - (3) Each detector channel shall have both a standard selectable pulse/presence output with delay and extension capabilities. Individual delay and extension timers (minimum of 0-31 seconds delay and 0-15 seconds extension).
 - (4) Each detector module shall provide a loop fail diagnostic output. This output shall become true upon detection of an open loop, shorted loop, or sudden unusual change in loop inductance.
 - (5) Transformer isolation of the loops shall be provided.
 - (6) Detector unit shall be digital in design, using digital timing.
 - (7) A minimum of nine (9) selectable sensitivity levels shall be provided.
 - (8) A minimum of eight (8) selectable operating frequency ranges shall be provided.
 - (9) A LCD display type indication shall be provided on the front panel of the operating status, (active output, delay timing, extension timing, loop failed).
 - (10) All controls for frequency (crosswalk control), mode (pulse or presence), and sensitivity shall be located on the front of the detector unit.
 - (11) Detector shall be self-tuning.
 - (12) Detector performance characteristics shall conform to the following:
 - (a) Sensor units shall provide an output true condition for each vehicle passing through the response area of the loop at speeds up to 120 km/h (75 mph) and shall also provide an output true condition of at least three (3) minutes duration when a vehicle is occupying the response area of the loop.
 - (13) Detector card edge pins 1, 2, 3, and 10 shall be isolated from all other pins and circuitry on the detector card.”
- Section 86.05.02 “Detector Rack” and its sub-sections 86.05.02A “Use Options,” 86.05.02B “Detector Output Program Cards,” and 86.05.02C “Others” (on pages 316-318) are deleted in its entirety. Refer to Section 86.03.15E “Detector Card Rack and Detector Termination Panel.”
 - The first paragraph in Section 86.05.03 “Detector Loop Materials” is amended to read as follows:

“Inductive loop detector materials shall conform to the requirements in SSS Section 86-5.01A(3) “Construction Materials” and the following.”
 - Section 86.05.04 “Detector Loop Installation” (on page 318) is amended to read as follows:

“The installation of inductive loop detectors shall conform to the requirements in SSS Section 86-5.01A(4) “Installation Details,” on CSD E/5A and the following:

- (1) Detector loops homeruns shall not cross more than two (2) traffic lanes before entering the handhole.
- (2) Detector lead-in cables between pull box (immediately adjacent to the detector handhole) and controller cabinet shall run continuously and shall be unspliced throughout the length of the conductors.
- (3) Detector loops shall have diamond or circular configuration conforming to CSD E/5A.
- (4) The sealant for filling slots shall be asphaltic emulsion sealant for asphaltic concrete pavement application and hot-melt rubberized asphalt sealant for Portland cement concrete pavement; both as specified in the State Standard Specifications.

Work on detector loop shall be measured and paid for at the Contract unit price for detector loop furnished and installed complete in place, including pavement sawcut and restoration. Work on detector handhole and pull box shall each be measured and paid for at the Contract unit prices for each type furnished and installed complete in place including furnishing and installing conduit connecting the handhole and pull box.”

SEC. 86.06 LIGHTING

- The first paragraph in Section 86.06.02 “Photoelectric Controls” is amended to read as follows:

“Photoelectric control shall be Type II consisting of a remote photoelectric unit, a separate contactor and a test switch meeting the requirements in SSS Section 86-6.11 “Photoelectric Controls” and the following.”

SEC. 86.07 REMOVING, REINSTALLING OR SALVAGING SIGNAL/ELECTRICAL EQUIPMENT & FACILITIES

- Section 86.07 “Removing, Reinstalling or Salvaging Signal/Electrical Equipment & Facilities” (on page 321) is amended to read as follows:

“86.07 REMOVING, REINSTALLING, DISPOSING AND/OR SALVAGING SIGNAL/ELECTRICAL EQUIPMENT

The work specified in this section shall conform to SSS Section 86-7 “Removing, Reinstalling or Salvaging Electrical Equipment” and the following.

86.07.01 ABANDONED FOUNDATIONS

Signal and luminaire standard foundations to be abandoned shall be removed to a depth of not less than 500 mm (1.5 ft.) below the finished grade of the adjacent roadway pavement regardless of the foundation location. Cabinet foundations shall be removed completely. Holes resulted from the removed foundation shall be treated as follows:

- (1) At locations where no pavement structural section exists, structural sand, as specified in SSS Section 19-3.025B “Sand Bedding”, shall be used in backfilling and top finished section shall match in kind and conform to adjoining finished grade. Placement of backfill material shall conform to the requirements in SSS Section 19-3.06 “Structure Backfill.”
- (2) At locations with an existing pavement structural section, a 500 mm (1.5 feet) full depth asphalt concrete, as specified in SSS Section 39 “Hot Mix Asphalt,” shall be installed to match with existing grade of surrounding pavement section. Top finished section such as in traffic islands shall match in kind and conform to adjoining finished grade.

86.07.02 REMOVAL & STORAGE OF SALVAGED EQUIPMENT

Light and signal standards, signal frameworks, miscellaneous equipment and materials when specified by the Contract Documents to be salvaged, traffic signal controller and fiber-optic communication assemblies, battery backup system assemblies, and Type III-AF service assemblies, and LED signal modules shall be delivered by Contractor to the following address prior to the final acceptance of the Project:

Santa Clara County East Yard
1505 Schallenberger Road
San Jose, CA 95131

Signal heads shall be disassembled from their frameworks. Visors and backplates shall be disassembled from signal heads. Frameworks, and pedestrian push buttons, signs, and bands shall be removed from signal standards. All non built-in wiring shall be removed from salvaged equipment or materials. Care shall be taken to insure that equipment is returned in an undamaged condition.

The Contractor shall be responsible for the damage, loss, and interim storage of all salvaged materials and equipment until delivered and accepted by the Engineer at the specified site. Salvaged materials and equipment shall remain the property of the County.”

The removal and disposal and/or salvage of signal/electrical equipment specified in this Section 86.07 will be compensated at the Contract lump sum price for removal and disposal and/or salvage of electrical equipment as indicated in the Contract Documents. Unless indicated otherwise in the Contract Documents, the reinstallation of existing equipment shall be considered as incidental and its compensation will not be made separately and shall be considered as included in the Contract price for the appropriate item of work.

SEC. 86.10 MEASUREMENT AND PAYMENT

- Section 86.10 “Measurement and Payment” (on page 323) is replaced with Section 86.10 “Battery Backup System” and Section 86.11 “Measurement and Payment” as follows:

“86.10 BATTERY BACKUP SYSTEM

The Battery Backup System (BBS) shall be provided for all new LED signal system installations and retrofits of existing LED signal systems. It shall provide emergency temporary power to maintain signal operations in the event of utility power failure or interruption.

86.10.01 BBS MINIMUM REQUIREMENTS

- (1) The BBS shall conform to the requirements of the latest Caltrans Transportation Electrical Equipment Specifications (TEES), Chapter 4 – Specifications for Battery Backup System and the following.
- (2) The BBS shall be designed for outdoor applications in accordance with the latest Caltrans Transportation Electrical Equipment Specifications (TEES), Chapter 1 - Electrical Equipment General Specifications.
- (3) The BBS shall be capable of providing instant and reliable emergency battery power to the vehicle and pedestrian traffic signal control system in the event of power failure or interruption.
- (4) The BBS shall be capable of providing power for full run-time operation of a signalized intersection equipped with vehicle and pedestrian LED signal indications or for flashing-mode operation of an intersection using red LED signal indications. The minimum duration for the full run-time operation is specified hereinbelow.

(5) BBS Assembly

The BBS assembly shall be comprised of, but not be limited to, the following:

- Inverter/charger,
- Power transfer relay,
- Batteries,
- A separate manually operated non-electric bypass switch,
- A stand-alone weatherproof NEMA-rated enclosure with all necessary hardware and interconnect wiring to house the components and batteries.

86.10.01A OPERATION REQUIREMENTS

The BBS shall comply with the operation requirements:

Battery Pack	24 V, AGM/VRLA (Absorbed Glass Mat/Valve Regulated Lead Acid) maintenance free, sealed and individually fused type, 50 lbs max.
Battery Recharge Time	4 Hours to 95% min. of full charge capacity.
Battery Wiring	24 V parallel and hot (in battery backup Mode) swap system for battery replacement and addition (for additional run-time); heavy-duty and toolless battery connection system.
Full Run-Time Operation	4 hours min. with capability for up to 8 Hours min. with battery addition.
Operating Temperature (for all components)	-37oC to +74oC (-35oF to +165oF)
Output Capacity	1,000W min. @ +25oC (+77oF) with 80% min. inverter efficiency while running on battery backup mode
Output Voltage (in Backup Mode)	120 VAC \pm 5 VAC with THD \leq 3%, 60 Hz \pm 0.05 Hz
Relay and Switch Ratings	240 VAC/30 Amps, Min.
System Compatibility	NEMA Type 90 Controller TS2
System Voltage	24 VDC
Transfer Time (from disruption of normal utility line voltage to stabilized Backup Mode voltage)	40 milliseconds max.

86.10.01B PROTECTION AND SAFETY FEATURES

The BBS shall be equipped with the following protection and safety features for:

(1) AC Power Feedback

The BBS shall be capable of preventing a malfunction feedback of AC power to the controller cabinet or from feeding back to the utility service. In the event that AC power feeding the BBS is interrupted, the AC voltage measured at the AC inputs to the BBS (Line to Neutral) shall be less than 1 VAC.

(2) Surge Protection

The BBS shall be protected from electrical surge caused by lightning in compliance with IEEE/ANSI C.62.41. It shall be capable of withstanding 2,000 volt surges applying 50 times across line and neutral without causing the BBS to transfer to Backup mode.

(3) Unit Failure

In the event of inverter/charger failure, battery failure or complete battery discharge, the Power Transfer Relay shall revert to the NC (Normally Closed) or de-energized state, here utility line power is connected to the controller cabinet.

(4) Overload

In the event of an overload at the output, the BBS must be able to shut down automatically in order to protect against internal damage.

(5) Bypass

Placing the Manual Bypass Switch into "Bypass" shall cut utility power to the Inverter/Charger and route utility power to the controller cabinet. In this condition, the Inverter/Charger unit is disabled and batteries are disconnected from the system for safe removal while still allowing the signal system to function normally.

(6) The Manual Bypass Switch (that must be external to the Inverter) and Power Transfer Relay shall be separate functional units but may share a common enclosure.

86.10.01C DISPLAYS AND CONTROLS

The BBS shall be equipped with the following:

(1) Display

A backlit LCD screen type display that can be viewed in both bright sunlight and darkness. The following information shall be displayed on the screen on a continuous basis for viewing: operating mode, utility input voltage, BBS output voltage, charger status, percent battery charge, battery voltage, any alarms and faults, and relay status information.

(2) Keypad

A well defined keypad (with Arrow, Enter and Escape keys) on the front face of the Inverter/Charger unit for user to navigate the system menu, make system programming changes, and retrieve status information.

(3) Status Indicators

Three system status LED indicators to draw user's attention to the LCD screen for information: Red LED for system faults, Yellow LED for system alarms and Green LED for change to system output.

(4) Event Log and Counter

An event log and counter to record at a minimum the number of times that the BBS unit was in Backup mode and the total hours and minutes that the unit has operated in that mode since last reset. The BBS shall also keep a running log with the latest events. For each event, the log shall contain as a minimum: a date/time stamp, the current operating mode, event description. All this information shall be displayed through the LCD screen and shall be available for viewing via the EIA-232 port and the Ethernet port.

(5) Relay Contacts

A terminal block with six programmable dry relay contacts, each rated for a minimum of 1 Amp @ 125VAC, shall be provided on the front panel of Inverter/Charger. When any relay is energized, it shall be displayed on the LCD screen. The programming options shall be: On Battery, Low Battery, Timer, Alarm, Fault, and Off. Each relay shall have its own common and its own set of Normally Open (NO) and Normally Closed (NC) terminals. The terminals for each relay shall be oriented and labeled as NO-C-NC from left to right. In addition, each contact shall be labeled as C1 thru C6 (with each followed by the application label), and each terminal as 1 thru 18, all from left to right.

(6) Wiring

System wiring, including battery cables and harness, shall be readily capable to accommodate additional batteries inside cabinet to expand to the full 8-hours run-time. All wires and cables shall be bundled, secured neatly, and tagged accordingly for ease of reference.

(7) Communications

System communications shall include serial and Ethernet communications ports for local and remote configuration and management. The serial port shall be a RS-232 (DB9-Female) connector and the Ethernet port shall be RJ45, EIA 568B Pinout connector.

86.10.01D ENCLOSURE

A weatherproof NEMA 3R type cabinet shall be provided as part of the BBS assembly meeting the following requirements:

- (1) It shall be fabricated from 14 gauge minimum stainless steel with all welded construction.
- (2) It shall be pad-mounted and have a depth and width not to exceed the dimensions of the Portland cement concrete pad per CSD E/50. Its height shall be 60 inches maximum.
- (3) It shall be provided with empty shelf space to accommodate additional batteries for the 8-hour full run-time operation, and a chassis ground point.
- (4) It shall have a cut-out bottom with all-side flanges, pre-punched for anchor bolt holes, to accommodate conduit risers on the PCC pad.
- (5) It shall have fully-framed side, stainless steel piano-hinged door with close tolerance for flush fit with drip lip and closed cell neoprene flange compressed gaskets or approved equal. The door shall be equipped with pad-lockable, welded-in-place, and vandal-proof latch and tab and a State no. 2 lock handle.
- (6) Cabinet ventilation shall be by means of louvers located at top and bottom of the enclosure with encapsulated bug screens and cleanable filters, and a fan to completely change air at a minimum rate of 25 times per minute. The fan shall be factory-wired and thermostat-operated at temperatures set by the BBS manufacturer.
- (7) Mounting methods of the BBS components inside the cabinet can be either shelf-mount, rack-mount, swing-tray mount, or a combination of either, for ease of access to the components for maintenance and replacement. Mounting of BBS components to the inside face of the enclosure door panel shall not be permitted in any circumstance.
- (8) Cabinet shall come with complete hardware for mounting, i.e., shelves, racks, anchor bolts, wiring circuits, fan, and all necessary components. All BBS components, except batteries, shall be factory-mounted with wires and cables installed and terminated inside the cabinet. A plastic covered wiring diagram shall be attached to the inside door panel for reference.
- (9) All components shall be factory-wired and conform to the required NEMA, NEC and UL standards, and shall be securely fastened at the factory for delivery.

86.10.02 TESTING

Acceptance and field tests of the BBS assembly shall be performed in accordance with CSS Section 86.02.13A "Materials and Equipment Testing" and CSS Section 86.02.13B "Field Testing."

86.10.03 WARRANTY

The BBS assembly shall have a two (2) year factory repair and/or replacement warranty on all parts and labor.

86.10.04 MEASUREMENT AND PAYMENT

Unless specified otherwise in the Contract Documents, the work on the BBS assembly shall be paid for per each BBS unit furnished and installed complete in place as specified in this section.

Compensation for the BBS cabinet foundation shall be as specified in CSS Section 86.02.04 "Foundations."

86.11 MEASUREMENT AND PAYMENT

Measurement and payment shall be as per CSS Section 9 "Measurement and Payment" and SSS Section 86-8 "Payment" and as follows.

Unless specified otherwise in this CSS Section 86 or in the Contract Documents, the Work specified will not be measured and paid for separately. Compensation shall be considered as included in the Contract prices for the appropriate items of Work provided in the Contract Bid Schedule.

When the terms "furnishing and installing, complete in place" are specified in the measurement and payment for an item, it shall mean that compensation made shall include all required labor, materials, and equipment to perform and complete such item of work as specified, including all incidentals required to complete the item of work according to the applicable standards, codes or regulations.

No additional compensation shall be made unless indicated otherwise."

SECTION 108 - MATERIALS**108-01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS**

The Owner has adopted the Caltrans' trade name list of approved prequalified and tested signing and delineation materials and products for use on this Project. Approval of prequalified and tested products and materials shall not preclude the Project Engineer from sampling and testing any of the signing and delineation materials or products at any time.

The current trade name list is available on Caltrans website at:

http://www.dot.ca.gov/hq/esc/approved_products_list/pdf/signing_and_delineation_materials.pdf

This list of approved prequalified and tested signing and delineation materials and products covers materials and products that shall be used in the Work. A Certificate of Compliance shall be furnished as specified in Section 6.11 "Certificates of Compliance" of the County Standard Specifications for signing and delineation materials and products. Said Certificate shall also certify that the signing and delineation material or product conforms to the prequalified testing and approval of Caltrans, Division of Traffic Operations, and was manufactured in accordance with the approved quality control program.

Materials and products will be considered for addition to said approved prequalified and tested list if the manufacturer of the material or product submits to Caltrans, Division of Traffic Operations, a sample of the material or product. The sample shall be sufficient to permit performance of all required tests. Approval of such materials or products will be dependent upon a determination as to compliance with the specifications and any test that Caltrans may elect to perform.

SECTION 109 - RAILROAD RELATIONS AND INSURANCE

NOT APPLICABLE

SECTION 110

SECTION 110 - DESCRIPTION OF WORK

The project consists of pavement dig-out, repair and overlay on Uvas Road between Little Uvas Road and Watsonville Road.

Work shall include:

- *Traffic Control System*
- *Mobilization*
- *Clearing and Grubbing*
- *Roadway Excavation for Pavement Repair*
- *Crack Seal/Filler*
- *Cold Plane Asphalt Concrete Conform*
- *Hot Mix Asphalt (HMA) Type A for repair and overlay*
- *Adjust Existing Manhole/Monument*
- *Thermoplastic Pavement Striping/Marking*
- *Roadside Signs and Delineators*
- *Shoulder Backing- Aggregate Base CI 2*

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SECTION 111 - TECHNICAL SPECIFICATIONS

The Technical Specifications contained herein have been prepared by or under the direction of the following registered person(s) (per the Professional Engineers Act § 6735 of the California Business and Professions Code).

HIGHWAY

Bernardine Caceres

REGISTERED CIVIL ENGINEER



UNIT MANAGER

Paul Paul for Roy Caballera

REGISTERED CIVIL ENGINEER



PRINCIPAL CIVIL ENGINEER

[Signature]

REGISTERED CIVIL ENGINEER



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111-01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5.05 "Order of Work" of the County Standard Specifications and these Special Provisions.

Work will be implemented in logical and sequenced segments.

Contractor shall prepare a video (DVD or digital video format) recording of the construction area prior to beginning work. This video shall be the existing condition record of the job site. The video recording shall be done jointly by the Contractor and the Project Inspector and a copy of the video tape shall be furnished to the Project Inspector at the beginning of the Work. Payment for DVD or digital video format recording shall be included in other items of work for Mobilization.

Construction area signs and devices shall be in place prior to beginning work.

Contractor shall manufacture and install two (2) Informational Signs and five (5) W11-1(Bicycle) with W16-1P (Share the Road) signs at least 3 working days prior to beginning construction. The size and format of the Informational is specified on attached sample sign drawings at the end of Section 111. Information for W11-1 with W16-1P sign is on the latest edition of CA MUTCD.

The Project Inspector will determine the location of the Informational Sign in the field. The Informational Sign will be removed and delivered by the Contractor to the County East Yard (1505 Schallenberger Road, San Jose) after all construction activities are completed. Informational sign manufacturing, installation, removal, and salvaging costs shall be the responsibility of the Contractor and shall be considered as included in other items of work for Mobilization.

The location of W11-1 with W16-1P signs are shown on the "Striping and Roadside Signs", Dwg #s S-04 Sht No 23, S-08, Sht No 27 and S-17 Sht No 36 of the project plans. Refer to Section 111-12.17 "Roadside Signs" of these Special Provisions for additional information. Payment for W11-1 with W16-1P signs shall be included in Bid Item #17 "Install New Roadside Sign with 2 Sign Panels".

Crack sealing shall be the first order of work. Crack sealing must be done at the beginning of the project.

Full compensation for conforming to this section 111-01 shall be considered as included in other items of work.

111-02 SUBMITTALS

Unless otherwise specified or directed by the Project Engineer, all Contract Bid items are subject to the submittal requirements of this section and are supplemented by the submittal requirements of the specifications for each Bid item. Requirements and procedures for preparing and transmitting submittals to the Project Engineer shall conform to the provisions of Section 5 "Control of Work," and Section 6 "Control of Materials" of the County Standard Specifications and these Special Provisions as follows:

- A. Submittals shall be accompanied by a "Submittal Cover Letter" form properly filled out. Forms will be furnished by the Project Engineer.
- B. The Contractor shall submit 6 legible copies of all information for each submittal.

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- C. The Contractor shall prepare such working and shop drawings as required by the Engineer for the performance of the work. Such drawings shall be prepared on a reproducible sheet measuring 22 inches by 34 inches, unless otherwise approved by the Engineer. Each drawing shall have the following information:
1. Contract number and name,
 2. Number and title of drawing,
 3. Date of drawing or revision,
 4. Name of Contractor and Subcontractor submitting drawing,
 5. Clear identification of contents and location of work, and
 6. Referenced special provisions.
- D. The Contractor shall furnish all submittals, including drawings and schedules sufficiently in advance of construction requirements to permit no less than five (5) working days for review and appropriate action by the Project Engineer.
- In all case, the Project Engineer will seek to expedite submittal reviews, but responses in less than the indicated time should not be assumed.
- E. If the submittal shows variations from contract requirements because of standard shop practice or for any other reasons, such variations shall be described in a supplemental letter of submittal, attached to the submittal form.
- F. Re-submittals will be handled in the same manner as first submittals.

111-02.01 QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. Contractor may examine the records and reports of tests the Agency performs if available at the job site.

111-03 SUPERINTENDENT AND MEETINGS

Attention is directed to Section 5.06 "Superintendent" of the County Standard Specifications.

Weekly project meetings with the Contractor or its representative are mandatory. In addition, a comprehensive walk-through site meeting is also mandatory. The time and location of these meetings will be established at the Pre-Construction Conference Meeting.

All subcontractors are required to attend weekly project meetings if they are working on a controlling item of Work and/or if their submittals are not approved.

111-04 AS-BUILT RECORD CONSTRUCTION PLANS

In addition to the requirements of the County Specifications Sections 4.05 "As-Built Record Construction Plans," the following shall apply:

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Contractor shall maintain one set of current and accurate redlined construction plans. Upon completion of the Work and prior to Acceptance of the Project, this redlined set of plans shall be certified by the Inspector, and delivered to the Project Engineer.

Full compensation for this Work shall be considered as included in the Contract prices paid for the various items of Work, and no additional compensation shall be allowed therefor.

111-05 PROGRESS SCHEDULE

Attention is directed to the provisions in Section 8.04 "Progress Schedule" of the County Standard Specifications, and these Special Provisions.

1) Procedures for Preparation of Project Schedule

The construction procedures shall represent a practical plan to complete the Work within the Contract time.

- (a) A schedule extending beyond the expiration of Contract time will not be acceptable.
- (b) The Contractor agrees that if the Contractor's initial Project Bar Chart schedule duration is less than the time allowed by the Contract for the completion of the Work, the Contract completion time may be shortened to equal the Contractor's Bar Chart schedule duration by a Change Order, at no cost to the Owner, provided the Owner is in agreement with the schedule.
- (c) A schedule showing the Work completed in less than the Contract time may be found by the Project Engineer to be impractical. A schedule found to be impractical for the preceding reason or any other reason shall be revised by the Contractor and resubmitted.
- (d) A schedule showing the Work completed in less than the Contract time, which is found to be practical by the Project Engineer, shall be considered to have float. The float is the time between the scheduled completion of the Work and the Contract completion date. Float is not specifically for the benefit of either the Owner or the Contractor. It is a resource available to both parties.

The construction schedule shall clearly show the sequence and the interdependence of construction activities and shall list specifically:

- (a) The start and completion of all items of work, their major components, and interim milestone completion dates, if any;
- (b) Activities for procurement, delivery, installation and completion of each major piece of equipment, materials and other supplies, including:
 - 1. Time for submittals, resubmittals, and reviews;
 - 2. Time for fabrication and delivery of manufactured products for the work;
 - 3. The interdependence of procurement and construction activities.

The schedule shall:

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- (a) Be in sufficient detail to assure adequate planning and execution of the Work. Activities should range in duration from three to fifteen working days each. See sample schedule for reference on next page.
- (b) Be suitable, in the judgment of the Project Engineer, to allow monitoring and evaluation of progress in the performance of the work.
- (c) Show a clearly defined critical path.

The submittal of the construction schedule shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that the Work will be executed in the sequence indicated in the schedule.

2) Review, Update and Revisions

The Project Engineer will review and return the Contractor's schedule with comments within five (5) working days. The Contractor shall make all corrections to the schedule requested by the Project Engineer and resubmit for final acceptance. If the Contractor does not agree with the Project Engineer's comments, the following procedure shall be followed:

- (a) Contractor shall continue to proceed with the Work per the Project Engineer's comments.
- (b) Within three (3) working days of receipt of the Project Engineer's comments, Contractor shall provide the Project Engineer with written notice indicating the concerns and or disagreement. Contractor's response received after the specified deadline shall not be considered by the Project Engineer and the Project Engineer's comments shall be deemed as accepted by the Contractor.
- (c) Within five (5) working days of the receipt of the Contractor's notice, the Project Engineer will meet with the Contractor for a resolution. After a resolution is reached, the Contractor shall submit within three (3) working days from the resolution date the schedule with all changes agreed upon.
- (d) If no resolution is reached, the Project Engineer will provide a notice to the Contractor stating the Project Engineer's position within five (5) working days from the day of the meeting. The Contractor shall abide by the Project Engineer's determination.

The Project Engineer will use the Contractor's bar chart to analyze and update the schedule.

- (a) The Contractor shall be responsible for the accuracy of the information contained in the bar chart and subsequent updates of the schedule. The Project Engineer will act as a data processing agent only for this information. Contractor will be allowed three (3) working days to check accuracy of data.
- (b) Once a month or as deemed necessary by the Project Engineer, the Contractor shall participate with the Project Engineer in a schedule review to update activity progress.

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- (c) Any change in the Contractor's planned sequence or timing of the Work shall be accompanied by a written revision to the affected portion of the bar chart drawing by the Contractor so that the bar chart may be changed accordingly.

If, according to the current updated bar chart schedule, the Contractor is five (5) working days or more behind the Contract completion date or of any interim milestone, considering all granted time extensions, the Contractor shall submit a revised schedule, showing a workable plan to complete the Project on time. A special retention may be withheld until the Contractor submits a revised schedule, acceptable to the Project Engineer.

Scheduling of Change or Extra Work Orders is the responsibility of the Contractor. The Contractor shall revise the schedule drawing to incorporate all activities involved in completing the change or extra work order and submit it to the Project Engineer for review. With the concurrence of the Project Engineer, Change or Extra Work Orders of a magnitude less than \$10,000 does not need to be scheduled, unless the Change or Extra Work Order affects the Contract critical path or other outside parties.

If the Project Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the Contract, the Project Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

Delays to non-critical activities (those with float) will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect a Contract completion date.

3) Weekly Schedule

Contractor shall prepare and deliver to Project Engineer at the weekly progress meetings a weekly schedule of activities. The weekly schedule of activities shall cover the period of the following three weeks. See sample schedule for reference on the next page

The schedule shall be prepared in form of a bar chart identifying anticipated activities, to the satisfaction of the Project Engineer.

- (a) The schedule shall be prepared on an 8 1/2 -inch by 14-inch paper.
- (b) Black or dark blue ink shall be used to draw schedule.
- (c) Six (6) copies shall be provided to the Project Engineer.

Full compensation for conforming to the Provisions of this Section will be considered as included in the prices paid for the various items of Work and no additional compensation will be allowed therefor.

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County of Santa Clara
 Roads and Airports Department
 (NOTE: THIS SCHEDULE IS A SAMPLE DOCUMENT ONLY)

**PROPOSED SCHEDULE
 THREE WEEKS LOOK AHEAD**

Project Limit:
 XXXX/ Uvas Road

RESPONSIBILITY	ACTIVITY DESCRIPTION	X – Day Work: N – Night Work																				
		S	M	T	W	Th	F	Sa	S	M	T	W	Th	F	Sa							
		8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
	NB off to EB Uvas																					
ABC Construction	Install Construction Area Signs & Detour Signs	x		x	x	x																
EYZ	install BMP's								x	x	x	x										
F88	Staking						x			x	x	x										
JKM	ESA Fence								x	x	x											
	NB on to WB Uvas																					
CXS	Temp Delineation								n													
EYZ	Install Krail and Crash Cushions											n										
Heimex	Clear and Grub roadway ex												x									
EYZ	detour 1 and 2															x						
EYZ	storm drain sys 39																	x				
SME	electrical								n	n	n						n	n			x	x

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111-06 TRAFFIC CONTROL SYSTEM AND/OR TEMPORARY ROADWAY LANE CLOSURE REQUIREMENTS

Contractor must provide temporary traffic control system for project worksite during construction. Temporary traffic control system applies to all work whether or not lane closure is required and must be in accordance with County Standard Specifications Section 7.22 "Public Convenience and Public Safety" and Section 12 "Construction Area Traffic Control Devices", California Manual on Uniform Traffic Control Devices For Streets & Highways (CA MUTCD), and the following.

Contractor must maintain during construction the intersection signal operations to the same level prior to construction. Any degradation to the signal operations or delay to a signal phase caused by a temporary loss of detection of more than 24 hours will not be permitted and Contractor shall provide a temporary signal detection system as specified herein below.

111-06.01 TRAFFIC CONTROL SYSTEM

Traffic control system includes all work, including furnishing and installing equipment and materials, necessary to provide a safe condition to the traveling public thru the construction area.

Contractor is responsible to:

- Prepare and submit a traffic control plan to the Project Engineer for review and acceptance a minimum of 10 working days prior to performing any work affecting the traffic flow. No work shall be permitted until the traffic control plan is accepted by the Project Engineer. The following minimum provisions must be considered in developing the traffic control plan:
 - Number and placement of all construction-related traffic control signs must comply with CA MUTCD and be specified on the traffic control plan.
 - Barricades must be provided with industry-approved flashers and its placement as provided on the approved traffic control plan or as directed by the Project Engineer must be maintained at all times until the work is completed and the barricaded location is deemed safe to open for the general public.
 - 2 changeable message sign or board shall be provided. Placement shall be determined in the field by the Engineer.
 - If applicable, operations of traffic lanes and traffic communications/signals must be maintained without interruption to the maximum extent possible as per Section 86.01.06 "Maintaining Existing and/or Temporary Electrical Systems and Traffic Communication Systems" of the County Standard Specifications.
 - If applicable, temporary signal shutdown is limited to the hours between 9:00 AM and 3:00 PM unless approved otherwise by the Project Engineer. Uniformed traffic control officers must be provided for traffic control for the duration of signal shutdown as specified hereinbelow.
- Two weeks prior to construction, the contractor shall provide informational signs advising the travelling public of construction delay, schedule of work and hours of operations. Delays caused by construction activities are expected and public will be advised to take alternate route if possible.

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- Contractor shall notify, in writing, both County and residents/property owners of his intent to begin work at least 5 days and 3 days respectively prior to construction. Notification to residents/property owners shall be in the form of fliers.
- During lane closure, provide a pilot car/driver and 2 signal or flag men to coordinate/assist/guide drivers and bicyclists on the open lane.
- Contractor's personnel performing the traffic control tasks must be properly trained and equipped in accordance with the guidelines and requirements set by the CA MUTCD, PART 6. TEMPORARY TRAFFIC CONTROL, CHAPTER 6E. FLAGGER CONTROL. All flaggers must be equipped with 2-way radios to conduct traffic control of all one-lane-traffic operations.
- Set up and maintain a safe work area, including mitigate immediately any conditions or operations that may create an unsafe environment to the traveling public by providing adequate flaggers, traffic control devices, advance warning signage, and any other necessary measures when field conditions dictate or directed by the Project Engineer. Contractor's failure to comply with these requirements shall cause the work to be suspended in accordance with the provisions in Section 8.05 "Temporary Suspension of Work" of the County Standard Specifications until a Contractor-prepared mitigation plan is submitted and accepted by the Project Engineer.
- Pedestrian, property owners, service vehicles and bicycle access shall be provided through the work site all the time. School buses, garbage/recycle collection/mail/delivery trucks shall be given access as needed. Residents shall have access to their driveways and houses at all times. Existing streets, path, driveways and intersections adjacent to or within the limits of work shall be opened and maintained in good and safe condition for traffic and pedestrians at all times. Existing traffic controls shall be kept in operation for the benefit of public during progress of work.
- When construction operations are not actively taking place, as on nights, weekends and holidays, roadway, driveway and walkway closures shall be reopened to the maximum extent feasible. All construction equipment and other obstructions from the portion of the roadway be opened for use by public traffic.
- The number and placement of all construction signs shall be appropriate to the proposed operation and subject to review and approval by the County representative in the field.
- Contractor shall provide one working flasher for Type 1 barricade and shall insure that each flasher is maintained in working condition while in use. Contractor shall not remove the barricades in the street at any given location until the asphalt concrete patching has been done and the hazard to bicyclist and motorist no longer exists.
- No unnecessary un-necessary lane closure is allowed and the contractor shall maintain a rolling traffic control adjusted according to construction activities. Changeable message sign shall be provided in advance of construction notifying the driving public of traffic condition and potential delay.
- "Reduced Speed" sign shall be installed in a construction zone at approximately 50' in advance of work area and an additional sign in the midsection of construction zone.

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- Advance notification through an electronic message board is required. Project Inspector will determine exact location.

Compensation for the work on Traffic Control is made on a lump sum basis as indicated on the Bid Schedule. It includes full compensation for furnishing all labor, materials, equipment such as traffic control devices (i.e., electronic message boards, signs, flashing beacons, flaggers, cones, pilot car, etc...), and incidentals that are required to establish a safe work area in compliance with the latest regulations and standards as specified hereinabove. Other traffic control related expenses such placing, removing, storing, maintaining, and relocating of temporary traffic control devices are considered to be included in the price paid for Traffic Control and no additional payment is to be made.

The Contractor is not entitled to any compensation for the suspension of work resulting from the failure of providing a safe work area to the traveling public as specified hereinabove.

111-06.02 ROADWAY LANE CLOSURE

Temporary traffic control for roadway lane closure shall conform to the requirements of the CA MUTCD, PART 6. TEMPORARY TRAFFIC CONTROL. Caltrans Standard Plans listed below are applicable to different types of facility and are provided for guidance to Contractor to develop its temporary traffic control plan for the worksite area:

- T-13 "Traffic Control System for Lane Closure on Two Lane Conventional Highways,"

A. CLOSURE SCHEDULE

The following is the approved lane closure times for Uvas Road

- Weekdays (Northbound): 8:00 AM – 4:00 PM
- Weekdays (Southbound): 8:00 AM – 4:00 PM
- Weekends/Night Work: *Submit request & Traffic Control Plans in writing to Engineer*

No closure is permitted on the following days: _____

No roadway lane closure is permitted before and after the hours specified above.

No roadway lane closure setup and removal activities are permitted before and after the times specified above.

No overnight roadway lane closure is permitted.

Only one traffic lane may be closed in each direction of the roadway subject to the closure schedule specified herein above.

During weekday hours, consecutive/adjacent left-turns shall not be closed. Where an intersection left-turn lane is closed, the upstream and downstream intersections must not restrict turn movements.

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Subject to the approval of the Project Engineer, weekend work may be allowed at locations where weekday traffic is heavy and likely to be impacted by the construction operations.

B. CLOSURE AND CONTINGENCY PLANS

A detailed lane closure plan must be prepared and submitted to the Project Engineer for review and acceptance a minimum of 10 working days prior to the planned closure at the job site for any work requiring lane closure. The closure plan must include as a minimum the following information:

- Date(s) of closure and beginning and end times of closure, including time requiring for the closure set-up and removal,
- A proposed traffic control plan for the closure implementation,
- Description of work elements with estimated timeline to be performed within the specified closure duration, and
- A separate contingency plan to be implemented in the event that unexpected field conditions or causes, beyond the control of or not created by Contractor or its subcontractors, material suppliers, require the duration of closure to exceed the time specified. The contingency plan must include a traffic detour plan with placement of additional advance warning signs, alternative route and detour signs to notify the traveling public approaching the work area of lane closure and traffic delay.

The accepted closure and contingency plans are subject to be modified by the Project Engineer during its implementation if found necessary to minimize traffic delay and improve the safety of the traveling public.

C. EARLY CLOSURE AND LATE REOPENING OF CLOSURE

No early closure is permitted as specified hereinabove. If a closure is set up or in place prior to the specified time, work will be suspended in accordance with the provisions in Section 8-1.05 "Temporary Suspension of Work" of the County Standard Specifications.

If a closure is not reopened to public traffic by the specified time and without a pre-approved contingency plan as specified hereinabove, Work will be suspended in accordance with the provisions in Section 8-1.05 "Temporary Suspension of Work" of the County Standard Specifications. Contractor must remove all closures and return the work area affected by the closure to a safe condition for the traveling public. No further closures are to be made until the Project Engineer has accepted a Contractor-submitted work plan that insures that future closures will be reopened to public traffic at the specified time. The Project Engineer will have 2 business days upon receipt of the work plan to accept or reject the Contractor's proposed work plan.

D. COMPENSATION

Work specified under this Section is not paid for separately and is considered as being included in the Contract price for Traffic Control System and no additional compensation is allowed therefore.

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The Contractor is not entitled to any compensation for the suspension of work resulting from the early closure and late reopening of closure as specified hereinabove.

111-07 STORMWATER POLLUTION PREVENTION PLAN

The County of Santa Clara (County), as the Owner of the project site(s) where the subject construction activity is to occur, is responsible for preventing and/or mitigating potential chemical release, erosion, and sedimentation impacts associated with storm water runoff.

The Contractor shall prepare and submit an Erosion and Sediment Control Action Plan Element (ESCAPE) for the Project for approval by the Project Engineer prior to commencing any field work. The ESCAPE shall identify appropriate storm water pollution prevention measures or Best Management Practices (BMPs) to reduce pollutants in storm water discharges from the Project's site in connection with construction activities. Once the ESCAPE is accepted by Owner, Contractor shall implement the provisions of the ESCAPE, maintain and update the plan, as deemed necessary and with the approval of the Project Engineer, throughout the construction phase. A copy of the ESCAPE shall be made readily available onsite throughout the construction period and shall include name and telephone number of the Contractor-designated personnel responsible for the ESCAPE activities. The Contractor shall refer to the following manuals for preparing the ESCAPE:

- Guidelines for Construction Projects prepared by California Regional Water Quality Control Board (available for purchase at http://www.waterboards.ca.gov/water_issues/programs/stormwater/training.shtml), and
- Erosion and Sediment Control Field Manual (4th Edition) prepared by the California Regional Water Quality Control Board (available for purchase at http://www.waterboards.ca.gov/water_issues/programs/stormwater/training.shtml), and
- Storm Water Best Management Practice Handbook for Construction Activity (November 2009 or latest edition) prepared by California Storm Water Quality Association (available by subscription at <https://www.casqa.org/casqastore/entity/tabid/169/c-4-best-management-practice-bmp-handbooks.aspx>).

At minimum, the ESCAPE shall include the following BMP provisions for implementation on and in the vicinity of the Project's site:

- **Solid and Demolition Waste Management**: Provide designated waste collection areas and containers on site away from streets, gutters, storm drains, and waterways, and arrange for regular disposal. Waste containers must be watertight and covered at all times except when waste is deposited. Refer to Erosion & Sediment Control Field Manual, 4th Edition (page C3) or latest.
- **Hazardous Waste Management**: Provide proper handling and disposal of hazardous wastes by a licensed hazardous waste material hauler. Hazardous wastes should be stored and properly labeled in sealed containers constructed of suitable materials. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-5 to C-6) or latest.
- **Spill Prevention and Control**: Provide proper storage areas for liquid and solid materials, including chemicals and hazardous substances, away from streets, gutters, storm drains, and waterways. Spill control materials must be kept on site where readily accessible. Spills must be cleaned up immediately and contaminated soil disposed properly. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-7 to C-8, C-13 to C-14) or latest.

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- **Vehicle and Construction Equipment Service and Storage:** An area shall be designated for the maintenance, where on-site maintenance is required, and storage of equipment that is protected from stormwater run-on and runoff. Measures shall be provided to capture any waste oils, lubricants, or other potential pollutants and these wastes shall be properly disposed of off site. Fueling and major maintenance/repair, and washing shall be conducted off-site whenever feasible. Refer to Erosion & Sediment Control Field Manual, 4th Edition (page C9) or latest.
- **Material Delivery, Handling and Storage:** In general, materials should not be stockpiled on site. Where temporary stockpiles are necessary and approved by the County, they shall be covered with secured plastic sheeting or tarp and located in designated areas near construction entrances and away from drainage paths and waterways. Barriers shall be provided around storage areas where materials are potentially in contact with runoff. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-11 to C-12) or latest.
- **Handling and Disposal of Concrete and Cement:** When concrete trucks and equipment are washed on-site, concrete wastewater shall be contained in designated containers or in a temporary lined and watertight pit where wasted concrete can harden for later removal. If possible have concrete contractor remove concrete wash water from site. In no case shall fresh concrete be washed into the road right-of-way. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-15 to C-16) or latest.
- **Pavement Construction Management:** Prevent or reduce the discharge of pollutants from paving operations, using measures to prevent run-on and runoff pollution and properly disposing of wastes. Avoid paving in the wet season and reschedule paving when rain is in the forecast. Residue from saw-cutting shall be vacuumed for proper disposal. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-17 to C-18) or latest.
- **Contaminated Soil and Water Management:** Inspections to identify contaminated soils should occur prior to construction and at regular intervals during construction. Remediating contaminated soil should occur promptly after identification and be specific to the contaminant identified, which may include hazardous waste removal. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages C-19 to C-20) or latest.
- **Sanitary/Septic Water Management:** Temporary sanitary facilities should be located away from drainage paths, waterways, and traffic areas. Only licensed sanitary and septic waste haulers should be used. Secondary containment should be provided for all sanitary facilities. Refer to Erosion & Sediment Control Field Manual, 4th Edition (page C-21) or latest.
- **Sediment Control Management:**

Tracking Prevention & Clean Up. Activities shall be organized and measures taken as needed to prevent or minimize tracking of soil onto the public street system. A gravel or proprietary device construction entrance/exit is required for all sites. Clean up of tracked material shall be provided by means of an approved street sweeper prior to an approaching rain event, or at least once at the end of each workday that material is tracked, or, more frequently as determined by the Project Inspector. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages B-31 to B-33) or latest.

Storm Drain Inlet and Catch Basin Inlet Protection: Inlets shall be protected with gravel bags placed around inlets. At locations where exposed soils are present, staked fiber roles or staked silt fences can be used. Inlet filters are not allowed due to clogging and subsequent flooding. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages B-49 to B-51) or latest.

- **Erosion Control:** During the rainy season, all disturbed areas must include an effective combination of erosion and sediment control. It is required that temporary erosion control measures are applied to all

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disturbed soil areas prior to a rain event. During the non-rainy season, erosion control measures must be applied sufficient to control wind erosion at the site.

- **Inspection & Documentation:** Disturbed areas of the Project's site, areas for material storage sites, locations where vehicles enter or exit the site, and all erosion and sediment controls that are identified as part of the ESCAPE must be inspected by the Contractor and Project Inspector before, during, and after storm events, and at least weekly during seasonal wet periods. Problem areas must be documented and control measures identified and implemented immediately, within 24 hours of the problem being identified. Documentation shall consist of weekly and pre-storm and post-storm inspection reports that include the problem area location, type of maintenance or repairs needed, action taken, date completed and any observations made, size and duration of storm. Reports shall include the date and names of the Project Inspector and Contractor's qualified personnel and staff from regulatory agencies (such as the RWQCB), if any, performing the site inspection, and shall be kept with the ESCAPE. Refer to Erosion & Sediment Control Field Manual, 4th Edition (pages F-1 to F-7) or latest.

The Contractor is advised that the acceptance of the ESCAPE by the County does not relieve the Contractor or Subcontractor(s) of their responsibility to comply with other State, County and Local governmental requirements, including those for storm water management or non-point source runoff controls. County reserves the right to require the Contractor to amend the ESCAPE as initially approved if, during construction, conditions (such as change in construction operations, construction staging modification, change in site conditions, or unanticipated offsite drainage impacts) occur that affect the ability of the Contractor to implement the plan effectively or the ability of the plan to meet the objectives for water pollution control. Contractor shall implement any amendments to the ESCAPE issued by the Project Engineer and incorporate the ESCAPE amendments into the on-site documents.

Full compensation for furnishing all labor, materials, tools, equipment and incidentals required for preparing, implementing, modifying and maintaining Storm Water Pollution Prevention, in compliance with requirements of this Section, complete in place, and as directed by the Project Engineer, will be included in the prices paid for the various Contract items of Work.

111-08 OBSTRUCTIONS

Attention is directed to the provisions in Sections 8.11 "Utility and Other Facilities," and 15 "Existing Highway Facilities," of the County Standard Specifications and these Special Provisions.

The Contractor shall notify the Project Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 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
Underground Service Alert-Northern California (USA)	811

Full compensation for conforming to the requirements of this section, not otherwise provided for, shall be considered as included in the prices paid for the various Contract items of Work involved and no additional compensation will be allowed therefor.

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111-09 CONSTRUCTION LAY-DOWN OR STAGING AREA

Contractor's attention is directed to Section 107 – Amendments to County Standard details & Specifications of these Special Provisions regarding the amended CSS Section 5.07.02 "Project Real Site Property" for construction lay-down or staging area for use by Contractor. Possible staging areas are located on several open spaces, both north and south sides of the roadway and on existing parking lot with asphalt concrete surface (owned by County Parks) near Uvas reservoir entrance.

Contractor is responsible for conforming to Section 111-07 Stormwater Pollution Prevention Plan requirements during construction i.e., stockpile handling, construction entrance and exit of staging area.

111-10 PROTECTION OF EXISTING LANDSCAPE AND TREES

This Project does not involve excavation work under the drip line of existing trees, or where substantial tree branch trimming for vertical or horizontal clearances is required.

Compensation for work on minimal trimming of tree branches along existing lanes shall be included in the contract price for Clearing and Grubbing.

111-11 HANDLING AND DISPOSAL OF CONTAMINATED SOIL AND HAZARDOUS MATERIALS

111-11.01 EXCAVATED SOIL MATERIAL

NOT USED

111-12 ROADWAY IMPROVEMENTS OR STRUCTURE IMPROVEMENTS

111-12.01 LINES & GRADES

Construction staking that is required for the improvements to be constructed to lines and grades as shown on the Project Plans and these Special Provisions shall conform to Section 5.08 Lines and Grades of the County Standard Specifications as amended in Section 107 – Amendments to County Standard Details and Standard Specifications of these Special Provisions.

The County will furnish to the Contractor one set of control stakes. Once set, the maintenance of the integrity of said stakes becomes the responsibility of the Contractor. Additional sets of said stakes only will be furnished at the expense of the Contractor. All reference staking, location and layout work required for construction purposes and preservation of the stakes, except the staking specified below, shall be performed by the Contractor at his expense.

When making the survey request, the Contractor shall stipulate at that time the particular stakes required, giving specific location or limiting station, kind of stakes, offsets, and other pertinent information.

It shall be the responsibility of the Contractor, in requesting survey services, to properly coordinate said requests with his construction activities so as to prevent inefficient scheduling of County survey crews.

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Contractor shall notify the Project Inspector 48-hour in advance of completion of sub-grade, aggregate sub-base, and aggregate base installation so finished grades and compaction may be checked.

Measurement and Payment: Full compensation for conforming to provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

111-12.02 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the County Standard Specifications.

Informational sign and video recording shall be included as part of mobilization.

Measurement and Payment: The contract lump sum price paid for Mobilization shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in mobilization as specified in the County Standard Specifications, including informational and video recording and no additional payment will be allowed therefor.

111-12.03 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the County and Section 17-2 State Standard Specifications, these Special Provisions and the Contract Plans.

Clearing and grubbing includes removal of existing temporary signs/posts and other objects identified for removal in the project plans. These objects if owned or claimed shall be returned to the home/business owner or County concerned.

Clearing and grubbing shall include trimming of existing tree branches/shrubs/vegetation that may be above or on the way with the existing lanes, specially shoulder lane preferably 1' from the edge of pavement.

All weeds from cracks in existing pavement will need to be removed prior to overlay.

All existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from contractor's operations.

Pavement grinding and pavement markers removed, shall become the property of the Contractor. It shall be disposed outside the road right of way.

If applicable, Contractor shall protect existing landscaping and irrigation, from injury or damage resulting from the Contractor's operations. If existing irrigation system is within the County or City' Right-of-Way, the Contractor shall relocate existing irrigation components. In case there is no place to relocate inside private property, Contractor shall remove the irrigation system.

The Contractor shall replace in kind, at no cost to the County, any landscaping or irrigation damaged.

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All Clearing and Grubbing activities controlled by the Contractor, except cleanup or other required work, shall be confined within the limit of the construction area. Nothing herein shall be construed as relieving the Contractor of his responsibility for final cleanup of the highway as provided in the Section 22, "Clean-up," of the County Standard Specifications and Section 22, "Finishing Roadway" of the State Standard Specifications.

Measurement and Payment: The contract lump sum price paid for Clearing and Grubbing shall include full compensation for furnishing all labor, material, equipment, transportation, tools and incidental required for all clearing and grubbing of the project site, disposal of removed or surplus materials outside the project limits, returning removed materials to concerned homeowners or County, relocating existing irrigation system or components, and other items as specified in these Special Provisions, as shown on the plans and as directed by the County, and no additional compensation shall be allowed therefor.

111-12.04 PRESERVATION AND RESTORATION OF PROPERTY

Preservation and restoration of property shall conform to Section 7.37, "Protection and Restoration of Property" and Section 7.38, "Responsibility for Damage" of the County Standard Specifications, and Section 5-1.36, "Property and Facility Preservation" of the State Standard Specifications.

Contractor shall completely remove all utility paint markings at project completion. Removal shall be by use of the high water pressure method only.

Measurement and Payment: Full compensation for preservation and restoration of property including removing utility paint markings shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

111-12.05 PRESERVATION OF EXISTING FACILITIES

Preservation of existing trees shall conform to Section 5-1.36, "Property and Facility Preservation" of the State Standard Specifications and Section 8.13, "Tree Preservation and Removal" of the County Standard Specifications.

Contractor shall protect and preserve the existing irrigation and landscaping area within and outside the improvement areas. Excessive cutting of roots is prohibited. Any damaged tree, grass or irrigation facilities due to Contractor's operation shall be replaced in kind at Contractor's cost..

Measurement and Payment: Full compensation for conforming to this section is considered as included in the contract prices paid various items of work involved and no separate compensation shall be allowed therefore.

111-12.06 COOPERATION

Work associated with cooperation shall conform to Section 7.21, "Cooperation," and Section 8.11, "Utilities and Other Facilities" of the County Standard Specifications and these Special Provisions.

Contractor shall coordinate and cooperate with others working in the project limit of work, including but not limited to utility facilities or facility owners, the City and residents.

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Measurement and Payment: Full compensation for cooperation by the Contractor shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed.

111-12.07 EXISTING HIGHWAY FACILITIES

Existing highway facilities shall conform to Section 15, "Existing Highway Facilities" of the County's Standard Specifications and Section 15, "Existing Facilities" of the State Standard Specifications, Contract Plans and these Special Provisions.

In removing items designated for removal, preservation, or relocation, Contractor shall exercise extreme caution to protect these existing facilities. The Contractor shall provide adequate support to existing utilities during excavation work. Any damages to existing items shall be brought to the attention of the County immediately, and shall be repaired to the satisfaction of the County at Contractor's expense.

Attention is directed to Section 8.11, "Utilities and Other Facilities" of the County Standard Specifications for existing underground facilities that conflict with new improvements.

Measurement and Payment: Full compensation for conforming to provisions in this section, not otherwise specified in these special provisions, except Section 8.11, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore. Compensation for work involved as specified in Section 8.11 shall be paid for as described under the said section of the County Standard Specifications.

111-12.08 DUST CONTROL

Dust control shall conform to the provisions of Section 10, "Dust Control" and Section 17 "Watering" of the County Standard Specifications.

Measurement and Payment: Full compensation for Dust Control shall be considered as included in other items of work and no additional compensation will be allowed therefore

111-12.09 ROADWAY EXCAVATION, PAVEMENT REPAIR

Roadway excavation for pavement repair shall conform to the provisions of Section 39-3 "Existing Asphalt Concrete" of 2015 State Standard Specifications and these Special Provisions.

Pavement repair includes all excavation necessary for the removal of existing pavement, concrete or cement treated base and placement and compaction of new asphalt pavement. Roadway excavation for pavement repair shall cover areas on Uvas Road between Little Uvas Road and Watsonville Road as shown on the plans. **Roadway excavation for pavement repair shall be 4" deep.**

Use of a grinding machine to excavate pavement repair areas is not only acceptable but also encouraged to minimize impacts to existing traffic. In areas where grinding machine is not practically possible, pavement to be removed shall be cut straight and vertical at the removal boundaries before excavation.

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Excess or unused excavated materials shall become the property of contractor and shall be disposed outside the County right-of-way and shall conform to Section 7.18, "Disposal of Material Outside the Highway Right-Of-Way," of the County Standard Specifications. The disposal site shall be the responsibility of the Contractor.

After pavement excavation, the existing base material shall be well watered and compacted by mechanical means to the maximum amount practical given excavation size and equipment appropriate for the task. Excavated section shall be filled with compacted Type A hot mix asphalt (HMA) as specified elsewhere in these special provisions.

Locations of pavement repair shown on the plans are approximate only. Exact locations will be determined in the field by the Engineer. The depth of pavement excavation shall be four (4) inches.

Contractor shall only excavate dig-out area that can be plugged with HMA at the end of each days work.

Measurement and Payment: The contract price paid per cubic yard for Roadway Excavation, Pavement Repair shall include full compensation for furnishing all labor, materials, tools, equipment, and for doing all the work involved in removing existing pavement, including sawcut, disposal of excavated materials and no additional compensation will be allowed.

Hot mix asphalt used for pavement repair shall be considered as included in the price paid for Hot Mix Asphalt specified elsewhere in these special provisions.

111-12.10 CRACK SEAL/FILLER

Crack sealing shall be done at the **beginning** of the project and completed before any paving overlay activity is done on the existing pavement.

Cracks in the existing asphalt concrete surfacing of the traffic lanes that are less than $\frac{3}{4}$ " wide shall be prepared and filled with crack sealant. Cracks that are at least $\frac{3}{4}$ " wide or wider shall be prepared and filled with crack sealant and covered with aggregate in accordance with these special provisions. **Routing is required for cracks that are at least $\frac{3}{4}$ " wide or wider, with depth ranges from $\frac{1}{2}$ " to 1.0".**

The contractor shall provide the Engineer with a Certificate of Compliance conforming to the provisions in Section 6.11, "Certificates of Compliance." Of the County Standard Specifications with each shipment of crack sealant. Said certificate shall also certify that the sealant complies with the specifications and shall be accompanied with storage and heating instructions and cautions for the material.

The asphalt joint sealant is a mixture of paving asphalt and ground rubber or ground rubber and polymer. The asphalt crack sealant shall conform to the Type 2 or 3 materials in Section 37-5.02, "Materials," of the State Standard Specifications.

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The modified asphalt crack sealant shall be furnished premixed in containers with an inside liner of polyethylene. Packaged material shall not exceed 66 lbs. in mass. Storage and heating instructions and precautions shall be supplied with each shipment.

The sealant shall be capable of being melted and applied to cracks at temperatures below 204°C. When heated, it shall readily penetrate cracks 1/32" wide or wider. While the sealant is still hot, cracks that are 3/4" wide or wider shall be covered with crushed aggregate conforming to the provisions for Type II slurry seal in Section 37-3.02B(2), "Aggregate," of the State Standard Specifications and compacted with a wetted steel wheel roller or vibrating plate compactor large enough to compact the sealant to the cross section shown on the plans. Excess sealant material on the existing asphalt concrete surfacing shall be removed.

Cracks to be filled and adjacent asphalt concrete surfacing shall be cleaned and shall be free of dirt, vegetation, debris and loose sealant. Cleaning shall be done by air blasting, vacuuming or routing. Old sealant which protrudes above the asphalt concrete surfacing shall be completely removed.

When moisture is present, hot compressed air or other means, approved by the Engineer, shall be used to clean and dry the crack immediately prior to application of material.

The crack sealant material shall be applied only after the cracks and adjacent asphalt concrete surfacing have been cleaned. Crack sealant material shall be spread with any type nozzle or device approved for use by the Engineer that will place the material within the specified temperature range and to the dimensions shown on the plans. **All cracks shall be squeegeed flush with the pavement after application of the crack sealant material.** Within 2 days after application of sealant, sealed cracks that reopen or in which the sealant material sags below the surrounding asphalt concrete surfacing and shoulders shall be resealed.

Seal random cracks in the existing asphalt concrete surfacing will be measured and paid for by the lane-mile. Seal random cracks will be measured along the edge of each paved lane, to which sealant is applied. The length of lane mile to be paid will be determined from actual measurement parallel to the gradient of the pavement.

Measurement and Payment: The contract price paid per Lane Mile for Crack Seal/Filler shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in sealing random cracks, including routing, furnishing and applying aggregate, compaction, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

111-12.11 COLD PLANE ASPHALT CONCRETE CONFORM

Cold plane conforms (grinding) shall conform to County Standard Specifications Section 42, "Groove and Grind Pavement," the details shown on the plans, and these special provisions.

The surface area of asphalt concrete pavement to be ground shall conform to the details on the plans.

Sawcut conform at cross streets or driveways in order to provide clean square cut before grinding.

Ground material shall become the property of the contractor and shall be disposed outside the County Property and shall conform to Section 7.18, "Disposal of Material Outside the Highway Right-Of-

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Way,” of the County Standard Specifications. The disposal site shall be the responsibility of the Contractor.

Where transverse grinds and longitudinal grinds other than those along the lip of curb are to be open to traffic before the overlay is placed, a temporary commercial quality asphalt concrete taper shall be placed before the conform is open to traffic. Temporary asphalt concrete tapers shall be spread and compacted to produce a smooth riding surface. Temporary tapers shall be completely removed, including removing all loose material from the surface, before placing the permanent surfacing.

The contract price paid per square yard for Cold Plane Asphalt Concrete Conforms shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in grinding the existing asphalt concrete pavement, including grinding in front and around existing inlets, removing the residue including furnishing water for washing pavement, sawcutting, placing and removing temporary asphalt concrete tapers, as shown on the plans, and as specified in these special provisions.

111-12.12 HOT MIX ASPHALT (HMA), TYPE A

This work includes producing and placing hot mix asphalt (HMA) in areas of 4” deep pavement repair and 1 ½” overlay. HMA shall be Type A and shall conform to the provisions of Section 39 Hot Mix Asphalt of the State Standard Specifications, 2010.

The Contractor shall submit to the Engineer a proposed Job mix Formula (JMF) for each HMA mixture to be used, at least two week prior to production. The proposed JMF shall conform to the HMA mixture quality requirements specified in Section 39 of the State Standard Specifications and these special provisions. HMA production for this project shall not begin until the Contractor has received written notification from the Engineer.

For pavement repair and paving conforms, use the method process. For pavement resurfacing, use standard process.

Asphalt Binder

The grade of asphalt binder mixed with aggregate for HMA Type A must be PG 64-10.

Aggregate

The aggregate for HMA Type A must comply with the ¾ inch grading for pavement repair and ½ inch grading for pavement overlay.

Construction

The final grade shall conform to the lines and grades set by the Engineer and the surrounding area.

Trucks or other vehicles shall not cross over the HMA deposited in a windrow. If a crossover occurs, all material compacted by the vehicle crossing over shall be removed from the windrow.

Subgrade and Tack Coat

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Immediately prior to applying prime coat or paint binder (tack coat), the subgrade to receive HMA shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be free of loose or extraneous material. If the HMA is to be placed on an existing base or pavement which was not constructed as part of the contract, the surface shall be cleaned by sweeping, flushing or other means to remove all loose particles of paving, dirt and all other extraneous material immediately before applying the prime coat or paint binder (tack coat). For HMA to be placed on the widened area as shown in the plans, compact existing subgrade by 95%.

A tack coat shall be applied to the existing surfaces as specified in Section 39-1.09(10) "Tack Coat", of the State Standard Specifications.

A Certificate of Compliance certifying compliance with these requirements shall be furnished to the Engineer in conformance with the provisions in Section 6.11, "Certificates of Compliance," of the County Standard Specifications.

The tack coat will not be measured and paid separately and it shall be considered as included for payment in the unit bid price for furnishing and installing various kinds of HMA.

Weight tickets shall be collected at the construction site and given to the Engineer the day of delivery or, with the Engineer's approval, no later than 12:00 (noon) of the next working day. No tags will be accepted for pay purposes beyond this time limit.

Measurement and Payment: 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, and for doing all the work involved in the complete installation of HMA for roadway pavement, including site preparation; furnishing, placing, spreading and compacting; placing and applying tack coats, paint, and asphalt binders; complete in place as shown on the plans and as specified in these Special Provisions, and no additional compensation will be allowed therefor.

111-12.13 ADJUST EXISTING DRAINAGE MANHOLE TO GRADE

Adjust existing drainage manhole to grade shall conform to the provisions of Section 15, "Existing Highway Facilities," and Section 70, "Miscellaneous Facilities," of the County Standard Specifications and these special provisions.

Prior to paving, all utility access points within the paved portion of the roadway shall be marked with appropriately colored paint. Contractor shall mark a reference point outside the paving area for relocating the manhole after paving. Utility representatives will confirm the utility locations prior to final paving.

Measurement and Payment: The contract price paid for each Adjust existing drainage Manhole to Grade shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in adjusting frames, covers, and manholes, including temporary covers, and locating and marking utility access points, and no additional payment will be allowed.

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111-12.14 ADJUST EXISTING MONUMENT TO GRADE

Adjust Existing Monument to Grade shall conform to the provisions of Section 15, "Existing Highway Facilities," and Section 81, "Monuments," of the County Standard Specifications and these special provisions.

County will provide monument box riser rings and new monument boxes where required.

Prior to paving, all utility access points and boxes within the paved portion of the roadway shall be marked with appropriately colored paint. Contractor shall mark a reference point outside the paving area for relocating the monument and/or water boxes after paving. Utility representatives will confirm the utility locations prior to final paving.

The contract price for each Adjust Existing Monument to Grade shall include full compensation for furnishing all labor, materials, tools and equipment, and for doing all the work involved in adjusting and monument box, including temporary covers, and locating and marking utility access points, and no additional payment will be allowed.

111-12.15 THERMOPLASTIC PAVEMENT MARKING

Thermoplastic pavement markings shall conform to the provisions in Section 84 "Traffic Stripes and Pavement Markings," of the County Standard Specifications, Section 84-2 "Traffic Stripes and Pavement Markings" of the State Standard Specifications, State Standard Plans, CA MUTCD, the plans and these Special Provisions.

Thermoplastic pavement markings shall cover arrows, symbols, numerals, words, limit and yield lines shown on the project plans "Striping and Roadside Signs".

The pigment, glass beads, and filler additive shall be well dispersed in the binder before application to the pavement. Heated thermoplastic material shall not emit fumes that are toxic or injurious to persons or property, and shall comply with all applicable air pollution control rules and regulations.

Aside from regular glass beads, 3M Reflective Elements (microcrystalline beads) shall be added to improve or increase reflectivity and visibility of pavement markings. Contact information for 3M Reflective Elements: 3M Traffic Safety and Security Division, 3M Center Bldg 0235-03-A-09 St Paul, MN 55144-10000 at phone **1-800-553-1380**. Color varies from white and yellow crystalline beads. Use white for white marking/striping and yellow for yellow marking/striping.

The completed pavement markings shall have clean and well-defined edges without running or deformation, and shall conform to the dimensions shown in these Special Provisions.

Thermoplastic materials shall be tested prior to use or the manufacturer shall provide the Engineer with a Certificate of Compliance in accordance with the provisions of Section 6.11, "Certificates of Compliance," of the County Standard Specifications.

Work shall consist of replacing existing pavement markings, crosswalks and stop bars, where pavement is resurfaced, or at other locations as directed by the Engineer.

SECTION 111

Time requirements as set out in "Thermoplastic Traffic Stripes," shall also apply to thermoplastic pavement markings.

Thermoplastic pavement markings, stop bars and crosswalks shall be measured by the square feet for the area covered by each marking unit. Stop bars and crosswalks shall be 12 inches wide per State Std. Plan A24F.

Measurement and Payment: The contract prices paid per square foot for Thermoplastic Pavement Marking shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including cat-tracks(layout), complete in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional payment will be made therefor.

111-12.16 THERMOPLASTIC TRAFFIC STRIPE

Thermoplastic Traffic Stripe/Pavement Marker shall conform to the provisions in Section 84 "Traffic Stripes and Pavement Markings," of the County Standard Specifications, Section 81-3 "Pavement Markers" and Section 84-2 "Traffic Stripes and Pavement Markings" of the State Standard Specifications, State Standard Plans, CA MUTCD, the plans and these Special Provisions.

Work shall consist of replacing existing striping Detail 22 (6" yellow line) & Detail 39 (6" white line) where pavement is resurfaced, or at other locations as directed by the Engineer. The 6" width is based on the Revised Standard Plan RSP A20A dated April 20, 2018.

New thermoplastic traffic stripes (all types, widths) shall replace the existing stripes, in their existing locations, or as shown on the striping plans.

The pigment, glass beads, and filler additive shall be well dispersed in the binder before application to the pavement. Heated thermoplastic material shall not emit fumes that are toxic or injurious to persons or property, and shall comply with all applicable air pollution control rules and regulations.

Aside from regular glass beads, 3M Reflective Elements (microcrystalline beads) shall be added to improve or increase reflectivity and visibility of pavement markings. Contact information for 3M Reflective Elements: 3M Traffic Safety and Security Division, 3M Center Bldg 0235-03-A-09 St Paul, MN 55144-10000 at phone **1-800-553-1380**. Color varies from white and yellow crystalline beads. Use white for white marking/striping and yellow for yellow marking/striping

The Engineer shall check and approve the cat tracks before striping. Contractor shall be responsible for the cat tracking operations.

Thermoplastic materials shall be tested prior to use or the manufacturer shall provide the Engineer with a Certificate of Compliance in accordance with the provisions of Section 6.11, "Certificates of Compliance," of the Standard Specifications.

Measurement and Payment: The contract price paid per Linear Foot for Thermoplastic Traffic Stripe Det 22, Det 38 and Det 39 shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, including cat-tracks(layout) and markers for Det 22, complete in place as shown on the plans, as specified in these special provisions, and as directed by the Engineer, and no additional payment will be made therefor.

SECTION 111

111-12.17 ROADSIDE SIGNS

Road Signs shall conform to the provisions of: Section 56 of County of Santa Clara and State's Standard Specifications, latest edition of CA MUTCD, State Standard Plans "Roadside Signs Typical Installation (pages 348, 349 & 350), the details shown on the project plans and these special provisions.

Roadside Signs shall cover the following items of work: (a) Relocate Existing Roadside Sign, (b) Relocate Existing Roadside Sign & Add New Sign Panel, (c) Install New Roadside Sign with 2 Sign Panels, (d) Install New Roadside Sign with 1 Sign Panel, and, (e) Add New Sign Panel on Existing Roadside Sign. Refer to "Striping and Roadside Signs" of the project plans for details/type of sign panel/s to be placed on signpost.

Contractor shall relocate roadside signs as identified and specified on the plans. Contractor shall manufacture and install **five (5) W11-1(Bicycle) with W16-1P (Share the Road)** signs at least **3 working days prior to beginning construction**. Otherwise, all other item of work under "Roadside Sign" shall be installed or relocated during construction.

If there is an existing signpost and a new sign panel is added, use the same post. For new sign panel installation where no existing signpost exists, refer to Caltrans Standard pages 348, 349 and 350 for wood post installation.

Contractor shall fabricate, furnish and install new roadside sign at location specified on the plans. The fabrication and installation of the roadside sign shall conform to CA MUTCD and State Standard Plans, Specifications and Sign Specifications. Contractor shall furnish and install new posts and concrete foundation.

Measurement and Payment: The contract price paid for each: (a) Relocate Existing Roadside Sign with or without an addition of new sign panel, (b) Install New Roadside Sign (c) Add new sign panel to existing Roadside Sign, shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in removing and preserving sign panels prior to installation at a new location, reinstallation of sign panel at new location, fabricating and installing new roadside sign panels including mounting accessories, furnishing and installing post and concrete foundation as shown on the plans and State Standard Plans, as specified in the CA MUTCD and these Special Provisions, and as directed by the County, and no additional payment will be allowed

111-12.18 INSTALL DELINEATORS

Install Delineators shall conform to the provisions of Section 81-2 "Delineators" of the State Standard Specifications, Chapter 3F "Delineators" of the CA MUTCD, the project plans and these special provisions.

Contractor shall furnish and install delineators at locations specified on the project plans. The fabrication and installation of delineators shall conform to Chapter 3F "Delineators" of the CA MUTCD. **Delineators shall be Class 1 Type E.**

Measurement and Payment: The contract price paid for each Install Delineator shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in fabricating and installing delineators as shown on the plans, as specified in CA

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MUTCD, State Standard Specifications and these Special Provisions, and as directed by the County, and no additional payment will be allowed

111-12.19 SHOULDER BACKING – AGGREGATE BASE CL 2

Shoulder backing – Aggregate Base Class 2 shall conform to the provisions of Section 26 Aggregate Bases of the County Specifications, Section 19-9 “Shoulder Backing” of the State Standard Specifications, Section 30 “Reclaimed Pavement” of the State Standard Specifications, the project plans and these special provisions.

Shoulder backing shall be placed wherever the edge of roadway (within the project limits from start to end) is more than 4” above existing grade or on existing driveway approaches. Aggregate Base Class 2 (AB Cl 2) shall be used as shoulder backing material. It shall be compacted to 95% relative compaction. Recycled or used aggregate base or grindings can also be used as shoulder backing. If this option is chosen, cost must be adjusted accordingly on the quantity of recycled aggregate base. Cost adjustment will be done during construction phase. Use specified gradation per Caltrans Specifications. Location of shoulder backing areas are on the drawing plans.

For existing driveway approaches with local soil/gravel materials, it shall also use AB Cl 2 compacted at 95%. Locations of these driveways are shown on the drawing plans.

All debris shall be removed from the shoulder area and existing driveway approaches prior to placement of AB Cl 2.

Measurement and Payment: The contract price per Ton of Shoulder Backing – Aggregate Base Cl 2 shall include full compensation for furnishing all labor, materials, tools, equipment, transportation and incidentals required for placing (including loading, hauling, depositing, spreading, compacting) aggregate base for shoulder backing and driveway approaches at specified locations, including scarifying or blading, grading, watering, compaction and other related work and no additional payment will be allowed.

111-12.20 FINISHING ROADWAY

Finishing roadway shall conform to the provisions in Section 22, “Clean Up (Finishing Roadway)” of the County Standard Specifications.

Full compensation for conforming to the provisions of this section shall be considered as included in other items of work and no additional compensation is allowed.

111-13 TRAFFIC SIGNAL, COMMUNICATION AND HIGHWAY LIGHTING SYSTEMS

NOT USED

111-14 TRENCH AND EXCAVATION WORKER PROTECTION (TRENCH SAFETY)

NOT USED

111-15 DIFFERING SITE CONDITIONS

111-15.01 Contractor’s Notification

111-27

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Promptly notify the Project Engineer the following conditions:

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

Include details explaining the information relied on and material differences discovered. The differing site condition claim will be waived if fail to promptly notify the Project Engineer, or prior to the investigation, the job site is disturbed.

111-15.02 Project Engineer's Investigation and Decision

Upon notification, the Project Engineer will investigate job site conditions and:

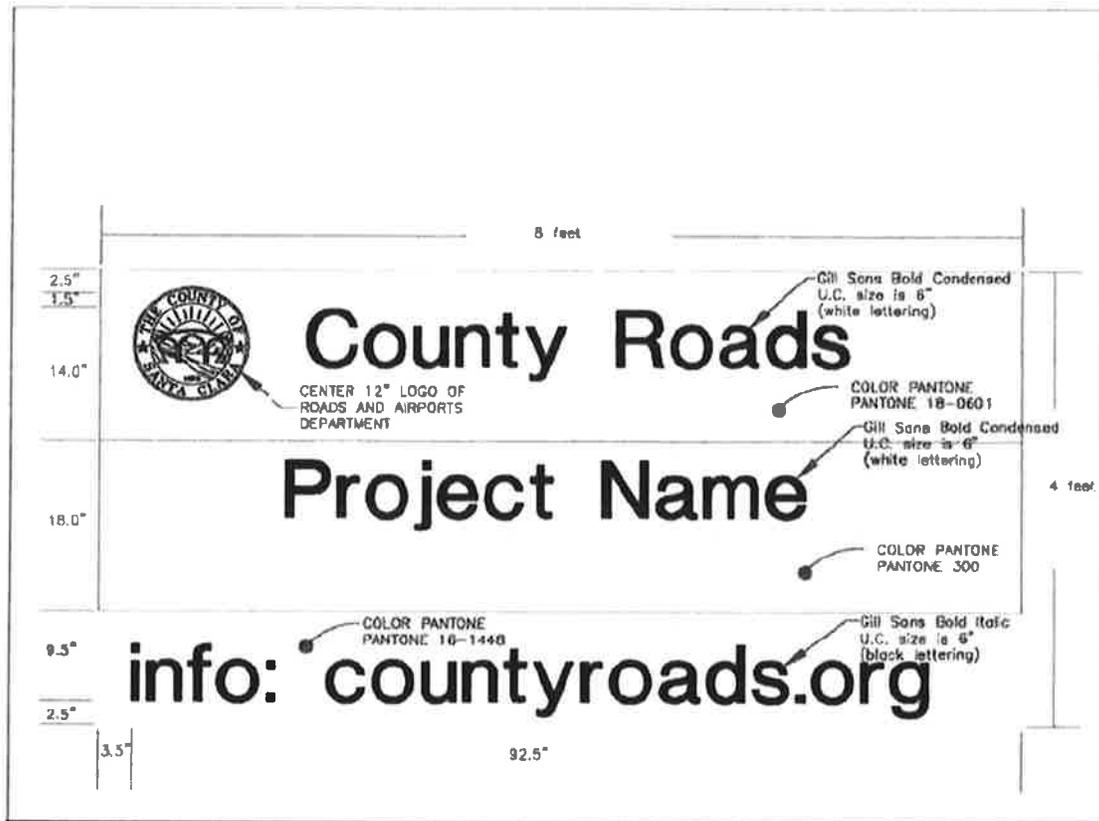
1. Notify whether or not to resume affected work
2. Decide whether the condition differs materially and is cause for an adjustment of time, payment, or both.

111-16 SUPPLEMENTAL WORK

Supplemental Work shall be as defined in Section 1.02 "Definitions" and shall comply with Section 4.07 "Extra Work" of the County Standard Specifications.

SECTION 111

INFORMATIONAL SIGN



W11-1 (Bicycle) with W16-1P (Share the Road): Refer to the latest edition of CA MUTCD

SECTION 111

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

MUTCD NUMBER W16-1 CODE W79A

W79

H Red.

SIGN SIZE	DIMENSIONS (INCHES)							
	A	B	C	D	E	F	G	H
30 x 24	30	24	1/2	3/4	5	5C	4	1-7/8
36 x 30	36	30	5/8	7/8	6-1/2	6C	5	2-1/4
48 x 36	48	36	3/4	1-1/4	7	8C	6	3

COLORS
LEGEND - BLACK (NON-REFLECTIVE)
BACKGROUND - YELLOW (REFLECTIVE)

- THE POLICY FOR INTENDED USAGE OF THIS SIGN IS SHOWN ON REVERSE SIDE -

5/4/99
REVISION
REVISION

CHIEF, OFFICE OF SIGNS AND DELINEATION DATE REVISION REVISION

SECTION 112 - BID FORMS

BID FORM 1 - BID PROPOSAL

NAME OF BIDDER: _____
MAILING ADDRESS: _____

DIR #: _____
CA LICENSE #: _____
PHONE: _____
FAX: _____
EMAIL ADDRESS: _____
(Provide email address and name of person to contact regarding bids)

TO: The County of Santa Clara, herein called Owner:

1. Pursuant to and in compliance with the Notice to Bidders and the Contract Documents relating to
Uvas Road Pavement Rehabilitation Project From Little Uvas Road To Watsonville Road
Federal Project Number: STPL-5937(219)

the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with the local conditions affecting the performance and the costs of the Work at the place where the Work is to be done and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents, including the furnishing of any and all labor and materials, and do all the work required to construct and to complete said Work in accordance with the Contract Documents.

2. Accompanying this Bid Proposal is _____ (insert word "cash," "cashier's check," "certified check," or "Bidder's Bond" as the case may be) an amount equal to at least ten percent (10%) of the total of the Bid including all Additive and Alternative Items.

3. **ADDENDA**

- No Addenda received.
- Addenda received as listed below:

Acknowledged receipt of each Addendum must be included with the Bid. Failure to acknowledge receipt of all Addenda may cause the Bid to be considered non-responsive.

Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

4. **BID SCHEDULE**

NAME OF BIDDER: _____

Uvas Road Pavement Rehabilitation Project From Little Uvas Road to Watsonville Road
Federal Project Number: STPL-5937(219)

<u>Spec Ref.</u>	<u>Bid Item No.</u>	<u>Bid Item Description</u>	<u>Qty</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Item Total</u>
111--06	1	TRAFFIC CONTROL SYSTEM	1	LS		
111-12.02	2	MOBILIZATION	1	LS		
111-12.03	3	CLEARING AND GRUBBING	1	LS		
111-12.09	4	ROADWAY EXCAVATION FOR PAVEMENT REPAIR	1,300	CY		
111-12.10	5	CRACK SEAL/FILLER	12	LNMI		
111-12.11	6	COLD PLANE ASPHALT CONCRETE CONFORM	3,000	SQYD		
111-12.12	7	HOT MIX ASPHALT (HMA) TYPE A FOR REPAIR	2,600	TON		
111-12.12	8	HMA TYPE A FOR OVERLAY	7,300	TON		
111-12.13	9	ADJUST EXISTING DRAINAGE MANHOLE TO GRADE	1	EA		
111-12.14	10	ADJUST EXISTING MONUMENT TO GRADE	35	EA		
111-12.15	11	S THERMOPLASTIC PAVEMENT MARKING	570	SQFT		
111-12.16	12	S THERMOPLASTIC TRAFFIC STRIPE DET 22	32,400	LF		
111-12.16	13	S THERMOPLASTIC TRAFFIC STRIPE DET 38	75	LF		
111-12.16	14	S THERMOPLASTIC TRAFFIC STRIPE DET 39	64,800	LF		
111-12.17	15	S RELOCATE EXISTING ROAD SIGN	1	EA		
111-12.17	16	S RELOCATE EXISTING ROAD SIGN & ADD NEW SIGN PANEL	1	EA		
111-12.17	17	S INSTALL NEW ROADSIDE SIGN WITH 2 SIGN PANELS	11	EA		
111-12.17	18	S INSTALL NEW ROADSIDE SIGN WITH 1 SIGN PANEL	2	EA		
111-12.17	19	S ADD NEW SIGN PANEL ON EXISTING ROADSIDE SIGN	1	EA		
111-12.18	20	S INSTALL DELINEATOR	52	EA		
111-12.19	21	SHOULDER BACKING - AGGREGATE BASE CL 2	323	TON		
111-16	22	SUPPLEMENTAL WORK	185,000	EA	\$1.00	

NOTES: When shown, (F) denotes "Final Pay Quantity Item" and (S) denotes "Specialty Item."

TOTAL BASE BID PRICE (SUM OF BID ITEMS 1 THROUGH 22 INCLUSIVE):

WRITE AMOUNT IN FIGURES AND WORDS

\$ _____

_____ DOLLARS

5. The names of all persons interested in the foregoing Bid as principals are as follows:

NOTES:

- If Bidder or other interested person is a corporation, state legal name of corporation, the State where incorporated, and names of the president and secretary thereof;
- If a partnership, state name of the firm, and names of all individual partners composing firm;
- If Bidder or other interested person is an individual, state first and last names in full.

6. California Contractor's license number is: _____ Expiration date: _____
Class: _____

NOTES:

- If Bidder is a corporation, the legal name of the corporation shall be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation;
- If Bidder is a partnership, the name of the firm shall be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and
- If Bidder is an individual, the Bidder shall sign below.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

BASIS FOR AWARD OF CONTRACT

1. A Contract, without additive and/or deductive Bid items, will be awarded to the "Responsible bidder" submitting the lowest responsive Base Bid (as may be corrected in accordance with paragraph 5 below). For a contract using additive and/or deductive Bid items, California Public Contract Code §20103.8 prescribes how additive and/or deductive Bid items are to be considered in awarding a public contract. Whenever additive or deductive Bid items are included in a Bid, the Notice to Bidders will specify the method to be used as the basis for determining the low Bid.
2. "Responsible bidder" (per California Public Contract Code § 1103) is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
3. The Owner reserves the right to reject this Bid (see Section 100-09 "Bid Acceptance/Rejection" of these Special Provisions). This Bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.
4. If written notice of the acceptance of this Bid is mailed or delivered personally to the Bidder within sixty (60) days after the date set for the opening of this Bid, or at any time thereafter before it is withdrawn, the undersigned Bidder shall execute and deliver the Agreement contained in the Contract Documents to Owner in accordance with this Bid as accepted. The Bidder shall also furnish and deliver to Owner the Performance Bond, Payment Bond for Public Works as specified, Contractor's Certification of Worker's Compensation, and proof of insurance coverages as required by these Special Provisions, all within twenty (20) days after the date of the Notice of Award. The contract Bonds and Insurance shall be satisfactory to, and on the forms approved by Owner. Notice of Award and requests for additional information will be addressed to the Bidder at the address set forth above.
5. Wherever in this Bid Proposal an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail. If all or any portion of this Bid Proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, **the unit prices shall prevail** in computing the extensions for the totals shown on the Bid Schedule, and for purposes of computation of payments for increased or decreased quantities of actual authorized work performed in the completion of the Contract. If the Bid Proposal contains an arithmetical error in the computation of unit price extensions (summation of bid item totals), **the Owner will correct and revise the total Base Bid price accordingly. Owner will not make any changes in the totals shown on the Bid Schedule for "lump sum."**

Uvas Road Pavement Rehabilitation Project From Little Uvas Road To Watsonville Road

**BID FORM 2A – CERTIFICATION OF SUBCONTRACTING LIMITATIONS &
DESIGNATION OF SUBCONTRACTORS**

Pursuant to the California Subletting and Subcontracting Fair Practices Act, Public Contract Code, sections 4100 et seq. (the “Subcontractor Listing Law”), **Bidder shall completely fill in the form on the next page (Bid Form 2B) for each Subcontract that exceeds one-half percent (1/2%) of the Bidder’s total Base Bid**, or in the case of bids for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total base bid or \$10,000, whichever is greater.

If more than one subcontractor is listed for the same kind of Work, state the portion of Work each subcontractor will perform. If a bidder fails to specify a subcontractor as required hereunder or if a bidder specifies more than one subcontractor for the same portion of work, the bidder agrees that bidder shall, and is fully qualified to, perform that portion of the work itself. “Subcontractor” means a contractor, within the meaning of Business and Professions Code section 7026, who contracts directly with the Bidder, performing work or labor or render service to the Bidder.

Failure to list required information may result in bid determined to be non-responsive. Bidder shall list all Subcontractors, their Place of Business (physical address) California contractor’s License Number, and Description, Bid Item Numbers and Dollar values of the Subcontractor(s)’ Work. “Specialty” Item of Work subcontractors shall be so designated.

Contractor hereby certifies that it shall perform with its own organization Contract Work amounting to **not less than 50%** of the original total Contract price, excluding the Supplemental Work allowance and any designated “Specialty Item,” both of which may be deducted from the original Contract price before computing the amount of Work required to be performed by the Contractor with its own organization. Bidder’s failure to list a Subcontractor for any portion of the Work in excess of 1/2% of Bidder’s total Base Bid signifies that Bidder will self-perform that portion of the Work with its own forces.

BIDDER’S SIGNATURE: _____	DATE: _____
BIDDER’S NAME (PRINT): _____	
TITLE (PRINT): _____	

Continued next page...

BIDDER _____ Uvas Rd Pavement Rehabilitation Project From Little Uvas Road To Watsonville Rd

BID FORM 2B - CERTIFICATION OF SUBCONTRACTING LIMITATIONS & DESIGNATION OF SUBCONTRACTORS

SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, CA CONTRACTOR'S LICENSE #, DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) #, & EMAIL	Bid Item Number And description	Specialty Item of work (Yes/No)	Percentage and Dollar Value of portion of work per bid item(2)	Annual Gross Receipts. Check One: (2)	CERTIFIED DBE (Owner Use only)
Company Name: Business Address: CA License Number: DIR Number: Email:			% / \$ % / \$ % / \$ % / \$ % / \$	<input type="checkbox"/> <\$1 Million <input type="checkbox"/> \$1 -5 Million <input type="checkbox"/> \$5-10 Million <input type="checkbox"/> \$10-15 Million <input type="checkbox"/> >\$15 Million	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE#: _____ Age of Firm (Yrs): _____
Company Name: Business Address: CA License Number: DIR Number: Email:			% / \$ % / \$ % / \$ % / \$ % / \$	<input type="checkbox"/> <\$1 Million <input type="checkbox"/> \$1 -5 Million <input type="checkbox"/> \$5-10 Million <input type="checkbox"/> \$10-15 Million <input type="checkbox"/> >\$15 Million	<input type="checkbox"/> YES <input type="checkbox"/> NO If YES list DBE#: _____ Age of Firm (Yrs): _____

BIDDER'S SIGNATURE: _____ **DATE:** _____

BIDDER'S NAME (PRINT): _____

TITLE (PRINT): _____

NOTE: 1. To list additional Subcontractors, submit completed copies of this Bid Form 2B as needed.
 2. This information is required by Title 49, section 26.11 of the Code of Federal regulations.
 Distribution (Owner use only): (1) Fax one copy to DBE Liaison Officer at County EEO Department at (408)-299-6827.

**BID FORM 3 – AGREEMENT TO BE BOUND
(ADDENDUM A)**

Supervisor Cindy Chavez, District 2
70 West Hedding Street, 10th Floor
San Jose, CA 95110

Re: Santa Clara County Project Labor Agreement.

Dear Ms. Cindy Chavez:

The undersigned party confirms that it agrees to be a party to and bound by the Santa Clara County Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this **Agreement to Be Bound**, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Article 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned party agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the Santa Clara County Project Labor Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Project Contract Number: _____

California State License Number:
or Motor Carrier (CA) Permit Number _____

DIR Public Works Registration # _____

Name and Signature of Authorized Person: _____

(Print Name)

(Title)

(Signature)

(Date)

SANTA CLARA COUNTY
COUNTYWIDE PROJECT LABOR AGREEMENT

This Agreement is entered into this JAN 24 2017 by
and between the County of Santa Clara (hereinafter, the "County"), together with
contractors and subcontractors of all tiers, who shall become signatory to this Agreement
by signing the "Agreement To Be Bound" (Addendum A) (all of whom are referred to
herein as "Contractor(s)/Employer(s)"), and the Santa Clara and San Benito Counties
Building & Construction Trades Council ("Council") and its affiliated local Unions that
have executed this Agreement (all of whom are referred to collectively as "Union" or
"Unions").

The purpose of this Agreement is to promote efficiency of construction operations
during the County's Construction Project ("Project") as defined herein, and to provide for
peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby
promoting the County's interest in assuring the timely and economical completion of the
Project. The County and the Council may mutually agree in writing to add components
and projects to be covered under this Agreement.

WHEREAS, the timely and successful completion of the Project is of the utmost
importance to the County to meet the needs of the County and to avoid increased costs
resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the
performance of the construction work, including those to be represented by the Unions
signatory to this Agreement and employed by contractors and subcontractors who are
also signatory to this Agreement; and

WHEREAS, it is recognized that on a project of this magnitude with multiple
contractors and bargaining units on the job site at the same time over an extended period
of time, the potential for work disruption is substantial, without an overriding
commitment to maintain continuity of work; and

WHEREAS, the interests of the County, the Unions, the Contractor(s)/
Employer(s) and the public would be best served if the construction work proceeded in an
orderly manner without disruption because of strikes, sympathy strikes, work stoppages,
picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor(s)/Employer(s) and the Unions desire to mutually
establish and stabilize wages, hours and working conditions for the workers employed on
the Project by the Contractor/Employer(s), and further, to encourage close cooperation
among the Contractor/Employer(s) and the Union(s) so that a satisfactory, continuous and
harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the parties agree that one of the primary purposes of this Agreement
is to avoid the tensions that might arise on the Project if Union and non-union workers of
different employers were to work side by side on the Project, thereby leading to labor
disputes that could delay completion of the Project; and

WHEREAS, the Agreement is not intended to replace, interfere with, abrogate,
diminish or modify existing local or national collective bargaining agreements in effect
during the duration of the Project, insofar as a legally binding agreement exists between
the Contractor(s)/Employer(s) and the affected Union(s), except to the extent that the

Approved: 01/24/2017

84108

Santa Clara County JAN 24 2017,
via Project Labor Agreement

provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Project will be awarded in accordance with the applicable provisions of the Public Contract Code and other applicable California law; and

WHEREAS, the County has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contract on the Project; and

WHEREAS, the County places high priority upon the development of comprehensive programs for the recruitment, training and employment of traditionally underrepresented and targeted workers, and recognizing the ability of local pre-apprenticeship and apprenticeship programs to provide meaningful and sustainable careers in the building and construction industry; and

WHEREAS, the parties to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Project; and

WHEREAS, the County of Santa Clara has previously entered into project labor agreements with the Unions for prior projects and has experienced positive benefits with its relationship with the Unions. The County Board of Supervisors has approved the use of this Agreement.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE I DEFINITIONS

1.1 "Agreement" means this Countywide Project Labor Agreement.

1.2 "Agreement To Be Bound" means the agreement (attached hereto and incorporated herein as Addendum A) which shall be executed by each and every Contractor(s)/Employer(s) as a condition of performing Project Work.

1.3 "Completion" means that point at which there is Final Acceptance by the County of a Construction Contract. For this definition of "Completion," "Final Acceptance" shall mean that point in time at which the engineer for the County has determined upon final inspection that the work has been completed in all respects and all required contract documents, contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents and the County has executed a written acceptance of the work.

1.4 "Construction Contract" means the public works or improvement contract(s) (including design-bid, design-build, lease-leaseback or other contract under which construction of the Project is done) awarded by the County that are necessary to complete the Project.

1.5 "Contractor(s)/Employer(s)" or "Contractor(s)" or "Employer(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint

ventures, that is an independent business enterprise, and their successors and assigns, that enters into a contract with the County with respect to the construction of any part of the Project, under contract terms and conditions approved by the County and which incorporate this Agreement, and any of its contractors or subcontractors of any tier.

1.6 "Council" means the Santa Clara and San Benito Counties Building & Construction Trades Council.

1.7 "County" means Santa Clara County, its authorized employees, agents, and administrative staff.

1.8 "Master Agreement" or "Schedule A" means the Master Collective Bargaining Agreement of each craft Union signatory hereto, copies of which shall be provided to the County upon request.

1.9 "Project" means all County construction projects funded in whole or in part with County funds and approved by the Board of Supervisors in accordance with the County's Public Works Contracts Board Policy 5.7. The County and the Council may mutually agree in writing to add additional components to the Project's Scope of Work to be covered under this PLA.

1.10 "Project Manager" means the person(s) or business entity(ies) designated by the County to oversee all phases of construction on the Project and to oversee the implementation of this Agreement and who works under the guidance of the County's Authorized Representative.

1.11 "Union" or "Unions" means the Santa Clara and San Benito Counties Building & Construction Trades Council, AFL-CIO, ("the Council") and any affiliated Union signatory to this Agreement, acting on their own behalf and on behalf of their respective affiliates and member organizations, whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

ARTICLE 2 SCOPE OF AGREEMENT

2.1 Parties: The Agreement shall apply to and is limited to all Contractor(s)/ Employer(s) performing or subcontracting work under the Construction Contract(s) on the Project (including subcontractors at any tier), the County, the Council and its affiliated Unions signatory to this Agreement.

2.2 Applicability: The Agreement shall govern all Construction Contracts awarded on County Projects in accordance with the County's Public Works Contracts - Board Policy 5.7. For the purposes of this Agreement, the Construction Contract shall be considered complete as set forth in Section 1.3, except when the County's authorized representative directs a Contractor to engage in repairs, warranty work, or modifications as required under the Construction Contract with the County.

2.3 Covered Work: This Agreement covers, without limitation, all on-site site

preparation, surveying, construction, alteration, demolition, installation, improvement, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the project), pumps, pump stations, and modular furniture installation. On-site work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed solely to supply materials to the Project. This scope of work includes all soils and materials testing and inspection where such testing and inspection is a classification in which a prevailing wage determination has been published.

2.3.1 This Agreement shall apply to any start-up, calibration, commissioning, performance testing, repair, and operational revisions to systems and/or subsystems performed for the Project after Completion unless it is performed by County employees.

2.3.2 This Agreement covers all on-site fabrication work over which the County or Contractor(s)/Employer(s) possess the right of control (including work done for the Project in any temporary yard or area established for the Project.). Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Schedule A Agreement or local addenda to a National Agreement of the applicable Union(s) that is in effect as of the execution date of this Agreement.

2.3.3. The furnishing of supplies, equipment or materials which are stockpiled for later use shall not be covered by this Agreement. However, construction trucking work, such as the delivery of ready-mix, asphalt, aggregate, sand or other fill or material which are incorporated into the construction process as well as the off-hauling of debris and excess fill, material and/or mud, shall be covered by the terms and conditions of this Agreement. Contractor/Employer(s), including brokers, of persons providing construction trucking work shall provide certified payroll records to the County within ten (10) days of written request or as required by bid specifications.

2.3.4 Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, and the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Technicians, with the exception that Articles 4, 13 and 14 of this Agreement shall apply to such work.

2.4 Exclusions: The following shall be excluded from the scope of this Agreement:

2.4.1 The Agreement shall not apply to a Contractor(s)/Employer's non-

construction craft employees, including but not limited to executives, managerial employees, engineering employees and supervisors above the level of General Foreman (except those covered by existing Master Agreements), staff engineers or other professional engineers, administrative and management personnel.

2.4.2 This Agreement shall not apply to any work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, city or other governmental bodies or their contractors; or by public or private utilities or their contractors.

2.4.3 This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.4.4 The County shall not be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code.

2.5 Award of Contracts: It is understood and agreed that the County shall have the right to select any qualified bidder for the award of the Construction Contract(s) under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on or after the effective date of this Agreement. A copy of all invitations to bid shall be provided at time of issuance to the Council.

ARTICLE 3 EFFECT OF AGREEMENT

3.1 By executing the Agreement, the Unions and the County agree to be bound by each and all of the provisions of the Agreement.

3.2 By accepting the award of work under a Construction Contract for the Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement To Be Bound in the form attached hereto as Addendum A.

3.3 At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of work under a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a condition of accepting an award of a construction subcontract to agree in writing, by executing the Agreement To Be Bound, to be bound by each and every provision of this Agreement prior to the commencement of work. The obligations of a contractor may not be evaded by subcontracting.

3.4 This Agreement shall only be binding on the signatory parties hereto and their successors and assigns and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party. Each Contractor/Employer shall alone be liable and

responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement. Any dispute between the Union(s) and the Contractor/Employer respecting compliance with the terms of the Agreement shall not affect the rights, liabilities, obligations and duties between the signatory Union(s) and other Contractor(s)/Employer(s) party to this Agreement.

3.5 It is mutually agreed by the parties that any liability by a signatory Union to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s)/Employer(s) and the other Union(s) party to this Agreement.

3.6 The provisions of this Agreement, including Schedules A's, which are incorporated herein by reference, shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Schedule A, to the extent there is inconsistency, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Schedule A and is not covered by this Agreement, the provisions of the Schedule A shall prevail.

ARTICLE 4 WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1 The Unions, County and Contractor(s)/Employer(s) covered by the Agreement agree that for the duration of the Project:

4.1.1 There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on the Project, at the job site of the Project or at any other facility of County because of a dispute on the Project. Disputes arising between the Unions and Contractor(s)/Employer(s) on other County projects are not governed by the terms of the Agreement or this Article.

4.1.2 There shall be no lockout of any kind by a Contractor/Employer of workers employed on the Project.

4.1.3 If a master collective bargaining agreement expires before the Contractor/Employer completes the performance of work under the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike on work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached. If the new or modified master collective bargaining agreement provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/ Employer agrees to comply with any retroactive terms of the

new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim, with retroactive payment due within seven (7) days of the effective date of the modified Master Agreement.

4.1.4 In the very rare case of nonpayment of wages or trust fund contributions on the Project, the applicable Union shall give the County and the subject Contractor/Employer(s) three (3) business days' written notice when nonpayment of trust fund contributions has occurred and two (2) business days' written notice when nonpayment of wages has occurred or when paychecks being tendered to a financial institution normally recognized to honor such paychecks will not honor such paycheck as a result of insufficient funds, of the intent to withhold labor from the subject Contractor/Employer(s)' or their subcontractor's workforce, during which time the subject Contractor/Employer shall have the opportunity to correct the default. In this instance, a Union's withholding of labor (but not picketing) from a Contractor/Employer who has failed to pay its fringe benefit contributions or failed to meet its weekly payroll and to correct the default within the respective time periods shall not be considered a violation of this Article. The County or the prime Contractor may elect to issue joint checks for the disputed delinquencies. Upon written notification to the applicable Union(s) of this election by the County or the prime Contractor, the applicable Union(s) shall promptly order all employees to return to work, or, if within the 72-hour or 48-hour notice period as applicable, shall not withhold labor from Contractor(s) with which the Union(s) have a dispute over, respectively, payroll or trust fund contributions. If the applicable Union does not receive copies of the joint checks within three (3) business days of notification, the Union may resume withholding of labor without further notice. The applicable Union(s) and subject Contractor(s) agree to use their best efforts to resolve any dispute over wage or trust fund contributions in a prompt and expeditious manner in order to minimize any disruption of work of the subject Contractor(s), and the County shall have the right to participate in such efforts. This Section 4.1.4 shall not be invoked for a single inadvertent error in the amount of the payment to an individual employee.

4.1.5 If the County contends that any Union has violated this Article, it will notify in writing the Senior Executive of the Council and the Senior Executive of the Union, setting forth the facts alleged to violate the Article, prior to instituting the expedited arbitration procedure set forth below. The Council will immediately use his/her best efforts to cause the cessation of any violation of this Article. The leadership of the Union will immediately inform the membership of their obligations under this Article.

4.2 **Expedited Arbitration:** Any party to this Agreement shall institute the following procedure, prior to initiating any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.2.1 A party invoking this procedure shall notify Robert Hirsch, as the permanent arbitrator, or Barry Winograd, as the alternate arbitrator under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators

in Section 13.3. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile, email or telephone to the County and the party alleged to be in violation, and to the Council and involved local Union if a Union is alleged to be in violation.

4.2.2 Upon receipt of said notice, the County will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3 The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of an award by the arbitrator.

4.2.4 The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance. If the Arbitrator determines that a violation of this Article has occurred, the breaching party shall, within eight hours of receipt of the decision, take all steps necessary to immediately cease such activities and return to work. Should a party found in violation of this Article fail to comply with an Arbitrator's award to cease the violation by the beginning of the next regularly scheduled shift following the expiration of the eight hour period after receipt of the Arbitrator's decision, the party in violation shall pay to the affected party as liquidated damages the sum of ten thousand dollars (\$10,000.00) per shift for which it failed to comply, or portion thereof, until such violation is ceased. The Arbitrator shall retain jurisdiction to resolve any disputes regarding the liquidated damages claimed under this section.

4.2.5 Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be *ex parte*. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure, or which interfere with compliance, are waived by the parties.

4.2.7 The fees and expenses of the arbitrator shall be divided equally between the party instituting the arbitration proceedings provided in this Article and the party alleged to be in breach of its obligation under this Article.

ARTICLE 5 PRE-CONSTRUCTION CONFERENCE

5.1 Timing: Upon request of the County or the Council, the Project Manager shall convene and conduct a pre-job conference with the Unions and with representatives of all involved Contractors/Employers, who shall be prepared to announce craft assignments and to discuss in detail the scope of work and other issues as set forth below, at a location mutually agreeable to the Council at least 14 calendar days prior to:

- (a) The commencement of any Project Work, and
- (b) The commencement of Project Work on each subsequently awarded Construction Contract.

5.2 The conference shall be attended by a representative of each participating Contractor and each affected Union and the Council and County may attend at their discretion.

5.3 Pre-Job Conference: The pre-job conference will consist of:

- (a) A listing of each Contractor's scope of work;
- (b) The craft assignments;
- (c) The estimated number of craft workers required to perform the work;
- (d) Transportation arrangements;
- (e) The estimated start and completion dates of the work; and
- (f) Discussion of pre-fabricated materials.

5.4 Joint Administrative Committee: This Agreement is intended to provide close cooperation between management and labor. To that end, the County and Council shall each designate two representatives to serve on a Joint Administrative Committee ("JAC"), each of whom may designate an alternate. JAC members may invite participation by a Contractor or Union as needed. The Committee shall meet periodically, at the request of any member, to review progress on the Project, and to discuss matters of general concern, such as safety and security. It is intended that the committee serve as a forum to foster communication between management and labor, and to assist the Unions and the Contractors to complete the Project in an economic and efficient manner without interruption, delays or work stoppages. The Committee shall have no authority to review grievances or disputes involving this Agreement, which are subject to the applicable grievance procedure.

5.4.1 Targeted Hiring Agreement (THA) Implementation: The JAC shall help monitor and implement the THA. The Community Workforce Coordinator shall provide the JAC with an annual report and interim reports as requested on key performance indicators of success such as the number of Targeted Workers and Underrepresented Workers who have participated in an Approved Pre-Apprenticeship Program and Program graduation rates.

**ARTICLE 6
NO DISCRIMINATION**

6.1 The Contractor(s)/Employer(s) and Unions agree to comply with all anti-discrimination provisions of federal, state and local law, to protect employees and applicants for employment, on the Project.

**ARTICLE 7
UNION SECURITY**

7.1 The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2 All employees who are employed by Contractor(s)/Employer(s) to work on the Project will be required to become members and maintain membership in the appropriate Union on or before 8 days of consecutive or cumulative employment on the Project. Membership under this section shall be satisfied by the tendering of periodic dues and fees uniformly required to the extent allowed by the law.

7.3 Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Project.

**ARTICLE 8
REFERRAL**

8.1 Contractor(s)/Employer(s) performing construction work on the Project described in the Agreement shall, in filling craft job requirements, utilize and be bound by the registration facilities and referral systems established or authorized by the Unions signatory hereto. The Contractor/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above the level of general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

8.3 In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturdays, Sundays and Holidays excluded) after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain workers from

any source. A Contractor who hires any workers to perform covered work on the Project pursuant to this section shall immediately provide the appropriate Union with the name and address of such employee(s) and shall immediately refer such employee(s) to the appropriate Union to satisfy the requirements of Article 7 of this Agreement.

8.4 Targeted Hiring: In order to increase construction job opportunities for traditionally underrepresented and targeted workers, the parties agree to comply with the Targeted Hiring Agreement, Addendum B.

ARTICLE 9 WAGES AND BENEFITS

9.1 All Contractor(s)/Employer(s) agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, worker protection and assistance, and health benefit funds established by the applicable Master Agreement for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local Unions.

9.2 By signing this Agreement, the Contractor(s)/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements, as described in Section 9.1, and which may from time to time be amended, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratify and accept the trustees so appointed as if made by the Contractor(s). The Contractor(s) agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

9.3 Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Project shall be governed by the Master Agreement of the respective crafts, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered by this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

9.4 Holidays: The holidays shall be as set forth in the applicable Master Agreement.

ARTICLE 10 APPRENTICES

10.1 Recognizing the need to develop adequate numbers of competent workers in the construction industry, the Contractor/Employer(s) shall employ apprentices from California State-approved Joint Apprenticeship Programs in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

10.2 The apprentice ratios will be in compliance with the applicable provision of the California Labor Code and Prevailing Wage Rate Determination.

10.3 Consistent with the Master Agreements, there shall be no restrictions on the utilization of apprentices in performing the work of their craft provided they are properly supervised.

**ARTICLE 11
HELMETS TO HARDHATS**

11.1 The Contractor(s)/Employer(s) and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractor(s)/ Employer(s) and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

11.2 The Unions and Contractor(s)/Employer(s) agree to coordinate with the Center to participate in an integrated database of veterans interested in working on the Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**ARTICLE 12
COMPLIANCE**

12.1. It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Contractor(s)/ Employer(s) on the Project. To the extent required by law, the County shall monitor and enforce compliance with the prevailing wage requirements of the state, and the Contractors/Employers' compliance with this Agreement.

**ARTICLE 13
GRIEVANCE ARBITRATION PROCEDURE**

13.1 Project Labor Disputes: All Project labor disputes involving the application or interpretation of the Master Collective Bargaining Agreement to which a signatory Contractor/Employer and a signatory Union are parties, and all disputes involving employee discipline and/or discharge, shall be resolved pursuant to the resolution procedures of the Master Collective Bargaining Agreement. Consistent with the Schedule A agreements, no employee working on the Project shall be disciplined or dismissed without just cause. All disputes relating to the interpretation or application of

this Agreement shall be subject to resolution by the Grievance arbitration procedures set forth herein.

13.2 No grievance shall be recognized unless the grieving party (Local Union or District Council, on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the party with whom it has a dispute within seven (7) calendar days after becoming aware of the dispute but in no event more than thirty (30) calendar days after it reasonably should have become aware of the event giving rise to the dispute. Timelines may be extended by mutual agreement of the parties.

13.3 Grievances shall be settled according to the following procedures:

Step 1: Within seven (7) calendar days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

Step 2: In the event that the representatives are unable to resolve the dispute within seven (7) calendar days of the Step (1) meeting, the Union and the Contractor involved shall meet within seven (7) calendar days thereafter to arrive at a satisfactory settlement thereof. The Union(s) shall notify its International Union representative(s), which shall advise both parties if it intends on participating in a Step 2 meeting. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute, either involved party may submit the grievance in writing within seven (7) calendar days to the Business Manager(s) of the affected Union(s) involved, a Labor Relations or managerial representative of the Contractor/Employer involved, and the Project Manager for discussion and resolution.

Step 3: If the grievance is not settled in Step 2, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of the parties. Within seven (7) calendar days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. An arbitrator shall be selected by the alternate striking method from the list of seven (7) below. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second.

1. William Riker
2. Morris Davis
3. William Engler
4. Tom Angelo

5. Alexander Cohn
6. Robert Hirach
7. Barry Winograd

13.4 The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the Arbitrator shall be borne equally by both parties. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator.

13.5 The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

13.6 In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

13.7 Retention: At the time a grievance is submitted under this Agreement or any Master Agreement, the Union(s) may request that the County withhold and retain an amount from what is due and owing to the Contractor(s) against whom the grievance is filed, sufficient to cover the damages alleged in the grievance, should the Union(s) prevail. The amount shall be retained by the County until such time as the underlying grievance giving rise to the retention is withdrawn, settled, or otherwise resolved, and the retained amount shall be paid to whomever the parties to the grievance shall decide, or to whomever an Arbitrator shall so order.

13.8 Should any of the arbitrators listed in Article 4 or above no longer work as a labor arbitrator, the County and the Council shall mutually agree to a replacement.

ARTICLE 14 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

14.1 The assignment of Covered Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of the Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2 All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be

settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

14.3 If a dispute arising under this Article involves the Northern California Carpenters Regional Council or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the California State Building and Construction Trades Council in Sacramento, California, within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

14.4 All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individual employees violating this section shall be subject to immediate discharge. Each Employer will conduct a pre-job conference with the Council prior to commencing work. The Prime Employer and the County will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE 15 MANAGEMENT RIGHTS

15.1 Consistent with the Master Labor Agreements, the Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees, except that lawful manning provisions in the Master Agreement shall be recognized.

ARTICLE 16 DRUG & ALCOHOL TESTING

16.1 The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

16.2 Drug and alcohol testing shall be conducted in accordance with the Substance Abuse Prevention Policies set forth in each applicable Schedule A.

ARTICLE 17 SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction, the remainder of the Agreement

shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

17.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

17.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the County from complying with all or part of its provisions and the County accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the Unions will no longer be bound by the provisions of Article 4.

ARTICLE 18 TERM

18.1 The Agreement shall be included in the Bid Documents as a condition of the award of all Construction Contracts for the Project.

18.2 This Agreement shall become effective on the day it is executed by the County and the Council. This Agreement shall apply to each individual Project approved by the Board of Supervisors pursuant to Public Works Contracts Board Policy 5.7 and shall remain in full force and effect until the Completion of each individually approved Project in accordance with Sections 1.3 and 2.2. Any mutually agreed upon changes to the Agreement shall be set forth in writing and shall not be effective unless and until approved by the County Board of Supervisors, the Council and the applicable Unions. Prior to each five (5) year anniversary of the effective date of this Agreement, the County and the Council shall meet to discuss proposed changes, if any, to the Agreement. Absent changes, the Agreement will roll over for an additional five (5) years.

18.3 The County and the Council agree to meet and confer annually, subsequent to approval of this Project Labor Agreement by the County, regarding the status of and experience with the Project covered by the Agreement and any future projects that may be considered for coverage by this Agreement.

ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Faxed or emailed PDF signature pages transmitted to other parties to this Agreement shall be deemed equivalent of original signatures.

19.2 Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.3 The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

19.4 The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. All defined terms used in this Agreement shall be deemed to refer to the singular and/or plural, in each instance as the context and/or particular facts may require.

SANTA CLARA COUNTY

By: 
Dave Cortese, President
Board of Supervisors

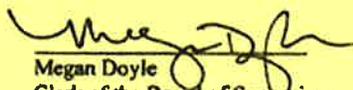
Date: JAN 24 2017

SANTA CLARA AND SAN BENITO COUNTIES
BUILDING & CONSTRUCTION TRADES COUNCIL

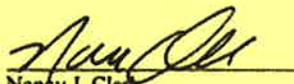
By: 
Josue Garcia, CEO

Date: _____

Signed and certified a copy of this document
Attest:


Megan Doyle
Clerk of the Board of Supervisors

Approved as to Form and Legality

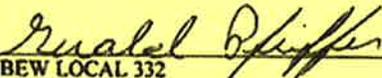

Nancy J. Clark
Lead Deputy County Counsel

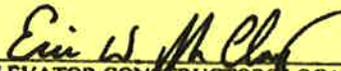
UNION SIGNATURES


ASBESTOS WORKERS LOCAL 16


BOILERMAKERS LOCAL UNION 549


BAC LOCAL UNION 3


IBEW LOCAL 332


ELEVATOR CONSTRUCTORS LOCAL
UNION 8

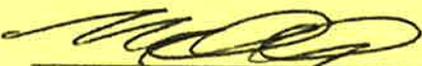

I.U.P.A. DISTRICT COUNCIL 16

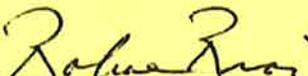

IRON WORKERS LOCAL 377


LABORERS LOCAL UNION 270


OPERATING ENGINEERS LOCAL 3


OPERATIVE PLASTERERS AND CEMENT
MASONS LOCAL UNION 480


PLASTERERS LOCAL UNION 300

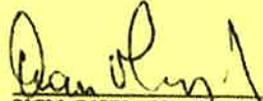

ROOFERS LOCAL UNION 95


UNITED ASSOCIATION, PLUMBERS &
PIPEFITTERS LOCAL UNION 355

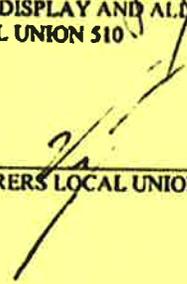

UNITED ASSOCIATION, PLUMBERS &
PIPEFITTERS LOCAL UNION 393

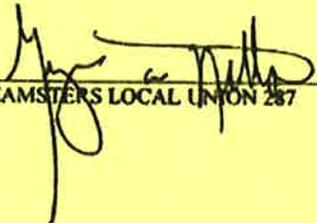

UNITED ASSOCIATION, SPRINKLER
FITTERS LOCAL UNION 483


SHEET METAL WORKERS
INTERNATIONAL UNION LOCAL 104


SIGN, DISPLAY AND ALLIED CRAFTS
LOCAL UNION 510


NORTHERN CALIFORNIA CARPENTERS
REGIONAL COUNCIL, FOR ITSELF AND
ITS AFFILIATES


LABORERS LOCAL UNION 67


TEAMSTERS LOCAL UNION 287

**Addendum A:
Agreement To Be Bound**

[Addressee]
[Address]
[City and State]

Re: Santa Clara County Countywide Project Labor Agreement

Dear Mr./Ms. _____:

The undersigned party confirms that it agrees to be a party to and bound by the Santa Clara County Countywide Project Labor Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements as set forth in Section 9.1, as they may from time to time be amended, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds. The undersigned party agrees to execute a separate Subscription Agreement(s) for Trust Funds when such Trust Fund(s) requires such document(s).

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by the Santa Clara County Countywide Project Labor Agreement undertaken by the undersigned party. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Project Contract Number: _____

California State License Number:
or Motor Carrier (CA) Permit Number _____

DIR Public Works Registration # _____

Name and Signature of Authorized Person: _____
(Print Name)

(Title)

(Signature) (Date)

**Addendum B:
Targeted Hiring Agreement**

- I. **Purpose.** The Parties to the Santa Clara County Countywide Project Labor Agreement ("the Agreement") recognize the mutual needs and public interest in: (1) increasing training and career opportunities for underrepresented and targeted individuals in the construction trades through apprenticeship and pre-apprenticeship programs and (2) developing a pipeline to ensure the continued availability of a skilled, qualified and readily available construction workforce for this and future construction Projects. Furthermore, the Santa Clara & San Benito Counties Building & Construction Trades Council ("Council"), with other parties, is signatory to the Santa Clara County Construction Careers Collaborative Memorandum of Understanding ("MOU"), which is working to establish a coordinated Santa Clara County pre-apprenticeship program to serve as a pipeline for youth and jobseekers into apprenticeship. In furtherance of these goals, the Parties agree to enter into this Targeted Hiring Agreement ("THA") and to participate in the Santa Clara County Community Workforce Pipeline ("the Pipeline").
- II. **Definitions.** All capitalized terms not defined in this THA are as defined in the Agreement.

Approved Pre-Apprenticeship Program. An Approved Pre-Apprenticeship Program means the Santa Clara County Trades Orientation Program or an equivalent structured, MC-J certified pre-apprenticeship program, or Union-sponsored program, that: (1) serves Underrepresented Workers, and (2) is sponsored by Council-approved community-based organizations ("CBOs"), Council affiliates, the Council, the State Building & Construction Trades Council of California, or the North America Building & Construction Trades Council.

Community Workforce Coordinator. The Community Workforce Coordinator means the work2future Workforce Investment Board, or another entity as determined by mutual written agreement of the Council and the County. The Community Workforce Coordinator is responsible for maintaining an up-to-date list of Targeted Workers who are available for work with their current contact information, and will provide this list to any of the Parties upon request.

Covered Contractor. A Covered Contractor means a contractor performing \$250,000 or more of Covered Work on a Project. A Covered Contractor is subject to the Workforce Goal. If a contractor performs less than \$250,000 of Covered Work on a Project, that contractor is not subject to the Workforce Goal, but may nonetheless participate voluntarily in the Workforce Goal.

Targeted Worker. A Targeted Worker is an individual who has completed an Approved Pre-Apprenticeship Program.

Underrepresented Worker. An Underrepresented Worker is an individual who, prior to commencing work on a Project has at least one of the following barriers to employment:

Santa Clara County
Countywide Project Labor Agreement

(1) is currently homeless;(2) is currently receiving public assistance; (3) is currently participating in a reentry program or was formerly incarcerated; (4) has been continuously unemployed for the previous one year; (5) has been emancipated from the foster care system; (6) is a veteran of the U.S. military; (7) is an at-risk youth; (8) is a survivor of labor trafficking; or (9) has a family or household income that falls at or below 300% of the Federal Poverty Line ("FPL") as measured by the United States Department of Health and Human Services.

III. Hiring /Employment Obligations. Consistent with the Master Labor Agreements, hiring hall procedures, and the Joint Apprenticeship Training Committee ("JATC") rules, standards and procedures, Covered Contractors shall make good faith efforts to meet the following Workforce Goal related to hiring and employment of workers on the Project:

Workforce Goal.

- a) Consistent with the requirements of California Labor Code §§ 1776, 1777.5 and 1777.6, each Covered Contractor shall make good faith efforts to reach the goal of employing one (1) or more Targeted Worker(s) as first year apprentice(s) for at least 25% of the Covered Contractor's apprentice hours on the Project, unless the Contractor demonstrates to the Community Workforce Coordinator that the Targeted Worker(s) worked the maximum feasible hours, or shows other good cause. A Targeted Worker may be assigned to work on the Project or on another jobsite at the employer's discretion, provided that the worker is assigned to the same job classification that would apply to a Targeted Worker on the Project.
- b) Nothing in this THA requires a Covered Contractor either to hire a particular individual or to retain a particular individual in employment. In the event that a Targeted Worker is hired by a Covered Contractor but does not complete the requisite hours of employment in paragraph II(a), that Covered Contractor shall make good faith efforts to meet the "Alternate Method to Satisfy Workforce Goal" set forth in Part III of the THA.
- c) The Community Workforce Coordinator, upon request, will refer names of qualified, available, and willing Targeted Workers to the Union and Covered Contractors.
- d) The Unions agree to cooperate with Covered Contractor(s) in providing available apprentices as requested. All apprentices shall be properly supervised and paid in accordance with provisions contained within the Master Labor Agreements.
- e) In the event that the Community Workforce Coordinator is unable to refer sufficient qualified, available, and willing Targeted Workers, this section shall not apply until such time as qualified, available, and willing Targeted Workers are available for hire.
- f) The Unions also agree to cooperate with Santa Clara County and CBO's designated by mutual agreement of the County and the Council in conducting outreach activities

Santa Clara County
Countywide Project Labor Agreement

to recruit and refer Underrepresented Worker applicants to Approved Pre-Apprenticeship Programs for which they are qualified or qualifiable.

- g) The Covered Contractor agrees to maintain electronic records documenting employment of and hours worked by Targeted Worker(s), and to provide such records to the General Contractor, the County, or the Community Workforce Coordinator upon request.

IV. Alternate Method to Satisfy Workforce Goal

- a) Covered Contractors who fail to make good faith efforts to meet the Workforce Goal in Part II of the THA, may also satisfy the Goal by demonstrating that they have accomplished all of the following subject to any Master Labor Agreements, hiring hall procedures, JATC rules and procedures, and standards approved by the Division of Apprenticeship Standards, Department of Industrial Relations, State of California.
 - 1) Made good faith efforts to employ at least one (1) first-year apprentice on the Project (or for equivalent work on another jobsite, provided that the apprentice is assigned to the same job classification the apprentice would have performed on the Project), unless good cause is shown.
 - 2) Through written requests made using a Craft Request Form, offer the Community Workforce Coordinator the opportunity to provide qualified, available, and willing individuals for employment consideration on first-year apprentice positions.
 - 3) Using a Craft Request Form, request construction trades Unions to dispatch qualified, willing, and available individuals referred by the Community Workforce Coordinator by name when feasible.
 - 4) Contact and provide the following information to the Community Workforce Coordinator for all first-year apprentice job openings on the project in a timely manner when requested:
 - a) description of the job, including the trade and any job requirements for applicants, such as specific qualifications or skills;
 - b) person's name and telephone number at the Covered Contractor's business who will be responsible for answering questions regarding the job opening; and
 - c) description of how applicants should apply for the job.

- V. **Consequences of Non-Compliance.** County and the Council shall oversee compliance monitoring of the THA through an MOU with Working Partnerships and the JAC shall consider allegations of non-compliance by a Covered Contractor with the THA. If there is a determination by the JAC that a Covered Contractor has: (1) failed to make good faith efforts to meet the Workforce Goal set forth in Part II of the THA, and (2) failed to

Santa Clara County
Countywide Project Labor Agreement

demonstrate that they have satisfied the Alternate Method as set forth in Part III of the TNA, the issue will be referred to the grievance procedure as provided in Article 13 of the Agreement. At any time during the process of compliance review, the JAC shall have the authority to reach a resolution with the Covered Contractor.

VI. Implementation. The JAC shall help monitor and implement the TNA.

**Santa Clara County
Countywide Project Labor Agreement**

BID FORM 4 - DESIGNATION OF INSURANCE AND BONDING COMPANIES

DESIGNATION OF INSURANCE COMPANY (IES) AND AGENT OR BROKER

The following insurance company (ies) and agent or broker will provide policies of insurance or insurance certificates as are required by the Contract Documents:

Insurance Company (ies) (providing coverages): _____

Admitted in California: YES _____ NO _____

Agent or Broker: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

DESIGNATION OF BONDING COMPANY AND AGENT OR BROKER

The following surety company and agent or broker will provide Payment and Performance Bonds as are required by the Contract Documents:

Surety Company (providing Bonds): _____

Admitted in California: YES _____ NO _____

Agent or Broker: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone: _____

NOTE: Bonding company must be admitted in the State of California.

BIDDER'S SIGNATURE: _____ **DATE:** _____

BIDDER'S NAME (PRINT): _____

TITLE (PRINT): _____

BID FORM 5 - EQUAL OPPORTUNITY REQUIREMENTS

In connection with the performance of Work under this Contract, the Contractor agrees as follows:

1. The County of Santa Clara is an equal opportunity employer. Contractor shall comply with all applicable federal, state, and local laws and regulations including Santa Clara County's equal opportunity requirements. Such laws include but are not limited to the following:
 - Title VII of the Civil Rights Act of 1964 as amended;
 - Americans with Disabilities Act of 1990;
 - The Rehabilitation Act of 1973 (sections 503 and 504);
 - California Fair Employment and Housing Act (Government Code sections 12900 et seq.);
 - California Labor Code sections 1101 and 1102.

Contractor shall not discriminate against any Subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth these requirements.

2. The Contractor herein certifies that:

Paragraph 1 set forth above shall be included in all subcontracts.

The Contractor shall notify all employees and all sources of employee referrals, (including unions, employment agencies, advertisements, department of employment) of the required compliance with Paragraph 1 above.

The undersigned, in submitting Bid for performing the following Work by Contract, hereby certifies that it will comply with the Equal Opportunity Requirements.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

BID FORM 6 - NONCOLLUSION AFFIDAVIT

In accordance with Title 23 United States Code, Section 112, and Public Contract Code §7106,
_____, being first duly sworn, deposes and says that he

(Bidder's full name)

or she is _____ of _____,

(Bidder's title)

(Company's name)

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTE:

- If this Affidavit is signed outside of the State of California, a notarized acknowledgement is required.

BID FORM 7 - STOP NOTICE INFORMATION

PROJECT NAME: Uvas Road Pavement Rehabilitation Project
From Little Uvas Road To Watsonville Road

COUNTY PROJECT MANAGER: *Paul Pascoal*

DEPARTMENT: *County of Santa Clara Roads and Airports*

CONTRACTOR'S NAME: _____

CONTRACTOR'S ADDRESS: _____

Reference: California Civil Code, Division 3, Part 4, Title 15, Chapter 4

The following is provided for the information of contractors, subcontractors and suppliers of labor, materials, equipment, and services under County Public Works contracts, and is not intended as legal advice. Advice of legal counsel should be obtained to ensure compliance with legal requirements relating to public works stop notices.

WHERE TO FILE: All original stop notices and preliminary 20 day notices (if required by California Civil Code §9300) must be filed with the County of Santa Clara, Roads and Airports Department, Fiscal Officer, located at 101 Skyport Drive, San Jose, CA 95110.

STOP NOTICE CONTENTS: See California Civil Code §9352. Written notice, signed and verified by the claimant and including information such as the kind of labor, equipment, materials or services furnished or agreed to be furnished by the claimant, the name of the person/entity to or for whom the same was done or furnished; the amount in value of that already done or furnished and/or agreed to be done or furnished. Blank Stop Notice forms are commercially available.

WHO MAY SERVE STOP NOTICE: See California Civil Code §9100. All persons furnishing labor, materials, equipment or services to the job (except the original contractor) and persons furnishing provisions, provider or other supplies.

HOW THE STOP NOTICE IS SERVED: See California Civil Code §8044. Served by personal service, registered mail, or certified mail.

TIME FOR SERVICE: See California Civil Code §9356. Stop notices must be served before the expiration of 30 days after the recording, for each Job Order, of a Notice of Completion (sometimes referred to as a Notice of Acceptance) or Notice of Cessation, if such notice is recorded; or if no Notice of Completion or Notice of Cessation is recorded, 90 days after actual completion or cessation of labor.

NOTICE OF COMPLETION See California Civil Code §9362. Provided that a stop notice claimant has paid to the Clerk of the Road Department the sum of \$2.00 at the time of filing a stop notice, the Fiscal Officer shall provide that claimant with a copy of the recorded Notice of Completion or after the cessation of labor has been deemed a completion of a public work, or after the acceptance of completion, whichever is later, by personal service or registered or certified mail.

RELEASE OF STOP NOTICE: See California Civil Code §9364 and following. A stop notice can be released if the original contractor files a corporate surety bond with the Roads and Airports Department, Fiscal Officer in the amount of 125% of the stop notice claim. Alternatively, the original contractor may file an affidavit pursuant to California Civil Code §9402, stating objections to the validity of the stop notice. A counter affidavit may be filed by the claimant pursuant to §9406 and a summary legal proceeding may be held pursuant to §9408 and following, to determine the validity of the stop notice. If no counter affidavit is filed, the stop notice funds shall be released. Alternatively, the Stop Notice claimant may file a Release in a form which substantially complies with California Civil Code §8122.

STOP NOTICE LAWSUIT: See California Civil Code §9502 through §9506. These sections provide that a stop notice is perfected only by the filing of a lawsuit. A lawsuit must be filed no sooner than 10 days after service of a stop notice and no later than 90 days after the expiration of the time for filing stop notices. Notice of suit must be given to the Roads and Airports Department, Fiscal Officer within 5 days after commencement. The Court has the discretionary right to dismiss the lawsuit if it is not brought to trial within two years.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ THE ABOVE STOP NOTICE INFORMATION AND IF I AM AWARDED THIS CONTRACT, I AGREE TO INCLUDE A COPY OF THIS BID FORM IN ALL SUBCONTRACTS AND CONTRACTS FOR LABOR, MATERIALS, EQUIPMENT, AND SERVICES THAT I ENTER INTO FOR THIS PROJECT.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

BID FORM 8 – NOT USED

BID FORM 10 - EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Bidder _____, proposed Subcontractor _____, herein certifies that its has _____, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive orders 10925, 11114, or 11246 (as amended by 11375), and that it has ____, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee or Equal Employment Opportunity, all reports due under the applicable filing requirements.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTES:

- The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7 (b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)
- Bidder must place a check mark in the blank spaces provided above after "Bidder," "Subcontractor," "has," and "has not," as applicable.

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 601.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

BID FORM 11 - PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares that it has _____, has not _____, been convicted within the preceeding three years of any offenses referred to in that Section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity as defined in Public Contract Code Section 1100. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTES:

- The Bidder must place a check mark after "has" or "has not" in the blank space provided above.
- If this Affidavit is signed outside of the State of California, a notarized acknowledgement is required.

BID FORM 12 - PUBLIC CONTRACT CODE SECTION 10232 STATEMENT

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

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTE:

- If this Affidavit is signed outside of the State of California, a notarized acknowledgement is required.

BID FORM 13 - DEBARMENT AND SUSPENSION CERTIFICATION

In accordance with Title 49 Code of Federal Regulations, Part 29, the Bidder certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, and manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder's responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

BIDDER'S SIGNATURE: _____	DATE: _____
BIDDER'S NAME (PRINT): _____	
TITLE (PRINT): _____	

NOTES:

- Providing false information may result in criminal prosecution or administrative sanctions.
- If this Affidavit is signed outside of the State of California, a notarized acknowledgement is required.

**BID FORM 14 - CERTIFICATION REGARDING USE OF CONTRACT FUNDS
FOR LOBBYING**

I, _____, hereby certify on
behalf of _____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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" (See Contract Form 7) in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all lower tier subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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 the provisions of Title 31 U.S. Code Section 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.

BIDDER'S SIGNATURE: _____

DATE: _____

BIDDER'S NAME (PRINT): _____

TITLE (PRINT): _____

BID FORM 15 - BIDDER'S BOND

WHEREAS, we, _____ as Principal,

and _____ as Surety,

are held and firmly bound unto the County of Santa Clara, a political subdivision of the State of California (hereinafter called the "County"), in the penal sum of TEN PERCENT (10%) of the total aggregate amount of the Bid, including all additives and/or all alternate bid items, of the Principal above named, submitted by said Principal to County for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Bid to County for certain construction specifically described as follows:

for which Bids are to be opened on _____, 20__ has been submitted by Principal to County:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or if no period be specified, within twenty (20) days after the prescribed forms are presented to Principal for signature, enter into a written Contract with the County, in the prescribed form, in accordance with the Bid as accepted, and file the two Bonds with the County, one to guarantee faithful Performance and the other to guarantee Payment for labor and materials, as required by law, or in the event of the withdrawal of said Bid within the period specified or the failure to enter into such contract and give such Bonds within the time specified, if the Principal shall pay County the difference between the amount specified in said Bid and the amount for which the County may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the County in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the contract on the call for Bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this Bond, and it does, hereby, waive notice of any such change, extension of time, alteration, or addition to the terms of specifications.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

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

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA]
COUNTY OF SANTA CLARA] ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal office in Santa Clara County.

**Original acknowledgment by Attorney-in-Fact must be attached.
Original corporate seals of Principal and Surety must be attached.**

FORM E (EXHIBIT 15-G)

COUNTY OF SANTA CLARA - ROADS & AIRPORTS DEPARTMENT
 FORM E - BIDDER'S DBE COMMITMENT

NOTE: FIRST THREE (3) APPARENT LOW BIDDERS MUST EXECUTE AND RETURN THIS FORM BY 5:00 PM ON WEDNESDAY OF THE WEEK FOLLOWING BID OPENING TO THE CONSTRUCTION MANAGER AT: The Department of Roads & Airports, 101 Skyport Dr., San Jose, CA 95110-1302 or FAX: (408)-441-0143.
 For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408) 299-5865 or the Project Engineer.

PART 1 - FOR BIDDERS TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE): ADMINISTERING AGENCY: County of Santa Clara
 PROJECT TITLE: Uvas Road Pavement Rehabilitation Project From Little Uvas Road to Watsonville Road FEDERAL-AID PROJECT NO.: STPL-5937(219)
 TOTAL CONTRACT AMOUNT: \$ _____ BID OPENING DATE: _____

BID ITEM NO. (3)	ITEM/DESCRIPTION OF WORK or SERVICES TO BE SUBCONTRACTED; or MATERIALS TO BE PROVIDED (3) (4)	NAME & ADDRESS	CERTIFIED DBE (2) (4)	CERTIFICATION NO. & EXPIRATION DATE	PHONE NO.	DOLLAR VALUE OF WORK PERFORMED BY UDBE (5)
						\$ _____
						\$ _____
						\$ _____
						\$ _____
						\$ _____

Total DBE Claimed Participation Amount: \$ _____

PART 2 - FOR COUNTY TO COMPLETE: County Contract No: _____ Federal Share: \$ _____ Contract Award Date: _____
 To the best of my information and belief, the above information is complete and accurate.
 BIDDER (Print): _____ CITY: _____ PHONE NUMBER: _____
 ADDRESS: _____ STATE & ZIP CODE: _____
 NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____
 I certify that the above information is complete and accurate.

Total Claimed DBE Participation (6): _____ DBE Goal: _____ %
 (Total DBE Claimed Participation Amount) X 100 = _____ %
 (Base Bid Amount)

Distribution (County use only): A. Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-299-6827; D. Retain original copy in Project files.

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
FORM E - BIDDER'S DBE COMMITMENT

INSTRUCTIONS TO BIDDERS:

1. First 3 low apparent Bidders must complete all required information in Part 1 of this Form (make copy of Form if additional space is needed), sign and submit it as specified hereinabove. Attach a written confirmation, such as a copy of quote, from each of the DBE firms indicating its participation in the Contract. Other Bidders must complete Part 1 of this Form and submit it when requested by the Project Engineer. Failure to submit this Form will be grounds for finding the Bid proposal nonresponsive.
2. It is the Bidder's responsibility to verify that the DBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups in order to count towards the DBE contract goal:
 - (a) Black American
 - (b) Hispanic Americans
 - (c) Native Americans
 - (d) Asian-Pacific Americans
 - (e) Subcontinent Asian Americans
 - (f) Women
3. Bidders must list Bid Item Number and Description of Work to be subcontracted or Materials to be provided by DBEs. Prime Contractor shall indicate all work to be performed by DBEs including, if the prime Contractor is a DBE, work performed by its own forces.
4. **IMPORTANT:**
 - Identify all DBE firms being participating in this Project regardless of tier. Names of the First Tier DBE subcontractors and their respective item(s) of work listed above should be consistent, where applicable, with the names and items of work in Bid Form 2 – Designation of Subcontractors submitted with the Bid.
 - DBE contractor and subcontractors must be certified on the date Bids are opened and include their address, certification number with expiration date and phone number.
 - There is no specific certification for DBE firms. However, the California Unified Certification Program database (http://www.dot.ca.gov/hq/bep/find_certified.htm) breaks out DBE firms by gender and ethnicity to facilitate locating DBE firms.
 - Provide copies of the DBEs' quotes, and if applicable, copies of joint venture agreements pursuant to the Subcontractors Listing Law and the Special Provisions.
5. Bidders enter the claimed DBE participation dollar amount of work to be performed by DBEs. Refer to Section 106-01.03 - DBE PARTICIPATION CRITERIA AND REPORTING to determine how to count the participation of DBE firms. If 100% of item is not to be performed or furnished by the DBE, describe exact portion of item to be performed or furnished by the DBE.
6. DBE participation is determined based on Total Base Bid Amount less Supplemental Work allowance.

INSTRUCTIONS TO COUNTY:

1. Project Engineer completes Part 1 of the Form where indicated prior to issuing Bid documents for advertisement.
2. Project Engineer completes Part 2 of the Form with the information on County Contract Number, Federal Share Amount, and Contract Award Date upon receipt of the Form completed by Contractor, and coordinates the review of Contractor's information in Part 1 with County DBE Liaison Officer for signature, and distributes copies as specified in the footer of the Form.

FORM F (EXHIBIT 15-H)

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
FORM F - DBE INFORMATION - BIDDER'S GOOD FAITH EFFORTS STATEMENT

NOTE TO BIDDERS:

Lowest, second lowest and third lowest Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if Form E – BIDDER'S DBE COMMITMENT indicates that the Bidder has met the DBE goal. This will protect the Bidder's eligibility for award of the Contract if the County determines that the Bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the Bidder made a mathematical error.

Submittal of only Form E – BIDDER'S DBE COMMITMENT may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in Section 106-01.02.B. "DBE GOOD FAITH EFFORTS SUBMITTAL" of the Special Provisions and provided to assist Bidder in preparing its Good Faith Efforts documentation.

Bidder's Name: _____

Project Title: *Uvas Road Pavement Rehabilitation Project From Little Uvas Road to Watsonville Road* _____

Federal-aid Project No.: STPL-5937(219) **Bid Opening Date:** _____

Contract-Specified DBE Goal: 16 %

The information provided herein shows that a good faith effort was made.

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

Publications	Date of Advertisement
_____	_____
_____	_____
_____	_____

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

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

- C. The items of Work which the Bidder made available to DBE firms, including, where appropriate, any breaking down of the Contract Work items (including those items normally performed by the Bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the Bidder's

FORM F (EXHIBIT 15-H)

responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

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

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

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

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

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the Plans, Specifications and requirements for the Work which was provided to DBEs:

FORM F (EXHIBIT 15-H)

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime Contractor or its affiliate:

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

Name of Agency/Organization	Method & Date of Contact	Results
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

Bidder Representative's Name (Print): _____

Title: _____ **Tel. No.:** _____

Signature: _____ **Date:** _____

Distribution (County use only): A. Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-299-6827; B. Retain original copy in Project files.

SECTION 113 - CONTRACT FORMS

CONTRACT FORM 1 - AGREEMENT

THIS IS AN AGREEMENT between the County of Santa Clara (hereinafter referred to as "Owner")
and _____

(Insert Contractor's name)

(hereafter referred to as "Contractor").

Owner and Contractor agree as follows:

ARTICLE I - SCOPE OF WORK

Contractor shall furnish all materials and perform all of the work for

UVAS ROAD PAVEMENT REHABILITATION PROJECT FROM LITTLE UVAS ROAD TO WATSONVILLE ROAD

(Insert project title)

Contract No.

_____ in accordance with the Contract Documents.

ARTICLE 2 - CONTRACT PRICE

As full compensation for furnishing all materials and performing all the Work contemplated and encompassed by this Agreement; for all loss and/or damage, arising out of the Work aforesaid, or from actions 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 Owner; for all risks of every description connected with the Work; and for all expenses incurred by or in consequence of the suspension of discontinuance of Work thereof, in the manner and according to the Contract Documents, Owner shall pay the amount specified by Contractor on the Bid Form as follows:

\$ _____

less any unearned Supplemental Work allowance.

ARTICLE 3 - CONTRACT DOCUMENTS

All rights and obligations of Owner and Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are intended to be correlated so that any Work called for in one part and not mentioned in the other; or vice versa, is to be executed the same as if mentioned in all Contract Documents. The Contract Documents are incorporated herein by reference as though set forth in full.

Formation of a Contract between the parties requires accomplishment of the following: (1) execution of this Agreement by Contractor; (2) submission by Contractor and acceptance by Owner of the required Contract Bonds, Contractor's certification regarding Worker's Compensation, and insurance coverages and documents; (3) execution of this Agreement by Owner. No Contract is formed until these three elements have been accomplished to the satisfaction of the Owner.

ARTICLE 4 - BEGINNING OF WORK

Following acceptance of Contract Bonds, Contractor's certification regarding Worker's Compensation (Contract Form 6 - Contractor's Certification Regarding Worker's Compensation), Insurance coverages and documents, and execution of this Agreement by both parties, Owner's Authorized Representative will issue a Notice to Proceed with the Work that will state the first day charged to the Contract Time.

ARTICLE 5 - TIME OF COMPLETION

The first day charged shall be the 20th day following the date of the Notice of Award, and all work shall be fully completed within the time limit set forth in the Notice to Bidders.

ARTICLE 6 - PREVAILING WAGES

The statement of prevailing wages appearing in the State Labor Surcharge and Equipment Rental Rates, State General Prevailing Wage Rates and Federal Minimum Wage are hereby specifically referred to and by this reference is made a part of this Contract. A copy of the State General Prevailing Wage Rates dated 3/6/2020 is on file with the Clerk of the Board of Supervisors. The Contractor must comply with the Federal Minimum Wage Rates if the Federal Minimum Wage Rates exceed the California Prevailing Wage Rates. 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 proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of said terms of said proposal conflicting herewith.

ARTICLE 7 - WORKER'S COMPENSATION

By my signature hereunder and on Contract Form 6 – Contractor's Certification of Worker's Compensation, 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 accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 8 - CONTRACTOR'S LICENSE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractors' State License Board (Tel. 800 321-CSLB) whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento, CA 95827

ARTICLE 9 – FEDERAL CONTRACT PROVISIONS, FEDERAL-AID CONTRACTS

Per Government Code 23 CFR 633.102, Form FHWA-1273 is required to be attached to and made a part of this contract. Contractors are required to include this form in all subcontracts for this project. When the Contractor submits the signed form "Request For Approval of Subcontractors", he/she is certifying that the Federal Requirements (Form FHWA-1273) have been inserted in the subcontracts and will be incorporated

in any lower-tier contract, and that written subcontracts have been executed for any subcontracted work.
SEE ATTACHMENT A, Section 14. Federal Requirements for Federal-Aid Construction Projects.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the ___ day of _____.

COUNTY OF SANTA CLARA

Cindy Chavez, President, Board of Supervisors

CONTRACTOR

ATTEST:

(Signature)

Megan Doyle
Clerk of the Board of Supervisor

By: _____
(Printed Name)

Title: _____

**APPROVED AS TO FORM &
LEGALITY:**

Address: _____

Contractor's License No.: _____

Christopher R. Cheleden
Lead Deputy County Counsel

License Class: _____

License Expiration Date: _____

(If this Agreement is signed outside of the State of California, a notarized acknowledgement is required.)

CONTRACT FORM 2 - PERFORMANCE BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:

pursuant to the said Agreement dated _____, 20__ , and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required according to the terms of said Agreement and applicable California State law, to furnish a Bond for the faithful Performance of said Agreement.

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

_____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its Subcontractors, heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions and agreements in the said Agreement and any and all alteration thereof made as therein provided, on its or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the County of Santa Clara, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said Surety for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or deletion to the terms of the said Agreement, the accompanying Contract Documents, or to the Work to be performed thereunder shall in any way affect its obligations on this Bond, and the Surety hereby waives notice of any such change, extension of time, alteration, addition or deletion to the terms of the said Agreement or to the Contract Documents or to the Work.

In the event suit is brought upon this Bond by the County of Santa Clara and judgment is recovered, Surety shall pay all costs incurred by the County of Santa Clara in such suit, including a reasonable attorney's fee to be fixed by the Court in accordance with applicable statutory law.

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have to reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA]
COUNTY OF SANTA CLARA] ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal office in Santa Clara County.

**Original acknowledgment by Attorney-in-Fact must be attached.
Original corporate seals of Principal and Surety must be attached.**

CONTRACT FORM 3 - PAYMENT BOND

WHEREAS, the Board of Supervisors of the County of Santa Clara, State of California, and hereinafter designated as "Principal" have entered into an Agreement for the furnishing of all materials, labor, services, and equipment necessary, convenient and proper to:

pursuant to the said Agreement dated _____, 20__ and all of the documents attached thereto and incorporated by reference, becoming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a Bond in connection with said Agreement:

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the County of Santa Clara in the penal sum of:

_____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its Subcontractors, heirs, executors, administrators, successors or assigns shall fail to pay any of the persons named in Section 3181 of the California Civil Code, any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813, and 1815 of the California Labor Code, any amounts required to be deducted or withheld from the wages of employees of the Principal and its Subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, the Surety will pay for the same in an amount not exceeding the total sum hereinabove specified, and also, in case suit is brought upon this Bond, a reasonable attorney's fee to be fixed by the court. This Bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give the right of action to such persons or their assigns in any suit brought upon this Bond.

It is further stipulated and agreed that the Surety on this Bond shall not be exonerated or released from the obligation of this Bond by any change, extension of time for performance, addition, deletion, alteration, or modification in, to, or any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described or pertaining to or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement, or Bond, nor by any conditions precedent or subsequent in the Bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the Bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the Bond, and that this Bond be construed most strongly against the Surety and in favor of all persons for whose benefit such Bond is given, and under no circumstances shall Surety be released from its obligations hereunder by reason of any breach of contract between the County of Santa Clara and said Principal or on the part of any obligee named in such Bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of its claim, and that Surety does hereby waive notice of any such change, extension of time, addition, deletion, alteration, or modification herein mentioned.

**SECTION 113
CONTRACT FORM 3**

The Surety, by the execution of this Bond, represents and warrants that this Bond has also been duly executed by the Principal with proper authority, and the Surety hereby waives any defense which it might have to reason of any failure by the Principal to execute or properly execute this Bond.

IN WITNESS WHEREOF two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgment should be used. If any other form of acknowledgment is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA]
COUNTY OF SANTA CLARA] ss.

On _____, before me, the undersigned, a Notary Public in and for the State, personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation; known to me to be the person whose name is subscribed to such instrument, as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California with principal office in Santa Clara County.

**Original acknowledgment by Attorney-in-Fact must be attached.
Original corporate seals of Principal and Surety must be attached.**

CONTRACT FORM 4 - ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF
RETENTION

This Escrow Agreement is made and entered into by and between:

THE COUNTY OF SANTA CLARA whose address is 101 Skyport Drive, San Jose, CA 95110, hereinafter called "Owner", and _____ whose address is _____ hereinafter called "Contractor", and _____ whose address is _____ hereinafter called "Escrow Agent".

For the consideration hereafter set forth, Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____
_____ in the amount of \$ _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payment of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall be designated the Contractor as the beneficial owner.
2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or money market accounts held in escrow and all interest earned on the interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to Owner.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

**SECTION 113
CONTRACT FORM 4**

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of all fees and charges.
9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) through (8), inclusive, of this Agreement, and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Signature

Name

Title

Address

On behalf of Contractor:

Signature

Name

Title

Address

On behalf of Escrow Agent:

Signature

Name

Title

Address

At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have execute this Escrow Agreement by their proper officers on the date first set forth above.

OWNER:

Signature

Name

Title

Address

CONTRACTOR:

Signature

Name

Title

Address

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**CONTRACT FORM 6 - CONTRACTOR'S CERTIFICATION OF WORKER'S
COMPENSATION**

Contract with the County of Santa Clara for the construction of:

PROJECT TITLE: _____

PROJECT NO.: _____

Labor Code §3700:

"Every employer, except the State, and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate on consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees."

I am aware of the provisions of §3700 of the Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance. In accordance with the provisions of that code, I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

By: _____
(Contractor)

(Official Title)

(Labor Code §1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work. Contractor must return this signed certification along with Contract Form 1 – Contract Agreement.)

CONTRACT FORM 7 - DISCLOSURE OF LOBBYING ACTIVITIES
COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

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

Standard Form LLL Rev. 04-28-06

**CONTRACT FORM 7 - DISCLOSURE OF LOBBYING ACTIVITIES
(Continuation Sheet)**

Reporting Entity:

Page ___ of ___

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

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-OO 1."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90«ENDIF»

SECTION 114 - CONSTRUCTION ADMINISTRATION FORMS

Contractor's attention is directed to the forms provided in this Section. They are required to be completed by the Contractor upon the award and during the performance of the Contract. The completed forms must be signed where required by the Contractor or Contractor-authorized representative and submitted to the County as specified on the forms. Failure to submit the required forms in a timely manner and in its completeness and accuracy will cause payments due to Contractor to be withheld by the Owner until such time they are accepted by the Project Engineer.

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
CCA FORM 1 - DBE INFORMATION

(Important: Inclusive of All DBEs listed at Bid Proposal)

NOTE: THE SUCCESSFUL BIDDER MUST COMPLETE AND RETURN THIS FORM, EVEN IF NO DBE PARTICIPATION WILL BE REPORTED, WITHIN 5 WORKING DAYS AFTER THE DATE OF AWARD OF CONTRACT BY THE BOARD & TO THE CONSTRUCTION MANAGER AT:

The Department of Roads & Airports, 101 Skyport Dr., San Jose, CA 95110-1302 or FAX: (408)-441-0143

For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408) 299-5865 or the Project Engineer.

PART 1 - FOR CONTRACTOR TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE):
 PROJECT TITLE: Uvas Road Pavement Rehabilitation Project From Little Uvas Road to Watsonville Road ADMINISTERING AGENCY: County of Santa Clara
 FEDERAL-AID PROJECT NO.: STPL-5937(219)
 BID OPENING DATE: _____

TOTAL CONTRACT AMOUNT: \$ _____

BID ITEM NO. (3)	ITEM/DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED; or MATERIALS TO BE PROVIDED (3) (4)	NAME & ADDRESS	CERTIFIED DBE (2) (4)	CERTIFICATION NO. & EXPIRATION DATE	PHONE NO.	DOLLAR VALUE OF WORK PERFORMED BY DBE (5)
						\$ _____
						\$ _____
						\$ _____
						\$ _____
						\$ _____
Total DBE Claimed Participation Amount						\$ _____

Total Base Bid Amount \$ _____
 Less Supplemental Work \$ _____
 Base Bid Amount \$ _____

Total Claimed DBE Participation (6): _____
 (Total DBE Claimed Participation Amount) X 100 = _____ %
 (Base Bid Amount)

BIDDER (Print): _____ PHONE NUMBER: _____
 ADDRESS: _____ CITY: _____ STATE & ZIP CODE: _____
 NAME: _____ TITLE: _____ SIGNATURE: _____ DATE: _____
 I certify that the above information is complete and accurate.

PART 2 - FOR COUNTY TO COMPLETE: County Contract No: _____ Federal Share: \$ _____ Contract Award Date: _____
 NAME: _____ To the best of my information and belief, the above information is complete and accurate. SIGNATURE: _____ DATE: _____
 County DBE Liaison Officer

Distribution (County use only): A. Fax or email 1 copy to Caltrans District Local Assistance Engineer (DLAE) (See instructions on next page); B. Include 1 copy in award package to Caltrans DLAE; C. Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-299-6827; D. Retain original copy in Project files.

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
CCA FORM 1 - DBE INFORMATION

INSTRUCTIONS TO SUCCESSFUL BIDDER:

1. The successful Bidder must complete all required information in Part 1 of the Form (make copy of Form if additional space is needed), sign and submit it as specified hereinabove. Failure to submit this Form will prevent County from issuing the Notice to Proceed.
2. **IMPORTANT:** Identify **all** DBE firms participating in the Project on FORM E – BIDDER'S DBE COMMITMENT regardless of tier. Names of the First Tier DBE subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in BID FORM 2 – DESIGNATION OF SUBCONTRACTORS submitted with the Bid.
3. The successful Bidder must list Bid Item Number and Description of Work to be subcontracted or Materials to be provided by DBEs. Prime Contractor shall indicate all work to be performed by DBEs including, if the prime Contractor is a DBE, work performed by its own forces.
4. DBE Contractor and subcontractors must be certified on the date Bids are opened and include their address, certification number with expiration date and phone number. DBE subcontractors shall notify the prime Contractor in writing with the date of certification if their status changes during the course of the Contract.
5. The successful Bidder enters the claimed DBE participation dollar amount of work to be performed by DBEs. Refer to SECTION 106-01 - DBE CONTRACT PROVISIONS of the Special Provisions to determine how to count the participation of DBE firms. If 100% of item is not to be performed or furnished by the DBE, describe exact portion of item to be performed or furnished by the DBE.
6. DBE participation is determined based on Total Base Bid Amount less Supplemental Work allowance.

INSTRUCTIONS TO COUNTY:

1. Project Engineer completes Part 1 of the Form where indicated prior to issuing Bid documents for advertisement.
 2. Project Engineer completes Part 2 of the Form with the information on County Contract Number, Federal Share Amount, and Contract Award Date upon receipt of the Form completed by Contractor, and coordinates the review of Contractor's information in Part 1 with County DBE Liaison Officer for signature, and distributes copies as specified in the footer of the Form.
- IMPORTANT:** Failure to send a copy to Caltrans DLAE within 15 days of contract award may result in de-obligation of funds for this Project.

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
CCA FORM 2 - MONTHLY REPORT ON DBE UTILIZATION, FIRST-TIER SUBCONTRACTORS

INSTRUCTIONS TO CONTRACTOR:

1. Contractor must complete all required information on the Form (make copy of Form if additional space is needed), sign and submit as specified hereinabove. Contractor's attention is directed to SECTION 106-01.07 "SUBCONTRACTOR AND DBE RECORDS" of these Special Provisions.
2. The focus of the Form is to describe who did what by Contract item numbers and descriptions, asking for specific dollar values of Work completed broken down by subcontractors who performed the Work, both DBE and non-DBE work forces. DBE prime contractor is required to show the value of work performed by its own force.
3. The Form has a column to enter the Bid or Contract Item Number and description of Work performed or Materials provided, as well as a column for the subcontractors' name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBEs should provide their certification number to the Prime Contractor and notify the Prime Contractor in writing with the date of the decertification if their status should change during the course of the Project.
4. The Form has six columns for the dollar value to be entered for the item of Work performed by the subcontractor(s).
 - The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.
 - The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights Website at <http://www.dot.ca.gov/hq/bep> or by calling 916-324-1700 or the toll free number at 888-810-6346.
 - Based on this DBE Program status, the following table depicts which column to be used:

DBE PROGRAM STATUS	Column To Be Used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, African American	AA DBE
If program status shows DBE, Asian-Pacific American	APA DBE
If program status shows DBE, Native American	NA DBE
If program status shows DBE, Woman	W DBE

- If a Contractor performing work as a DBE on the Project becomes decertified and still performs work after their decertification date, enter the total value performed by this Contractor under the appropriate DBE identification column.
 - If a Contractor performing work as a non-DBE on the Project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.
 - Enter the total of each of the six columns on the Form.
5. Any changes to DBE certification must also be submitted on CCA FORM 4 – DBE CERTIFICATION STATUS CHANGE.

INSTRUCTIONS TO COUNTY:

1. Project Engineer completes Part 1 of the Form where indicated based on Caltrans E-76 information prior to issuing Bid documents for advertisement.
2. Upon receipt of the Form, the Project Engineer coordinates the review of Contractor's information in Part 1 of the Form with County DBE Liaison Officer for signature and distributes copies as specified in the footer of the Form.

COUNTY OF SANTA CLARA
 ROADS & AIRPORTS DEPARTMENT
CCA FORM 3 - FINAL REPORT ON DBE UTILIZATION, FIRST-TIER SUBCONTRACTORS

INSTRUCTIONS TO CONTRACTOR:

1. The information on the Form is required by FHWA/Caltrans. Contractor must complete all required information in Part 1 of the Form (make copy of Form if additional space is needed), sign and submit it as specified hereinabove. Completed form must be accepted by the Project Engineer prior to County's Final Acceptance of the Work.
2. The Form requires specific information regarding the Construction Project: Contract Number, County, Route, Post Miles, Federal Aid Project Number, the Administering Agency, Contract Completion Date and Estimated Contract Amount. It requires the Prime Contractor name and business address. The focus of the Form is to describe who did what by Contract item numbers and descriptions, asking for specific dollar values of Work completed broken down by subcontractors who performed the Work, both DBE and non-DBE work forces. DBE prime contractor is required to show the date of work performed by its own force along with the corresponding dollar value of Work.
3. The Form has a column to enter the Bid or Contract Item Number and description of Work performed or Materials provided, as well as a column for the subcontractors' name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBEs should provide their certification number to the Prime Contractor and notify the Prime Contractor in writing with the date of the decertification if their status should change during the course of the Project.
4. The Form has six columns for the dollar value to be entered for the item of Work performed by the subcontractor(s).
 - The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.
 - The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights Website at <http://www.dot.ca.gov/hq/bep> or by calling 916-324-1700 or the toll free number at 888-810-6346.
 - Based on this DBE Program status, the following table depicts which column to be used:

DBE PROGRAM STATUS	Column To Be Used
If program status shows DBE only with no other programs listed	DBE
If program status shows DBE, African American	AA DBE
If program status shows DBE, Asian-Pacific American	APA DBE
If program status shows DBE, Native American	NA DBE
If program status shows DBE, Woman	W DBE

- If a Contractor performing work as a DBE on the Project becomes decertified and still performs work after their decertification date, enter the total value performed by this Contractor under the appropriate DBE identification column.
- If a Contractor performing work as a non-DBE on the Project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.
- Enter the total of each of the six columns on the Form.
- Enter the Date of Work Completed as well as the date of Final Payment (the date when the Prime Contractor made the "final payment" to the subcontractor(s) for the portion of Work listed as being completed).
- 5. Any changes to DBE certification must also be submitted on CCA Form 4.

INSTRUCTIONS TO COUNTY:

1. The information on this Form by FHWA/Caltrans for its database. Project Engineer completes Part 1 of the Form where indicated based on Caltrans E-76 information prior to issuing Bid documents for advertisement.
2. Upon receipt of the Form, the Project Engineer coordinates the review of Contractor's information in Part 1 of the Form with County DBE Liaison Officer for signature and distributes copies as specified in the footer of the Form.

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
CCA FORM 4 - DBE CERTIFICATION STATUS CHANGE

NOTE: CONTRACTOR MUST COMPLETE AND RETURN THIS FORM TO THE CONSTRUCTION MANAGER FOR ACCEPTANCE PRIOR TO BOARD'S FINAL ACCEPTANCE OF CONTRACT AT: The Department of Roads & Airports, 101 Skyport Dr., San Jose, CA 95110-1302 or FAX: (408)-441-0143.
For information on this form, please call DBE Liaison Officer, Equal Opportunities Office at (408)-299-5865 or the Project Engineer.

PART 1 - FOR CONTRACTOR TO COMPLETE (REFER TO INSTRUCTIONS ON NEXT PAGE):

Project Title: Uvas Road Pavement Rehabilitation Project From Little Uvas Road to Watsonville Road
 County Contract No.: _____ County: Santa Clara Route: _____ Post Miles: _____ Federal-Aid Project No.: STPL-5937(219)
 Administering Agency: County of Santa Clara, Department of Roads & Airports Contract Completion Date: _____ Contract Amount: \$ _____
 Prime Contractor: _____ City: _____ State & Zip Code: _____ Phone No.: _____
 Business Address: _____

Prime Contractor: List all DBEs with changes in certification status (certified or decertified) while being employed by the prime Contractor, whether or not firms were originally listed for good credit. Attach DBE certification or decertification letter in accordance with Section 106-1.04DBE Certification Status of these Special Provisions.

BID ITEM NO.	SUBCONTRACTORS			AMOUNT PAID WHILE CERTIFIED	CERTIFICATION/DECERTIFICATION DATE (LETTER ATTACHED)
	COMPANY NAME	BUSINESS ADDRESS	BUSINESS PHONE		
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>
				\$	<input type="checkbox"/>

Comments:

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT.

Contractor's Representative:

Business Phone No.: _____ Date: _____

Name

Title

Signature

PART 2 - FOR COUNTY TO COMPLETE: TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT.

County DBE Liaison Officer:

Business Phone No.: _____ Date: _____

Name

Title

Signature

Distribution (County use only): A. Original - Submit with Report of Expenditures to Caltrans District Local Assistance Engineer; B. Copy - Fax or email 1 copy to DBE Liaison Officer at County EEO Department at 408-299-6827; C. Copy - Prime Contractor; D. Copy - Retain in Project files.

ROADS & AIRPORTS DEPARTMENT
CCA FORM 4 - DBE CERTIFICATION STATUS CHANGE

INSTRUCTIONS TO CONTRACTOR:

1. Contractor must complete all required information in Part 1 of the Form (make copy of Form if additional space is needed), sign and submit it as specified hereinabove.
2. The top of the Form requires specific information regarding the construction project: Project Title, Contract Number, County, Route, Post Miles, the Administering Agency, the Contract Completion Date, and the Contract Amount. It requires the Prime Contractor's name and business address. The focus of the Form is to substantiate and verify the actual DBE dollar amount paid to contractors on federally funded projects that had a change in certification status during the course of the completion of the Contract. The two situations that are being addressed by this Form are:
 - If a firm certified as a DBE and doing construction work on the Contract during the course of the Project becomes decertified, and
 - If a non-DBE firm doing work on the Contract during the course of the Project becomes certified as a DBE.
3. The Form has a column to enter the BID/CONTRACT ITEM NUMBER as well as a column for the Subcontractors' NAME, BUSINESS ADDRESS and PHONE, DBE CERTIFICATION NUMBER.
4. The column entitled AMOUNT PAID WHILE CERTIFIED will be used to enter the actual dollar value of the work performed by those contractors who meet the conditions as outlined above during the period of time they are certified as DBE. This column should only reflect the dollar value of work performed while the firm was certified as a DBE.
5. The column entitled CERTIFICATION/DECERTIFICATION DATE (LETTER ATTACHED) will reflect either the date of the Certification Letter or the date of the Decertification Letter sent out by the Civil Rights Program. There is a box to check that support documentation is attached to this Form.
6. The Comments section is for any additional information that may need to be provided regarding any of the above transactions.

INSTRUCTIONS TO COUNTY:

1. Project Engineer completes Part 1 of the Form where indicated based on Caltrans E-76 information prior to issuing Bid documents for advertisement.
2. Upon receipt of the Form completed and signed by Contractor, the Project Engineer coordinates the review of Contractor's information in Part 1 of the Form with County DBE Liaison Officer for signature and distributes copies as specified in the footer of the Form.

COUNTY OF SANTA CLARA
ROADS & AIRPORTS DEPARTMENT
CCA FORM 5 - MONTHLY DBE TRUCKING VERIFICATION

NOTE: CONTRACTOR MUST COMPLETE AND RETURN THIS FORM MONTHLY TO THE CONSTRUCTION MANAGER (SEE INSTRUCTIONS TO CONTRACTOR ON NEXT PAGE) AT:
The Department of Roads & Airports, 101 Skyport Dr., San Jose, CA 95110-1302 or FAX: (408)-441-0143.

PROJECT TITLE: Uvas Road Pavement Rehabilitation Project From Little Uvas Road to Watsonville Road

CONTRACT NO.: _____ FEDERAL-AID PROJECT NO.: STPL-5937(219) REPORT PERIOD: MONTH: _____ YEAR: _____

Name of Transportation Co. or Truck Owner or Trucking Co.	DBE Cert. No.	Company Address & Telephone Number	Truck No.	CA No.	Amount Paid to DBE Truckers	Amount Paid to DBE for lease arrangement with non-DBE/UDBE	Date Paid	Transportation Arrangement (✓ if applicable)
					\$	\$		<input type="checkbox"/> Lease <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease Agreement <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease Agreement <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease Agreement <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease Agreement <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE
					\$	\$		<input type="checkbox"/> Lease Agreement <input type="checkbox"/> Non-DBE <input type="checkbox"/> DBE
TOTAL AMOUNT PAID					\$	\$		
PRIME CONTRACTOR:					BUSINESS ADDRESS:			
Note: Upon request, all Lease Agreements must be made available in accordance with the Special Provisions								
I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT								
CONTRACTOR REPRESENTATIVE'S NAME & SIGNATURE:					TITLE:			
					DATE:			
							BUSINESS PHONE NO.:	

ROADS & AIRPORTS DEPARTMENT
CCA FORM 5 - MONTHLY DBE TRUCKING VERIFICATION

INSTRUCTIONS TO CONTRACTOR:

1. Contractor must complete all required information on the Form (make copy of Form if additional space is needed), sign and submit it as specified hereinabove. Contractor's attention is directed to SECTION 106-01.07 "SUBCONTRACTOR AND DBE RECORDS" of these Special Provisions.
2. In the column titled Amount Paid to DBE Truckers, the Contractor must show the dollar amount paid to:
 - a. DBE trucking companies using trucks it owns, insures and operates. Include 100% of the amount paid to DBE for trucking services provided.
 - b. DBE trucking companies who lease from other DBE trucking companies or owner operators. Include 100% of the amount paid to DBE for trucking services provided.Contractor must enter the total amount paid.
3. In the column titled Amount Paid to DBE/UDBE for Lease Arrangement with non-DBE, the Contractor must show the dollar amount paid to the DBE who lease trucks from non-DBE firms. Include only the amount for the fee or commission received as a result of the lease arrangement. Contractor must enter the total amount paid.
4. In the column titled Transportation Arrangement, the Contractor must check all boxes that are applicable.