SPECIFICATIONS

FOR

SILVERADO TRAIL GUARDRAIL REPAIR
MM 0.00 – MM 11.00, RDS 20-01

FEDERAL PROJECT NUMBER:
HSIPL 5921 (079)

Contractor shall possess a Class A, C-13, or C-32 license at the time of contract award, registered with the State of California Department of Industrial Relations at the time of Bid Opening

LAST DAY FOR QUESTIONS: 5:00 PM October 19, 2022

BID OPENING: 11:30 AM October 27, 2022

Approved

Juan S. Arias  County Engineer  RCE 63365
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PLANSHEETS
NOTICE TO CONTRACTORS

Proposals shall be submitted under sealed cover plainly marked as a proposal, and identifying the project to which the proposal relates and the date of the bid opening therefore. Proposals which are not properly marked will be rejected. Sealed proposals will be received at the office of the Clerk of the Board of Supervisors, Napa County Administration Building, 1195 Third Street, Room 310, Napa, California, until 11:30 A.M. on October 27, 2022 (no bids will be accepted after 11:30 A.M.) after which they will be publicly opened and read for the construction in accordance with the Plans and Special Provisions thereto, to which special reference is made as follows:

SILVERADO TRAIL GUARDRAIL REPAIR
MM 0.00 – MM 11.00, RDS 20-01
FEDERAL PROJECT NUMBER: HSIPL 5921 (079)

Engineer Estimate: $450,000

Zoom Meeting link: https://countyofnapa.zoom.us/j/87209206125
To listen to bid opening by phone, dial: 1 (669) 900-6833
Zoom Meeting ID: 872 0920 6125

Bids are required for the entire work called for by the Plans and Specifications, and neither partial nor contingent bids will be considered. In conformance with Public Contract Code Section 20129, bids must be valid for 90 days from the date bids are opened.

Bidders are responsible for monitoring https://www.countyofnapa.org/Bids.aspx for addendums which may be issued up until 72 hours prior to bid opening. Complete sets of Contract Documents must be used in preparing Bids. The County does not assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.

Bid results of the three apparent low bidders with their subcontractor’s list will be on the above website the following day after the bids are publicly opened and read.

The Plans and Specifications may be seen at the office of the Napa County Department of Public Works, 1195 Third Street, Room 101, Napa California. Plans, Special Provisions (excluding State Standard Specifications and other documents included by reference), Proposal Forms and Contract Forms may be obtained at said office by prospective bidders to those licensed by the State of California for the type of work involved, may be found electronically for no fee at https://www.countyofnapa.org/1607/Current-Projects.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the Public Works Office for review at least 10 Days before the time specified for bid opening. This submission deadline shall control over the timeline set forth in Section 6-1.05 of the Standard Specifications.

In accordance with Section 1771.1 of the Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public works, 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 7029.2.
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.

Pursuant to Sections 1770, et. seq., of the California Labor Code, the successful Bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the Napa County Department of Public Works where copies will be made available to any interested party on request. These rate determinations may also be found on the State of California Department of Industrial Relations’ website at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

In accordance with the California Government Code Section 1773.2, copies of the applicable determinations of the Director are on file with at the Public Works Office and may be reviewed upon request. In accordance with the provisions of Section 1774 of the Labor Code, the prevailing wage rate for classifications of Labor to be employed in the work have been determined by the Napa County Board of Supervisors and is included in the Special Provisions referred to above.

No bid will be considered unless it is made on a blank form furnished by the County Engineer of Napa County and is made in accordance with the provisions of the proposal requirements and conditions set forth under the Standard Specifications of the State California, Department of Transportation, except as modified in the above referred to Special Provisions.

A bid guarantee in the amount of 10% of the total bid shall accompany the bid.

The successful bidder shall be required to furnish a Performance Bond in an amount equal to 100% of the contract price and a Labor and Material Bond in an amount equal to 100% of the contract price with good and sufficient surety.

Each bidder must be licensed as required by law. The Contractor shall possess a Class “A,” “C-13,” or “C-32” license at the time of contract award. The Contractor and any Sub-Contractors shall be registered with the State of California Department of Industrial Relations (Public Works Contractor (PWC) Registration) at the time of bid opening.

This is a Federal-aid construction contract. The requirements are incorporated in the Special Provisions of the Bid Documents. The Davis Bacon Act and related provisions apply. The DBE goal for the project is 12%. For the Federal training program, the number of trainees or apprentices is zero.

Day work is between 4:00 a.m. and 3:00 p.m. Night work is between 7:00 p.m. and 6:00 a.m. Under no circumstances shall any work occur between 3:00 p.m. and 7:00 p.m. See these Special Provisions for work hours requirements.

A mandatory bidder’s list will be required to participate in bidding for this project. The deadline to submit an entry for the list will be October 19, 2022, 5:00 P.M.; to be placed on the bidder’s list, contact Sonja El-Wakil (Sonja.El-Wakil@countyofnapa.org) with the following: 1. Company Name, 2. Company Address, 3. Contact Name, 4. Contact Email, 5. Contact Phone Number, 6. Company License, and 7. Company DIR registration number.

All questions must be mailed, faxed or e-mailed to Sonja El-Wakil (Sonja.El-Wakil@countyofnapa.org), Napa County Public Works, 1195 Third St. Room 101, Napa, CA 94559, Fax # 707-299-4283 by October 19, 2022, 5:00 P.M. No questions will be accepted after this deadline.

The Board of Supervisors reserves the right to reject any or all bids.

By order of the Napa County Board of Supervisors made this June 7, 2022.
PROPOSAL FORM
(MAY BE DETACHED AND SUBMITTED ALONE)

TO THE DIRECTOR OF PUBLIC WORKS
OF NAPA COUNTY
NAPA, CALIFORNIA

FOR:

SILVERADO TRAIL GUARDRAIL REPAIR
MM 0.00 – MM 11.00, RDS 20-01
FEDERAL PROJECT NUMBER: HSIPL 5921 (079)

NAME OF BUSINESS ________________________________________________________________

BUSINESS ADDRESS ______________________________________________________________

CONTACT PERSON ________________________________________________________________

DIR REGISTRATION NUMBER 1 ______________________________________________________

BIDDER LICENSE NO. _____________________________________________________________

BIDDER EMAIL CONTACT __________________________________________________________

BIDDER PHONE CONTACT _________________________________________________________

The work for which this proposal is submitted is for construction in conformance with the special provisions (including the payment of not less than the State general prevailing wage rates), the project plans described below, including any addenda thereto, the contract annexed hereto, and also in conformance with the California Department of Transportation Standard Plans, dated 2018, the Standard Specifications, dated 2018, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

The special provisions for the work to be done are entitled:

NAPA COUNTY
STATE OF CALIFORNIA
SPECIAL PROVISIONS FOR
SILVERADO TRAIL GUARDRAIL REPAIR
MM 0.00 – MM 11.00, RDS 20-01
FEDERAL PROJECT NUMBER: HSIPL 5921 (079)

1 1 Labor Code Sections 1725.5 and 1771.1.
INSTRUCTIONS TO BIDDERS

The Bid and Determining Low Bidder.

Bids are required for the entire work. The amount of the bid for comparison purposes will be the Total Base Bid.

The bidder shall set forth for each item of work, in clearly legible figures, as item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of a discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

In case of a discrepancy between the Total Base Bid and the calculated total of the amounts in the "Total" column for each line item determined after using the above procedures for resolving the discrepancies, the calculated total of the amounts set forth in the "Total" column for shall become the Total Base Bid and shall be used for comparison purposes in determining the lowest bid.

It is understood and agreed that the quantities of work under each item are approximate only, being given for a basis of comparison of proposal, and the right is reserved to the County to increase or decrease the amount of work under any item as may be required, in accordance with provisions set forth in the specifications for this project.

It is further understood and agreed that the total amount bid for the project does not constitute an agreement to pay a lump sum for the work unless it specifically so states.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Napa County Board of Supervisors within eight (8) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County Engineer that the contract has been awarded to him, the Board of Supervisors may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal, and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of Napa County.

Form of Bid.

1) To receive consideration, bids shall be made on the forms and in the manner set forth in the Notice to Contractors.

2) Bids received after the date and time advertised for opening will be considered non-responsive and will be rejected.
(3) Each bid must be completed in ink, typewritten or computer generated, and all changes and/or erasures must be initialed in ink. Each bid must be signed in ink by an authorized representative of the firm.

(4) Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

**Taxes.** Bid prices shall include all applicable federal, state, and local taxes.

**Receipt of Bids.** All bids must be received sealed in an envelope prior to the time specified in the Notice to Contractors or as amended expressly by an addendum. Late bids will not be opened and will not be considered under any circumstances.

**Postponement of Opening.** The County reserves the right to postpone the date and time for receiving and/or opening of proposals at any time prior to the date and time established in the Notice to Contractors.

**Rejection of Proposals.** The County reserves the right to reject any proposals which are incomplete, obscure, or irregular, any proposals which omit a bid on any one or more items for which bids are required; any proposals which omit unit prices if unit prices are required; any proposal in which unit prices are unbalanced in the opinion of the County; any proposals accompanied by insufficient or irregular proposal guaranty; and any proposals from bidders who have previously failed to perform properly or to complete contracts of any nature on time.

**Relief of Bidders.** Attention is directed to the provisions of Public Contract Code Section 5100, et seq., concerning relief of bidders, and in particular to the requirement therein that if a bidder claims a mistake was made in its bid, the bidder shall give the County written notice within five (5) calendar days after the opening of the bids of the alleged mistake, specifying in the notice, in detail, how the mistake occurred.

**Bid Protest Procedures.** All protesting bidders must pay a protest fee to Napa County Public Works before the protest is accepted in accordance with the Napa County Fee Policy adopted by the Board of Supervisors and last revised by Resolution 2019-70. The current Bid Protest Fee is $903.88 as set forth in Part III Fees, Part 140 Public Works, Section 140.015 and Section 140.115(f). Any bid protest must be in writing and received by the County at 1195 Third Street, Room 101, Napa, CA before 5:00 p.m. no later than five (5) working days following the occurrence giving rise to the protest (the “Bid Protest Deadline”) shall be considered pursuant to the procedures set forth in Section 10 of the County Purchasing Manual and must comply with the provisions of that Section and those requirements set forth below:

(1) Only a bidder who has actually submitted a Bid Proposal is eligible to submit a bid protest against another bidder. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.
(2) The bid protest must contain a complete statement of the basis for the protest and all supporting documentation. Material submitted after the Bid Protest Deadline will not be considered. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based. The protest must include the name, address and telephone number of the person representing the protesting bidder if different from the protesting bidder.

(3) The party filing the protest shall concurrently transmit a copy of the protest and all supporting documents by fax or by e-mail, by or before the Bid Protest Deadline, to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

(4) The protested bidder may submit a written response to the protest, provided the response is received by the County before 5:00 p.m., within two (2) working days after the Bid Protest Deadline or after receipt of the bid protest, whichever is sooner (the “Response Deadline”). The response must include all supporting documentation. Material submitted after the Response Deadline will not be considered. The response must include the name, address and telephone number of the person representing the protested bidder if different from the protested bidder.

(5) The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

It is the intention of the County to award a contract, if at all, to the lowest bidder who demonstrates the attributes of trustworthiness, as well as quality, fitness (including financial qualifications), capacity and experience to enable it to prosecute the work successfully and properly, and to complete the work within the time period named in the Contract Documents.

To determine the degree of responsibility to be credited to the bidder, the County will weigh any evidence that the bidder has performed satisfactorily other contracts of like nature and magnitude, and comparable difficulty and rates of progress, to the Work. The County shall have sole discretion to determine what contracts are of like nature and magnitude, and comparable difficulty and rates of progress.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, the Plans, Special Provisions and Standard Specifications; and he proposes, and agrees if this proposal is accepted, that he will contract with Napa County, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of payment therefore the following item prices to wit:
**SILVERADO TRAIL GUARDRAIL REPAIR MM 0.00 – MM 11.00, RDS 20-01**  
**FEDERAL PROJECT NUMBER: HSIPL 5921 (079)**

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<th>Item Description</th>
<th>Units</th>
<th>Qty</th>
<th>Item Price</th>
<th>Total</th>
</tr>
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<td>1</td>
<td>Mobilization</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Temporary Traffic Control</td>
<td>LS</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Guardrail Removal and Disposal</td>
<td>LS</td>
<td>1</td>
<td></td>
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<tr>
<td>4</td>
<td>Guardrail Replace with Midwest Guardrail System and all Terminals, Steel Posts, Parts, and Related Work.</td>
<td>LF</td>
<td>5600</td>
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**BASE BID TOTAL: $_________________________**

**BASE BID TOTAL: (Written Number)**

$______________________________________________________________ /100 DOLLARS

All work in these special provisions including plans and specifications will be covered by the above line items and totals provided by contractor.

*Authorized Signature Name Title

*Authorized Signature Name Title

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**
NONCOLLUSION DECLARATION TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID

"I, ________________________________, hereby declare as follows: that he or she is
_____________________________ of _______________________________ 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 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 certify and declare under penalty of perjury that the foregoing is true and correct.

Executed on ___________________________ at ___________________________
(DATE) (PLACE)

___________________________________
SIGNATURE
Accompanying this proposal is a __________________________
[Insert the words "cashier's check", "certified check", or "bidder's bond" as the case may be.]
A personal check is not an acceptable form of security.

in an equal amount to at least ten percent of total bid.

The names of all persons interested in the foregoing proposal as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer and manager thereof; if a copartnership, state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.

________________________________________________________________________

________________________________________________________________________

Licensed in accordance with an act providing for the registration of Contractors License No.
__________ Expiration Date ________ Classification _________________

________________________________________________________________________

Signature of bidder

NOTE; if bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officer authorized to sign contracts on behalf of the corporation; if bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if bidder is an individual, his signature shall be placed above. If signature is by an agent other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the County prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Business Address __________________________

Place of Residence __________________________

Dated ______________, _______ Phone__________________
SITE VISIT AFFIDAVIT

TO BE EXECUTED BY BIDDER, NOTARIZED AND SUBMITTED WITH BID

(To Accompany Bid)

State of California )
County of ) ss.

________________________, being first duly sworn, deposes and says that he or she is

________________________, of ______________________________
(titled of representative) (Contractor’s name)

the party making the foregoing bid, has visited the Site of Work as described in the Contract and has
examined and familiarized him or herself with the existing conditions, as well as all other conditions
relating to the construction which will be performed. The submission of a bid shall be considered an
acknowledgement on the part of the bidder of familiarity with conditions at the site of Work. The Bidder
further acknowledges that the site examination has provided adequate and sufficient information related
to existing conditions which may affect cost, progress, or performance of the Work.

________________________  __________________________
Signature  Name of Bidder

________________________  __________________________
Title  Date
CERTIFICATE OF ACKNOWLEDGEMENT

Civil Code 1189(a)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ______________________

On ____________________________, before me, ________________________, personally appeared ________________________,

Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

Notary Public
ADDENDUM ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addendums which are attached to the proposal:

Addendum No. ________________ Date ________________
Addendum No. ________________ Date ________________
Addendum No. ________________ Date ________________
Addendum No. ________________ Date ________________
Addendum No. ________________ Date ________________
Addendum No. ________________ Date ________________
Addendum No. ________________ Date ________________
Addendum No. ________________ Date ________________
LIST OF SUBCONTRACTORS

Pursuant to Section 4100 to 4113 of the Public Contract Code, Section 8-1.01 of the Standard Specifications, and Resolution 74-3 of the Napa County Board of Supervisors, each bidder shall complete and submit this form with his bid in accordance with the following instructions.

1. For each subcontract item to be performed by a subcontractor, the following shall be indicated herein: the name of the subcontractor, the portion of work to be performed, each subcontractors license number, and the location of the place of business.

2. Only one subcontractor shall be listed for each craft unless there is an alternate bid in which case a different subcontractor, when so designated, may be listed for the alternate work.

3. **All fields must be completed as specified or the bid proposal may be rejected as non-responsive.**

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Portion of Contract (i.e. Electrical, Striping, Roofing, etc.)</th>
<th>Subcontractor License Number</th>
<th>DIR Registration Number¹</th>
<th>Dollar Amount of Work to Be Performed</th>
<th>Location of Business (City and State)</th>
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¹All general contractors and subcontractors must be registered with DIR in conformance with Labor Code Section 1725.5 and 1771.1. By requesting the DIR registration numbers of all subcontractors, bidders are put on notice that if they list a subcontractor without a DIR registration number at the time of bid opening, the County, in its sole discretion, may find the failure to do so intentional and find the bid non-responsive. DIR registration number lookup is available online at [https://efiling.dir.ca.gov/PWCR/Search](https://efiling.dir.ca.gov/PWCR/Search)
(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder ________________________________________________________________, proposed subcontractor ______________________________________________ hereby certifies that he has       , has not        , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

________________________
Signature
PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has ________, has not ________ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

____________________________________
Signature
Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

YES ________ NO ________

If the answer is yes, explain the circumstances in the following space.
Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

____________________________________
Signature
Noncollusion Affidavit
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the NAPA COUNTY
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

______________________________
Signature
DEBARTMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

____________________________________
Signature
NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

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

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

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

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

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

____________________________________
Signature
## EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<table>
<thead>
<tr>
<th>1. Type of Federal Action:</th>
<th>2. Status of Federal Action:</th>
<th>3. Report Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ a. contract</td>
<td>☐ a. bid/offer/application</td>
<td>☐ a. initial</td>
</tr>
<tr>
<td>☐ b. grant</td>
<td>☐ b. initial award</td>
<td>☐ b. material change</td>
</tr>
<tr>
<td>☐ c. cooperative agreement</td>
<td>☐ c. post-award</td>
<td></td>
</tr>
<tr>
<td>☐ d. loan</td>
<td></td>
<td></td>
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<tr>
<td>☐ e. loan guarantee</td>
<td></td>
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<tr>
<td>☐ f. loan insurance</td>
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</tr>
</tbody>
</table>

For Material Change Only:
- year __________ quarter ___________
- date of last report ___________

<table>
<thead>
<tr>
<th>4. Name and Address of Reporting Entity</th>
<th>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Prime</td>
<td></td>
</tr>
<tr>
<td>☐ Subawardee</td>
<td></td>
</tr>
<tr>
<td>Tier ______ , if known</td>
<td></td>
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<tr>
<td>Congressional District, if known</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Federal Department/Agency:</th>
<th>7. Federal Program Name/Description:</th>
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</table>
|                                       | CFDA Number, if applicable ___________

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<tr>
<th>8. Federal Action Number, if known:</th>
<th>9. Award Amount, if known:</th>
</tr>
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</table>

| 10. Name and Address of Lobby Entity  | 11. Individuals Performing Services                                              |
| (If individual, last name, first name, MI) | (including address if different from No. 10) |
|                                        | (last name, first name, MI)                                                     |

(attach Continuation Sheet(s) if necessary)

<table>
<thead>
<tr>
<th>12. Amount of Payment (check all that apply)</th>
<th>14. Type of Payment (check all that apply)</th>
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<tbody>
<tr>
<td>$ _____________ ☐ actual ☐ planned</td>
<td>☐ a. retainer</td>
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<td>☐ b. one-time fee</td>
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<td>☐ c. commission</td>
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<td>☐ d. contingent fee</td>
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<td></td>
<td>☐ e. deferred</td>
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<td>☐ f. other, specify</td>
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</tbody>
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<tr>
<th>13. Form of Payment (check all that apply):</th>
<th>15. 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 12:</th>
</tr>
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<tbody>
<tr>
<td>☐ a. cash</td>
<td>(attach Continuation Sheet(s) if necessary)</td>
</tr>
<tr>
<td>☐ b. in-kind; specify: nature _____________</td>
<td></td>
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<tr>
<td>Value ____________</td>
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<tr>
<th>16. Continuation Sheet(s) attached:</th>
<th>17. 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.</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Yes</td>
<td>Signature: ____________________________________________________________________________</td>
</tr>
<tr>
<td>☐ No</td>
<td>Print Name: _________________________________________________________________________</td>
</tr>
<tr>
<td></td>
<td>Title: ___________________________________________________________________________</td>
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<td>Telephone No.: __________ Date: __________</td>
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Authorization for Local Reproduction

Federal Use Only:

Standard Form - LLL

Distribution: Orig- Local Agency Project Files
INSTRUCTIONS FOR COMPLETING EXHIBIT 10-Q 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 or has been secured to influence, the outcome of a covered federal action.

2. Identify the status of the covered federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.

4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.

8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.

10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

11. 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).
12. 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.

13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

14. Check all boxes that apply. If other, specify nature.

15. 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.

16. Check whether or not a continuation sheet(s) is attached.

17. The certifying official shall sign and date the form, and 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
By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: ________________________________

______________________________

Signature and Title of Bidder

Business Address ________________________________

Place of Business ________________________________

Place of Residence ________________________________
NAPA COUNTY
STATE OF CALIFORNIA

BIDDER'S BOND

We, ______________________________________________________

________________________________________________________
as Principal, and

as Surety are bound unto the NAPA COUNTY, State of California, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, THE PRINCIPAL IS SUBMITTED TO THE OBLIGEE,
FOR SILVERADO TRAIL GUARDRAIL REPAIR
MM 0.00 – MM 11.00, RDS 20-01
FEDERAL AID PROJECT NUMBER: HSIPL 5921 (079)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in conformance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.


________________________________________________________
Principal

________________________________________________________
Surety

By: ________________________________

________________________________________________________
Attorney-in-fact

APPROVED AS TO FORM
Office of Napa County Counsel
By: John L. Myers (e-sign)
CERTIFICATE OF ACKNOWLEDGEMENT

Civil Code 1189(a)

State of California

County of ________________

On ___________________________before me,
______________________________, personally appeared ______________________,

Attorney-in-fact

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(SEAL)

___________________________________
Notary Public
**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: Napa County
2. Contract DBE Goal: 12%
3. Project Description: Silverado Trail Guardrail Repair MM 0.00 – MM 11.00, RDS 20-01, Federal Project #HSIPL 5921 (079)
4. Project Location: Silverado Trail from Trancas Street intersection to 11 miles north.
5. Bidder's Name: ____________________________
6. Prime Certified DBE: ☐
7. Bid Amount: ____________________________
8. Total Dollar Amount for ALL Subcontractors: ____________________________
9. Total Number of ALL Subcontractors: ____________________________

<table>
<thead>
<tr>
<th>10. Bid Item Number</th>
<th>11. Description of Work, Service, or Materials Supplied</th>
<th>12. DBE Certification Number</th>
<th>13. DBE Contact Information (Must be certified on the date bids are opened)</th>
<th>14. DBE Dollar Amount</th>
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**Local Agency to Complete this Section upon Execution of Award**

21. Local Agency Contract Number: RDS 20-01
22. Federal-Aid Project Number: HSIPL 5921 (079)
23. Bid Opening Date: 10/27/2022
24. Contract Award Date: ____________________________
25. Award Amount: ____________________________

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

26. Local Agency Representative's Signature: Sonja El-Wakil
27. Date: 707-259-8383
28. Local Agency Representative's Name: Sonja El-Wakil
29. Phone: 707-259-8383
30. Local Agency Representative's Title: Associate Engineer

15. TOTAL CLAIMED DBE PARTICIPATION: ____________________________

$ ____________________________
% ____________________________

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.

16. Preparer's Signature ____________________________
17. Date: ____________________________
18. Preparer's Name: ____________________________
19. Phone: ____________________________
20. Preparer's Title: ____________________________

DISTRIBUTION: 1. Original – Local Agency
2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.
3. Include additional copy with award package
### INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

#### CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local agency that is administering the contract.

2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.

3. **Project Location** - Enter the project location(s) as it appears on the project advertisement.

4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).

5. **Bidder’s Name** - Enter the contractor’s firm name.

6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.

7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.

8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.

9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.

10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.

11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.

12. **DBE Certification Number** - Enter the DBE’s Certification Identification Number. All DBEs must be certified on the date bids are opened.

13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor’s name and phone number, if the prime is a DBE.

14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.

15. **Total Claimed DBE Participation** - $: Enter the total dollar amounts entered in the “DBE Dollar Amount” column. %: Enter the total DBE participation claimed (“Total Claimed DBE Participation Dollars” divided by item “Bid Amount”). If the total % claimed is less than item “Contract DBE Goal,” an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).

16. **Preparer’s Signature** - The person completing the DBE commitment form on behalf of the contractor’s firm must sign their name.

17. **Date** - Enter the date the DBE commitment form is signed by the contractor’s preparer.

18. **Preparer’s Name** - Enter the name of the person preparing and signing the contractor’s DBE commitment form.

19. **Phone** - Enter the area code and phone number of the person signing the contractor’s DBE commitment form.

20. **Preparer’s Title** - Enter the position/title of the person signing the contractor’s DBE commitment form.
### EXHIBIT 17-O DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

<table>
<thead>
<tr>
<th>1. Local Agency Contract Number</th>
<th>2. Federal-Aid Project Number</th>
<th>3. Local Agency</th>
<th>4. Contract Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RDS 20-01</td>
<td>5921 (079)</td>
<td>Napa County</td>
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If there were no changes in the DBE certification of subcontractors/subconsultants, indicate on the form.

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

<table>
<thead>
<tr>
<th>14. Contractor/Consultant Representative’s Signature</th>
<th>15. Contractor/Consultant Representative’s Name</th>
<th>16. Phone</th>
<th>17. Date</th>
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**I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED**

<table>
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<tr>
<th>18. Local Agency Representative’s Signature</th>
<th>19. Local Agency Representative’s Name</th>
<th>20. Phone</th>
<th>21. Date</th>
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DISTRIBUTION: Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
INSTRUCTIONS – DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION STATUS CHANGE

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant’s firm name.
6. Business Address - Enter the contractor/consultant’s business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted contractors/consultants.
10. DBE Certification Number - Enter the DBE’s Certification Identification Number.
11. Amount Paid While Certified - Enter the actual dollar value of the work performed by those subcontractors/subconsultants during the time period they are certified as a DBE.
12. Certification/Decertification Date (Letter Attached) - Enter either the date of the Decertification Letter sent out by the Office of Business and Economic Opportunity (OBEO) or the date of the Certification Certificate mailed out by OBEO.
13. Comments - If needed, provide any additional information in this section regarding any of the above certification status changes.
14. Contractor/Consultant Representative’s Signature - The person completing the form on behalf of the contractor/consultant’s firm must sign their name.
15. Contractor/Consultant Representative’s Name - Enter the name of the person preparing and signing the form.
16. Phone - Enter the area code and telephone number of the person signing the form.
17. Date - Enter the date the form is signed by the contractor’s preparer.
18. Local Agency Representative’s Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
19. Local Agency Representative’s Name - Enter the name of the Local Agency Representative signing the form.
20. Phone - Enter the area code and telephone number of the person signing the form.
21. Date - Enter the date the form is signed by the Local Agency Representative.
EXHIBIT 15-H: PROPOSER/CONTRACTOR GOOD FAITH EFFORTS

Federal-aid Project No(s). 5921 (079) Cost Proposal Due Date ___________________ PE/CE

CON Bid Opening Date 10/27/2022

The County of Napa established a Disadvantaged Business Enterprise (DBE) goal of 12% for this contract. The information provided herein shows the required good faith efforts to meet or exceed the DBE contract goal.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from cost proposal due date or bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 10-O1: Consultant Proposal DBE Commitments or Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer’s or bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions, please attach additional sheets as needed:

A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<table>
<thead>
<tr>
<th>Publications</th>
<th>Dates of Advertisement</th>
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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.).

<table>
<thead>
<tr>
<th>Names of DBEs Solicited</th>
<th>Date of Initial Solicitation</th>
<th>Follow Up Methods and Dates</th>
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C. The items of work made available to DBE firms including those unbundled contract work items into economically feasible units to facilitate DBE participation. It is the bidder’s
Local Assistance Procedures Manual

Exhibit 15-H
Proposer/Contractor Good Faith Effort

Responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal.

<table>
<thead>
<tr>
<th>Items of Work</th>
<th>Proposer or Bidder Normally Performs Item (Y/N)</th>
<th>Breakdown of Items</th>
<th>Amount ($)</th>
<th>Percentage Of Contract</th>
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D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

PROPOSAL FORM
PL No. 76880
P-30
May 2020
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.):

<table>
<thead>
<tr>
<th>Name of Agency/Organization</th>
<th>Method/Date of Contact</th>
<th>Results</th>
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H. Any additional data to support a demonstration of good faith efforts:

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## EXHIBIT 17-F FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

<table>
<thead>
<tr>
<th>1. Local Agency Contract Number</th>
<th>2. Federal-Aid Project Number</th>
<th>3. Local Agency</th>
<th>4. Contract Completion Date</th>
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</thead>
<tbody>
<tr>
<td>RDS 20-01</td>
<td>5921 (079)</td>
<td>Napa County</td>
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<tr>
<th>15. ORIGINAL DBE COMMITMENT AMOUNT</th>
<th>$</th>
<th>16. TOTAL</th>
</tr>
</thead>
</table>

List all first-tier subcontractors/subconsultants and DBEs regardless of tier whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at the time of award, provide comments on an additional page. List actual amount paid to each entity. If no subcontractors/subconsultants were used on the contract, indicate on the form.

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

<table>
<thead>
<tr>
<th>17. Contractor/Consultant Representative’s Signature</th>
<th>18. Contractor/Consultant Representative’s Name</th>
<th>19. Phone</th>
<th>20. Date</th>
</tr>
</thead>
</table>

**I CERTIFY THAT THE CONTRACTING RECORDS AND ON-SITE PERFORMANCE OF THE DBE(S) HAS BEEN MONITORED**

<table>
<thead>
<tr>
<th>21. Local Agency Representative’s Signature</th>
<th>22. Local Agency Representative’s Name</th>
<th>23. Phone</th>
<th>24. Date</th>
</tr>
</thead>
</table>

**DISTRIBUTION:** Original – Local Agency, Copy – Caltrans District Local Assistance Engineer. Include with Final Report of Expenditures

**ADA NOTICE:** For individuals with sensory disabilities, this document is available in alternate formats. For information, call (916) 445-1233, Local Assistance Procedures Manual TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
INSTRUCTIONS – FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE) AND FIRST-TIER SUBCONTRACTORS

1. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
2. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
3. Local Agency - Enter the name of the local or regional agency that is funding the contract.
4. Contract Completion Date - Enter the date the contract was completed.
5. Contractor/Consultant - Enter the contractor/consultant’s firm name.
6. Business Address - Enter the contractor/consultant’s business address.
7. Final Contract Amount - Enter the total final amount for the contract.
8. Contract Item Number - Enter contract item for work, services, or materials supplied provided. Not applicable for consultant contracts.
9. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials provided. Indicate all work to be performed by DBEs including work performed by the prime contractor/consultant’s own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. Company Name and Business Address - Enter the name, address, and phone number of all subcontracted contractors/consultants. Also, enter the prime contractor/consultant’s name and phone number, if the prime is a DBE.
11. DBE Certification Number - Enter the DBE’s Certification Identification Number. Leave blank if subcontractor is not a DBE.
12. Contract Payments - Enter the subcontracted dollar amount of the work performed or service provided. Include the prime contractor/consultant if the prime is a DBE. The Non-DBE column is used to enter the dollar value of work performed by firms that are not certified DBE or for work after a DBE becomes decertified.
13. Date Work Completed - Enter the date the subcontractor/subconsultant’s item work was completed.
14. Date of Final Payment - Enter the date when the prime contractor/consultant made the final payment to the subcontractor/subconsultant for the portion of work listed as being completed.
15. Original DBE Commitment Amount - Enter the “Total Claimed DBE Participation Dollars” from Exhibits 15-G or 10-O2 for the contract.
16. Total - Enter the sum of the “Contract Payments” Non-DBE and DBE columns.
17. Contractor/Consultant Representative’s Signature - The person completing the form on behalf of the contractor/consultant’s firm must sign their name.
18. Contractor/Consultant Representative’s Name - Enter the name of the person preparing and signing the form.
19. Phone - Enter the area code and telephone number of the person signing the form.
20. Date - Enter the date the form is signed by the contractor’s preparer.
21. Local Agency Representative’s Signature - A Local Agency Representative must sign their name to certify that the contracting records and on-site performance of the DBE(s) has been monitored.
22. Local Agency Representative’s Name - Enter the name of the Local Agency Representative signing the form.
23. Phone - Enter the area code and telephone number of the person signing the form.
24. Date - Enter the date the form is signed by the Local Agency Representative.
Exhibit 12-B: Bidder’s List of Subcontractor (DBE and Non-DBE) Part 1

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register here. The local agency will verify registration of all contractors and subcontractors on public works projects at bid and thereafter annually to assure that yearly registration is maintained throughout the life of the project.

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or $10,000 (whichever is greater). Photocopy this form for additional firms.

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number DHR Reg Number</th>
<th>DBE (V/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
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<tbody>
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<td>Name:</td>
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Distribution: 1) Original: Local Agency File; 2) Copy: DLAE w/ Award Package
Exhibit 12-B: Bidder’s List of Subcontractor (DBE and Non-DBE) Part 2

In accordance with Title 49, Section 26 of the Code of Federal Regulations, the Bidder shall list all subcontractor who provided a quote or bid but were not selected to participate as a subcontractor on this project. **Photocopy this form for additional firms.**

Federal Project Number: _______________________

<table>
<thead>
<tr>
<th>Subcontractor Name and Location</th>
<th>Line Item &amp; Description</th>
<th>Subcontract Amount</th>
<th>Percentage of Bid Item Subcontracted</th>
<th>Contractor License Number</th>
<th>DBE (Y/N)</th>
<th>DBE Cert Number</th>
<th>Annual Gross Receipts</th>
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Distribution:  
1) Original: Local Agency File  
2) Copy: DLAE w/ Award Package
NAPA COUNTY AGREEMENT NO. _________

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made and concluded in triplicate this _____ day of ___________, ______ by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and _____________________, hereinafter referred to as “CONTRACTOR”;

TERMS

ARTICLE I. In consideration of the payments and covenants hereinafter mentioned, to be made and performed by County, and under the conditions expressed in the two (2) bonds attached hereto, Contractor shall, at Contractor’s own cost and expense, do all the work and furnish all materials, except such as are specified herein to be furnished by County, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the Napa County Board of Supervisors that project known as SILVERADO TRAIL GUARDRAIL REPAIR MM 0.00 – MM 11.00, RDS 20-01, FEDERAL PROJECT NUMBER: HSIPL 5921 (079), which shall be constructed in the County of Napa, California, in accordance with the Plans and Specifications (“Plans”) entitled SILVERADO TRAIL GUARDRAIL REPAIR MM 0.00 – MM 11.00, RDS 20-01, FEDERAL PROJECT NUMBER: HSIPL 5921 (079), the Bid submitted by Contractor (“Bid Proposal”), the Special Provisions, and the 2010 Standard Specifications of the State of California Department of Transportation (“Standard Specifications”). The Plans, Bid Proposal, Special Provisions, and Standard Specifications are hereby incorporated by reference as if set forth herein.

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

ARTICLE III. It is further expressly agreed by and between the parties that if there is any conflict between the Bid Proposal of Contractor and any of the other terms of this Contract, then such other terms shall control and any such conflicting terms of the Bid Proposal shall not been deemed to have been accepted by County.

ARTICLE IV. Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this Contract; for all loss and damage, arising out of the nature of such work, from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the Board of Supervisors of the County and for all risks of every description connected with the work; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work and the whole thereof in the manner and according to the Plans, Special Provisions, and Standard Specifications and the requirements of the Engineer under them, to wit:
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<th>Item No.</th>
<th>Item Description</th>
<th>Units</th>
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<th>Item Price</th>
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<td>1</td>
<td>Mobilization</td>
<td>LS</td>
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<td>2</td>
<td>Temporary Traffic Control</td>
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<td>Guardrail Removal and Disposal</td>
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<td>Guardrail Replace with Midwest Guardrail System and all Terminals, Steel Posts, and Related Work.</td>
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<td>5600</td>
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**BASE BID TOTAL:** $

**BASE BID TOTAL:** (Written Number)

$________________________/100 DOLLARS

All work in these special provisions including plans and specifications will be covered by the above line items and totals provided by contractor.
IN WITNESS WHEREOF, this Contract has been approved by County and Contractor as of the date first set forth on page C-1 of this Contract.

By_____________________________
FIRST NAME, LAST, President

By_____________________________
FIRST NAME, LAST,, Secretary

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By_____________________________
RYAN GREGORY, Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM
Office of County Counsel
By: ______________________
County Counsel
Date: ______________________

APPROVED BY THE
NAPA COUNTY BOARD OF SUPERVISORS
Date: ______________________
Processed By: ______________________
Deputy Clerk of the Board

ATTEST: NEHA HOSKINS
Clerk of the Board of Supervisors
By: ______________________

NOTE: Signature of those executing for the Contractor must be acknowledged by Notary Public. If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.
NAPA COUNTY
PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT WE, ______________________________, whose address is ______________________________________ as Principal, and ______________________________, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are jointly and severally held and firmly bound unto NAPA COUNTY, a political subdivision of the State of California, as Obligee, in the full and just sum of ($___________) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas, the above bounden Principal has entered into a contract, or is about to enter into a contract with the Obligee to do and perform the following work, to-wit: SILVERADO TRAIL GUARDRAIL REPAIR MM 0.00 – MM 11.00, RDS 20-01, FEDERAL PROJECT #HSIPL 5921 (079) as is more specifically set forth in said contract, to which contract reference is hereby made.

NOW, THEREFORE, if the said Principal shall well and truly do the said work, and fulfill each and every of the covenants, conditions and requirements of the said contract in accordance with the plans and specifications, then the above obligation shall be null and void, otherwise is shall remain in full force and effect.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the agreement secured by this bond including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon and between NAPA COUNTY as Obligee and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

SEALED with our seals and dated this ___ day of ____________________, __________.

Principal (contractor): ______________________________

By: ______________________________

By: ______________________________, Attorney in Fact

Surety: ______________________________

By: ______________________________

Signatures for Principal and Surety must be acknowledged before Notary Public

APPROVED AS TO FORM: JOHN L. MYERS
Napa County Counsel

By: John L. Myers (e-sign) ______________________________

PERFORMANCE BOND
PL. NO. 76882
B-1
Know All Persons By These Presents That We, _______________________, as Principal, and _______________________, duly authorized under the laws of the State of California to become sole surety on bonds and undertakings, as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting or hiring teams, or implements or machinery, for or contributing to said work to be done, and all persons who performed work or labor upon the same, and whose claim has not been paid by the contractor, company or corporation, in the just and full sum of $_________ (_____________) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such that; whereas the above bounden principal has entered into a contract, or is about to enter into a contract with NAPA COUNTY, a political subdivision of the State of California, to do and perform the following work, to-wit: SILVERADO TRAIL GUARDRAIL REPAIR MM 0.00 – MM 11.00, RDS 20-01, FEDERAL PROJECT #HSIPL 5921 (079).

NOW THEREFORE, if the above bounden Principal, contractor, person, company or corporation, or his or its subcontractor fails to pay for any materials, provisions, provender, other supplies, or terms used in, upon for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or the subcontractors of the Principal pursuant to Section 13020 of the Unemployment Insurance Code with respect to the work and labor, then the Surety of this bond will pay the same, in an amount not exceeding the sum specified in this bond as well as a reasonable attorney's fee, which shall be fixed and awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

THE SURETY does hereby consent to any and all alterations, modifications and revisions to the contract above referred to, and work and labor under which is secured by this bond, including but not limited to, any extension of time for performance or modifications in manner of performance which may be agreed upon by and between NAPA COUNTY and the Principal, and the Surety does hereby waive notice of any alterations, modifications, revisions, or extensions.

THIS BOND is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code 9550 et seq., inclusive, and all amendments thereto and shall inure to the benefit of any of the persons named in Civil Code section 9100 so as to give a right of action to those persons or their assigns in any suit brought upon the bond.

Sealed with our seals and dated this _______ day of ____________________________, ______.

Principal (contractor): ____________________________ Surety: ____________________________

By: ____________________________ By: ____________________________, Attorney in Fact

By: ____________________________

Signatures for Principal and Surety must be acknowledged before Notary Public

Approved as to form: JOHN L. MYERS  
Napa County Counsel

By: John L. Myers (e-sign)
SPECIAL PROVISIONS- SECTION “A”- GENERAL CONDITIONS

1. LOCATION
   The project is located on Silverado Trail, near the intersection at Trancas Street to 11 miles to the north.

2. DESCRIPTION OF WORK
   The proposed project will consists of the removal of existing and installation of new center and bike lane thermoplastic Caltrans standard pavement marking lines on Silverado Trail.

   All construction activities and resurfacing, including any temporary staging, shall occur within County right of way.

   The scope of work shall include and not be limited to:
   • Mobilization
   • Construction Debris Area Setup and Disposal
   • Implementation on Erosion and Sediment Control Best Management Practices (BMP)
   • Construction Area Signs per CAMUTCD standards, Caltrans and as directed by the Engineer.
   • Temporary Traffic Control per CAMUTCD standards Caltrans and as directed by the Engineer and approved by County.
   • Protection of monuments and benchmarks in place.
   • Removal of existing stripes.
   • Restriping.
   • Final cleanup and demobilization
   • Project Closeout

3. DEFINITIONS AND TERMS
   The following terms when used in these Special Provisions or in the Standard Specifications shall have the following meanings when used in this Contract:

   Contractor. The person or entity described as "Contractor" in the preamble to this Contract.

   County. Napa County, a political subdivision of the State of California.

   Department of Transportation. The Board of Supervisors of Napa County, State of California, acting by and through its Director of Public Works.

   Department. The Napa County Department of Public Works.

   Director of Transportation. The Napa County Board of Supervisors, State of California, acting by and through its Director of Public Works.
Engineer or County Engineer. The Napa County Public Works Director, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory. The established laboratory of the Materials and Research licensed and certified by the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials and work involved in the contract.

Owner. Napa County.

State of California, Napa County.

Transportation Building, Napa County Administration Building, 1195 Third Street, Suite 101, Napa, California 94559.

State Highway Engineer. The Napa County Public Works Director, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Standard Specifications. The 2018 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the County or its corresponding agency, office or officer acting under this contract.

Days. As used in these special provisions, days shall mean working days.

4. CONTRACT DOCUMENTS
   The Contract Documents shall include the Notice to Contractors, Proposal Form, bonds, these special provisions, the Standard Specifications of the State of California and the Standard Plans of the State of California, Department of Transportation, dated 2018 insofar as same may apply, and pertinent portions of other documents included by reference thereto in the Special Provisions or the Contract pages.

5. 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 Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

   If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.
A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Bid book. Standard Form - LLL, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the Bid book. Signing the Bid book shall constitute signature of the Certification.

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

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

1) A cumulative increase if $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), employees(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

6. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

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

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal.

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."
The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d) as follows:

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

A. Nondiscrimination Statement

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

Under 49 CFR 26.13(b): The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

C. Prompt Progress Payment

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

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

D. Prompt Payment of Withheld Funds to Subcontractors

The County may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, of the contract work, and pay retainage to the prime contractor based on these acceptances.

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County 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 all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the County. Any delay or postponement of payment may take place only for good cause and with the County’s prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

E. Termination and Substitution of DBE Subcontractors

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

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency’s bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withholds with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.

11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.

The prime contractor’s request to use other forces or material sources must include:

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

If the Agency authorizes the termination or substitution of a listed DBE, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must (1) perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal, and (2) be certified as a DBE with the most specific available NAICS codes and work codes applicable to the type of work the DBE will perform on the contract at the time of the prime contractor’s request for substitution. The prime contractor shall submit their documentation of good faith efforts within 7 days of their request for authorization of the substitution. The Agency may authorize a 7-day extension of this submittal period at the prime contractor’s request. More guidance can be found at 49 CFR 26 app A regarding evaluation of good faith efforts to meet the DBE goal.

F. Commitment and Utilization

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

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

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder’s DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

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

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder’s bid nonresponsive.
The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder’s List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:
1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

G. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

7. BID OPENING

The County publicly opens and reads bids at the time and place shown on the Notice to Contractors, or as altered by County issued addendums.

8. BID RIGGING

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

9. **CONTRACT AWARD**

If the County awards the contract, the award is made to the lowest responsive and responsible bidder. Additional details are set forth in the proposal form.

10. **CONTRACTOR LICENSE**

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

11. **CHANGED CONDITIONS**

23 CFR 635.109 is made a part of this contract and incorporated herein by reference.

**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. Include details explaining the information you relied on and the material differences you discovered. If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer. If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

**B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment...
within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

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

C. Significant Changes in the Character of Work

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:
   • When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
   • When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

12. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to all of the provisions of Section 8, “Prosecution and Progress,” of the Standard Specifications and these Special Provisions.
The County will work with the Contractor to decide on a construction start date. The Notice to Proceed shall be issued following the confirmation of the project schedule. In any calendar year all project work shall be completed by October 15th and shall not begin before March 15th.

The Contractor shall begin work within 15 calendar days after the issuance of the Notice to Proceed.

The CONTRACTOR shall diligently prosecute the same to completion before the expiration of TWENTY FIVE (25) WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

Day work is permitted between 6:00 a.m. and 3:00 p.m. Night work is permitted between 7:00 p.m. and 6:00 a.m. Under no circumstances shall any work occur between 3:00 p.m. and 7:00 p.m.

Attention is directed to the provisions of Section 8-1.10, “Liquidated Damages,” of the Standard Specifications and these Special Provisions. The Contractor shall pay to Napa County the sum of $3,000.00 per day for each and every calendar day delay in finishing the work in excess of the number of working days prescribed above and any extension of time granted. Where the time frame for the work is exceed each day, the Contractor shall pay to Napa County the sum of $2,000.00 for each 15 minute increment or portion thereof beyond the limit of the time allowed for the working hours. The maximum payment for exceeded working hours per day shall be the full daily amount listed above.

13. BUY AMERICA

Attention is drawn to the Standard Specifications Section 6-1.04C. Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. 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.

14. QUALITY ASSURANCE

The County uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The County may examine the records and reports of tests the prime
contractor performs if they are available at the job site. Schedule work to allow time for QAP. The Contractor may examine the records and reports of tests the County performs if they are available at the job site.

15. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the County fails to pay promptly, the County shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:
1. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

The County shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the County, 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 County. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the County’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.

16. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 --Revised July 5, 2022, from Caltrans LAPM Form 12-G inserted here without modification:

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and
The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

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

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

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 supervision to and all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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.

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

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

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

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

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

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

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

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or 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 or other knowledgeable company official.

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

7. Unions:

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

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability.
c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

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

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

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

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

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

10. Assurance Required:

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

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

      (1) Withholding monthly progress payments;

      (2) Assessing sanctions;

      (3) Liquidated damages; and/or

      (4) Disqualifying the contractor from future bidding as non-responsible.

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS
This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway, 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages
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, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made paid to such laborers or mechanics, subject to the provisions of the labor unrest and wage determination. The contracting officer shall approve a contract shall be classified in conformance with the wage determination and which is to be employed under the classification or their representatives, and the contracting officer agree on the additional classification and wage rate determination. The contracting officer 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.

b. (1) The contracting officer shall require that every additional classification 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding (29 CFR 5.5)

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 make any laborer or mechanic whole, 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 (29 CFR 5.5)  
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 §29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under §29 CFR 5.5 (a)(3)(i), and that such information is correct and complete;

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

(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 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)  
a. Apprentices (programs of the USDOL)
Apprentices will be permitted to work at less than the predetermiend rate for the work they performed when they are employed pursuant to and individualy 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 of 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 journeymen 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
journeymen 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. 23 CFR
230.111(e)(2). The straight time hourly wage rates for
apprentices and trainees under such programs will be
established by the particular programs. The ratio of apprentices
and trainees to journeymen shall not be greater than permitted
by the terms of the particular program.

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

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

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

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

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

10. Certification of eligibility. (29 CFR 5.5)
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

V. CONTRACT WORK HOURS AND
SAFETY STANDARDS ACT

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. 29 CFR 5.5.

   * $27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting 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, any 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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1. through 4. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 4. of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).
5. The 30 percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

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

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

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

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

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

1. Instructions for Certification – First Tier Participants:
   a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
   b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's
determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:
a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

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

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

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

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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:

   a. is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

17. 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:

<table>
<thead>
<tr>
<th>Economic Area</th>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama</td>
<td>6.8</td>
</tr>
<tr>
<td>Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity</td>
<td>6.6</td>
</tr>
<tr>
<td>San Francisco-Oakland-San Jose, CA: SMSA Counties:</td>
<td></td>
</tr>
</tbody>
</table>

PL No. 72316
<table>
<thead>
<tr>
<th>City/Region</th>
<th>Counties Mentioned</th>
<th>Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salinas-Seaside-Monterey, CA</td>
<td>CA Monterey; CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo; CA Santa Clara; CA 7485 Santa Cruz, CA; CA Santa Cruz; CA Sonoma; CA Santa Cruz; CA Sonoma; CA San Jose</td>
<td>28.9</td>
</tr>
<tr>
<td>7120 Main St, CA</td>
<td>7360 San Francisco-Oakland</td>
<td>25.6</td>
</tr>
<tr>
<td>7400 Main St, CA</td>
<td>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo; CA Santa Clara; CA 7485 Santa Cruz, CA; CA Santa Cruz; CA Sonoma; CA Santa Cruz; CA Sonoma; CA San Jose</td>
<td>19.6</td>
</tr>
<tr>
<td>7500 Main St, CA</td>
<td>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo; CA Santa Clara; CA 7485 Santa Cruz, CA; CA Santa Cruz; CA Sonoma; CA Santa Cruz; CA Sonoma; CA San Jose</td>
<td>14.9</td>
</tr>
<tr>
<td>8720 Main St, CA</td>
<td>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo; CA Santa Clara; CA 7485 Santa Cruz, CA; CA Santa Cruz; CA Sonoma; CA Santa Cruz; CA Sonoma; CA San Jose</td>
<td>9.1</td>
</tr>
<tr>
<td>177</td>
<td>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo; CA Santa Clara; CA 7485 Santa Cruz, CA; CA Santa Cruz; CA Sonoma; CA Santa Cruz; CA Sonoma; CA San Jose</td>
<td>17.1</td>
</tr>
<tr>
<td>Sacramento, CA</td>
<td>CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties; CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba</td>
<td>23.2</td>
</tr>
<tr>
<td>Stockton-Modesto, CA</td>
<td>CA Stanislaus; CA San Joaquin</td>
<td>12.3</td>
</tr>
<tr>
<td>178</td>
<td>CA Stanislaus; CA San Joaquin</td>
<td>24.3</td>
</tr>
<tr>
<td>Stockton, CA</td>
<td>CA Stanislaus; CA San Joaquin</td>
<td>19.8</td>
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<tr>
<td>179</td>
<td>CA Stanislaus; CA San Joaquin</td>
<td>17.1</td>
</tr>
<tr>
<td>Fresno-Bakersfield, CA</td>
<td>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo; CA Santa Clara; CA 7485 Santa Cruz, CA; CA Santa Cruz; CA Sonoma; CA Santa Cruz; CA Sonoma; CA San Jose</td>
<td>26.1</td>
</tr>
</tbody>
</table>

For the last full week of July during which work is performed under the contract, the prime contractor 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.

18. **TITLE VI ASSURANCES**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E. Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.
APPENDIX A

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

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

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

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

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

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

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

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

APPENDICES B - D

Reserved.

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

19. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

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 carries, 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 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 (1) 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.

Federal Trainee Program Special Provisions (to be used when applicable)

20. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is ___0______.

This section applies if a number of trainees or apprentices is specified in the Special Provisions to be greater than ZERO.

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

The prime contractor has primary responsibility for meeting this training requirement.
If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in each subcontract.

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

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

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

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

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

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

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

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

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

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

1. It is calculated to:
   - Meet the your equal employment opportunity responsibilities
• Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period

2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

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

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

Napa County reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:
   1. For on-site training
   2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and the prime contractor does at least one of the following:
      • Contribute to the cost of the training
      • Provide the instruction to the apprentice or trainee
      • Pay the apprentice's or trainee's wages during the off-site training period
   3. If the prime contractor complies with this section.

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

The prime contractor shall furnish the apprentice or trainee:
   1. With a copy of the program that the prime contractor will comply with in providing the training

21. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:
• Procure or obtain;
• Extend or renew a contract to procure or obtain; or
• Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

22. SUBCONTRACTING
Attention is directed to Section 5-1.13, “Subcontracting,” of the Standard Specifications.

23. PREVAILING WAGES
Attention is directed to Section 7-1.02K, ”Labor Code,” of the Standard Specifications and these Special provisions.

The general Federal prevailing wage rates and any applicable changes to these wage rates are available:
1. At the Department's Labor Compliance Office of the district in which the work is located
2. From the General Services Administration's web site https://beta.sam.gov/

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

Beginning July 1, 2014, contractors must register with Department of Industrial Relations and meet requirements using the online application before bidding on public works contracts in California. Application and renewal are completed online. Read the SB 854 Fact Sheet for a complete list of requirements.
The Project is a “public works” as defined in the California Labor Code. The Contractor shall comply with all State prevailing wage requirements, including but not limited to, those set forth in Exhibit “A” at the end of these General Conditions, California Prevailing Wage Requirements.

24. CERTIFIED PAYROLL RECORDS

Special Attention is directed to the provisions of Section 7-1.02K(3), “Certified Payroll Records,” of the Standard Specifications. A copy of all payrolls shall be submitted weekly to the Engineer. Payrolls shall contain the full name, address and social security number of each employee, his correct classification, rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. They shall also indicate apprentices and ratio of apprentices to journeymen. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or his agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the contract. The "Statement of Compliance" shall be on forms furnished by the Department or on any form with identical wording. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Failure to submit will delay processing of progress payments.

Access to Records/Retention COUNTY, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Secretary General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of CONTRACTOR which are directly pertinent to the subject matter of this Contract for the purpose of making audit, examination, excerpts and transcriptions. Original records shall be forwarded to the COUNTY after Contract completion or retained for a period of 6 years after Contract completion.

25. BIDDING REQUIREMENTS AND CONDITIONS

Attention is directed to Section 2, “Bidding,” of the Standard Specifications and these Special Provisions.

(a) Examination of Site. Each bidder shall have examined the site of the work before bidding so he shall have full knowledge of all facilities and difficulties affecting the work which may not be particularly described herein. No variation or allowance from the contract sum will be made because of lack of such examination or knowledge.

(b) State Contract Act. The State Contract Act is not applicable to contracts involving political subdivisions of the State of California. Pre-qualification of bidders will not be required.

(c) Joint Venture. If two or more Bidders desire to bid jointly on a single project or desire to combine their assets for so doing, they must file an affidavit of joint venture with the County Engineer, and such affidavit of joint venture will be valid only for the specific project for which it is filed. If such affidavit of joint venture is not filed as aforesaid and approved by the Engineer prior to the time for opening bids on the specific projects for which it is submitted, a joint bid submitted by the said Bidders will be disregarded.
(d) Registered and Qualified – California Labor Code § 1771.1. 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.

26. CONTRACT AWARD AND EXECUTION (Bonds)

Attention is directed to Section 3, “Contract Award and Execution,” of the Standard Specifications, contract bonds. In-lieu of the bonds specified under Section 3-1.05 of the Standard Specifications, the successful bidder shall furnish a faithful Performance Bond as required by Section 20129 of the Public Contract Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated and the laborer's and material man's payment bond as required by Section 8182 of the Civil Code in an amount equal to one hundred percent (100%) of the contract price of the work contemplated.

27. SCOPE OF WORK

Attention is directed to Section 4, “Scope of Work,” of the Standard Specifications.

The intent of the plans and specifications is to cover the entire project ready for use when completed. The Contractor shall accomplish complete installation of facilities, and any other required items to make the unit complete. All units, facilities, etc., shall be in operating condition to the approval of the Engineer. The quantities and items listed in the proposal form and contract form are given as a basis for the comparison of bid and the Board of Supervisors does not, expressly or by implication, agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work as may be deemed necessary or expedient by the Engineer.

28. CHANGE ORDERS

(a) Limitations Where Contract Price Changes are Involved.
   i. Overhead and Profit for the Contractor. The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification.
   ii. Bond Premiums. The actual rate of bond premiums as paid on the total cost (including taxes) will be allowed, but with no markup for profit and overhead.
   iii. Taxes. State and city sales taxes should be indicated.
(b) **Procedure.** Attention is directed to Section 4-1.05 of the Standard Specifications.

(c) **Authorized Representative / Limits.** No Change Order shall be valid or binding against COUNTY unless such Change Order has been executed in writing by (1) COUNTY’s Director of Public Works consistent with the authority granted to him by the Board of Supervisors pursuant to the limitations set forth under Napa County Resolution No. 2011-18 and Public Contract Code Section 20142, or (2) by the Board of Supervisors.

### 29. CONTROL OF THE WORK

Attention is directed to Section 5 of the Standard Specifications and these Special provisions. After contract approval, submit documents and direct questions in writing to the Engineer.

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

If a discrepancy is found or confusion arises, request correction or clarification in writing. Any deviations from the approved Plans and Specifications shall be approved by the Engineer and all changes shall be by written permission only.

(b) **Acceptance of Contract.** Attention is directed to Section 5-1.46, “Final Inspection and Contract Acceptance,” of the Standard Specifications and these Special provisions. Acceptance will consist of the execution and filing with the County Recorder of a Notice of Completion as defined in Civil Code Section 8182. Should it become necessary due to developed conditions to occupy any portion of the work before the contract is fully completed, such occupancy shall not constitute acceptance.

### 30. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Attention is directed to Section 7 of the Standard Specifications and these Special Provisions.

Comply with laws, regulations, orders, and decrees applicable to the project. Immediately report to the Engineer in writing any discrepancy or inconsistency between the contract and a law, regulation, order, and decree.

(a) **Prevailing Wages.** See Section 21 and 22 of these Special Provisions.

(b) **Public Convenience and Public Safety.**

Attention is directed to Section 7-1.03 and Section 7.1.04 of the Standard Specifications and these Special Provisions.

(1) **Safety Devices.** Furnishing and maintenance of safety devices shall be the responsibility of the Contractor at all times. The Contractor shall respond promptly to correct improper conditions or inoperative devices. Failure to inspect and maintain all necessary safety devices in proper operating condition when in use, or failure to respond promptly to notification of improperly operating equipment, will be sufficient cause for suspension of the contract until such defects are corrected or termination as otherwise provided in this Contract.
All expenses incurred by the County because of emergency "call outs" and for resetting or supplementing the Contractor's barricades or warning devices, will be charged to the contractor and may be deducted from moneys due him.

(2) Material Safety Data Sheets (MSDS) – The Contractor shall provide MSDS for each product used on site upon request by the Engineer.

(3) Safety Standards; Suspension of Contract for Unsafe Equipment. The Contractor shall comply with all the applicable provisions of the United States Department of Labor Occupational Safety and Health Act (OSHA), State of California Division of Industrial Safety, Title 8, Safety Orders (Cal-OSHA), the Federal Aviation Administration (FAA) and any other applicable codes and regulations. If, in the opinion of the Engineer, any operation or piece of equipment that is observed by the Engineer appears to be unsafe, the Engineer may immediately halt that portion of the work until the hazard is corrected to the satisfaction of the Engineer and no time extension or additional compensation shall be granted for the time lost due to said halting of the work.

c) Hold Harmless/Indemnification. To the full extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify COUNTY and the officers, agents, employees and volunteers of COUNTY and project funding agencies from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, arising from all acts or omissions to act of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering services under this Agreement, excluding, however, such liability, claims, losses, damages or expenses arising from the sole negligence or willful acts of County or its officers, agents, employees or volunteers. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege.

d) Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

(1) Workers' Compensation insurance. If and to the extent required by law during the term of this Agreement, CONTRACTOR shall provide workers' compensation insurance for the performance of any of CONTRACTOR's duties under this Agreement, including but not limited to, coverage for workers' compensation, employer's liability, and a waiver of subrogation, and shall provide COUNTY with certification of all such coverages upon request by COUNTY’s Risk Manager.

(2) Liability insurance. CONTRACTOR shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better or equivalent self-insurance:

(i) General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence, covering liability or claims for any
personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of CONTRACTOR or any officer, agent, or employee of CONTRACTOR under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the occurrence limit.

(ii) Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with CONTRACTOR's business of not less than ONE MILLION DOLLARS ($1,000,000) combined single limit per occurrence. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the occurrence limit.

(3) Certificates. All insurance coverages referenced in (2), above, shall be evidenced by one or more certificates of coverage or, with the consent of COUNTY’s Risk Manager demonstrated by other evidence of coverage acceptable to COUNTY’s Risk Manager, which shall be filed by CONTRACTOR with the DEPARTMENT OF PUBLIC WORKS prior to commencement of performance of any of Contractor's duties; shall reference this Agreement by its COUNTY number or title and department; shall be kept current during the term of this Agreement; shall provide that COUNTY shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium; and shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

For the commercial general liability insurance coverage referenced in (2)(i), and, where the vehicles area covered by a commercial policy rather than a personal policy, for the comprehensive automobile liability insurance coverage referenced in (2)(ii) CONTRACTOR shall also file with the evidence of coverage and endorsement from the insurance provider naming COUNTY, its officers employees, agents and volunteers as additional insureds and waiving subrogation, and the certificate or other evidence of coverage shall provide that if the same policy applies to activities of CONTRACTOR not covered by this Agreement then the limits in the applicable certificate relating to the additional insured coverage of COUNTY shall pertain only to liability for activities of CONTRACTOR under this Agreement, and that the insurance provided is primary coverage to COUNTY with respect to any insurance or self-insurance programs maintained by COUNTY. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent including (if used together ) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94. Upon request of COUNTY’S Risk Manager, CONTRACTOR shall provide or arrange for the insured to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

(4) Additional Insured. The general liability and automobile liability policies listed above are to contain, or be endorsed to contain, the following provisions:

Napa County, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or
borrowed by or on behalf of the grantee; and with respect to liability arising out of work
or operations performed by or on behalf of the grantee including materials, parts or
equipment furnished in connection with the work or operations.
(5) Deductibles/Retentions. Any deductibles or self-insured retentions shall be
declared to, and be approved by, County’s Risk Manager, which approval shall not be
denied unless the County's Risk Manager determines that the deductibles or self-insured
retentions are unreasonably large in relation to compensation payable under this
Agreement and the risks of liability associated with the activities required of Contractor
by this Agreement. At the option of and upon request by County’s Risk Manager, either
the insurer shall reduce or eliminate such deductibles or self-insurance retentions or
Contractor shall procure a bond guaranteeing payment of losses and related
investigations, claims administration and defense expenses.
(6) Inclusion in Subcontracts. CONTRACTOR agrees to require all subcontractors
and any other entity or person who is involved in providing services under this
Agreement to comply with the Workers Compensation and General Liability insurance
requirements set forth in this Paragraph 28.

31. PROSECUTION AND PROGRESS

Attention is directed to Section 8, “Prosecution and Progress,” of the Standard Specifications, and
these Special Provisions.

(a) Preconstruction Meeting
After award of the Contract and prior to the commencement of work of any kind, a
Preconstruction meeting will be held at a mutually agreed time and place which shall be
attended by the CONTRACTOR, its Superintendent, and its subcontractors as appropriate
with COUNTY project representatives.

The conference is required to familiarize all authorized persons involved with policies,
regulations and procedures and to discuss construction operations and methods in order to
avoid any misunderstanding or conflicts during construction.

Unless previously submitted to the Engineer, the Contractor shall bring to the preconstruction
meeting six (6) copies each of the following:
1. Draft Construction Schedule.
2. Procurement schedule of major equipment and materials and items requiring long lead
time.
3. Shop Drawing/Sample/submittal schedule.
4. Schedule of values (lump sum price breakdown) for progress payment purposes.
5. The Temporary Traffic Control Plan for Engineers review
6. Substitution Requests
7. Letter of Responsibility designating emergency contacts for the Contractor after business
hours.

(b) Progress Meetings
The Contractor shall schedule and hold regular on site progress meetings at least weekly and
at other times as requested by Engineer. The Contractor, Engineer, Inspector, and all
subcontractors active on the site shall be represented at each meeting. The Contractor or Engineer may at its discretion request attendance by the Contractor's suppliers, manufacturer's, and other subcontractors.

The County shall provide for keeping and distribution of the minutes. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

(c) Construction Schedule and Progress Schedule
Attention is directed to Section 8-1.02C and these Special Provisions.

The contractor, promptly after being awarded the contract or upon receiving notice of intent to award, shall prepare and submit a baseline construction schedule for the work. The baseline schedule shall not exceed the number of contract working days. The baseline schedule must include the entire scope of work and demonstrate how the contractor plans to complete all work contemplated and shall provide for expeditious and practicable execution of the work. The baseline schedule is a working document that may be requested by the County with updated corrections as often as weekly.

The Contractor shall also incorporate all required permit conditions and other coordination into the schedule.

Progress schedules shall be updated and submitted on a weekly basis thereafter. The progress schedule shall be revised at appropriate intervals as required by the conditions of the work and project or when requested in writing by the Engineer. The Contractor shall perform the work in general accordance with the most recent schedules submitted to the Engineer.

(d) Schedule of Submittals
A schedule of submittals shall be provided to the Engineer at the preconstruction meeting. The Contractor shall keep the submittal schedule up to date and ensure that it coordinates with the construction schedule, with adequate time for the Engineer to review the submittals.

(e) Termination of Contract. Attention is directed Section 8-1.13 of the Standard Specifications and these Special provisions.

Whenever, in the opinion of the Board of Supervisors the said work is neglected by the Contractor, or the same is not prosecuted with the diligence and force specified, meant and intended in and by the terms of this contract, it shall be lawful for the Board of Supervisors to make a requisition upon the Contractor for such additional specific force or such additional specific material to be brought into the work under this contract or to remove improper material from the grounds, and its due and faithful fulfillment requires; of which action of the Board of Supervisors due notice in writing of not less than five days shall be served upon the Contractor or his agent having charge of the work; and if the Contractor fails to comply with such requisition within five days, it shall be lawful for the Board of Supervisors to employ upon such work the additional force or supply the materials as specifically required as aforesaid; and the amount paid for such additional force or material shall be charged against
the Contractor and be deducted from his next or subsequent estimate and payment, or the
same or any part thereof not so deducted may be recovered from the Contractor or his sureties.

Moreover, if the Contractor fails to comply with such requisition within five days, the Board
of Supervisors may declare the contract terminated and may itself proceed to complete the
work herein specified or may engage any other person or persons to do the same. Upon the
completion of such work, the said Board of Supervisors through its proper office or officers
shall cause a statement to be made of the default of the Contractor as aforesaid, and in
completing the work itself or by any other person or persons. Should the amount in such
statement be more than the amount would have been due the Contractor upon the completion
of the work by him, the difference shall be paid by the Contractor to Napa County.

32. TERMINATION FOR CONVENIENCE OF THE COUNTY

Notwithstanding any other provision of this Agreement, County may, at any time, and without
cause, terminate this Agreement in whole or in part, upon not less than seven (7) days' written
notice to CONTRACTOR. Such termination shall be effected by delivery to Contractor of a
notice of termination specifying the effective date of the termination and the extent of the work
to be terminated. Contractor shall immediately stop work in accordance with the notice and
comply with any other direction as may be specified in the notice or as provided subsequently
by County. County shall pay Contractor for the work completed prior to the effective date of
the termination, and such payment shall be Contractor's sole remedy under this Agreement.
Under no circumstances will Contractor be entitled to anticipatory or unearned profits,
consequential damages, or other damages of any sort as a result of a termination or partial
termination under this paragraph. Contractor shall insert in all subcontracts that the
subcontractor shall stop work on the date of and to the extent specified in a notice of
termination, and shall require subcontractors to insert the same condition in any lower tier
subcontracts.

33. MEASUREMENT AND PAYMENT

Attention is directed to Section 9, “Payment,” of the Standard Specifications and this Special
Provisions.

Payment for the various items of the Bid Sheets, as further specified herein, shall include all
compensation to be received by the Contractor for furnishing all tools, equipment, supplies, and
manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of
work being described, as necessary to complete the various items of work as specified and shown
on the Drawings, including all appurtenances thereto, and including all costs of compliance with
the regulations of public agencies having jurisdiction, including Safety and Health Requirements
of the California Division of Industrial Safety. No separate payment will be made for any item
that is not specifically set forth in the Bid Sheet(s), and all costs therefor shall be included in the
prices named in the Bid Sheet(s) for the various appurtenant items of work.

All pay line items will be paid for at the unit prices named in the Bid Sheet(s) for the respective
items of work. The quantities of work or material stated as unit price items on the Bid Sheet(s)
are supplied only to give an indication of the general scope of the Work; the County does not
expressly nor by implication agree that the actual amount of work or material will correspond
 therewith, and reserves the right after award to increase or decrease the quantity of any unit price of any major item of work by an amount up to and including 25 percent of any major bid item, without a change in the unit price, and shall have the right to delete any bid item in its entirety, or to add additional bid items up to and including an aggregate total amount not to exceed 25 percent of the contract price.

Section 9-1.07 “Payment adjustments for price index fluctuations.” is deleted.

(a) Force Account. Attention is directed Section 9-1.04 of the Standard Specifications and these Special Provisions.

Equipment rental rates shall be those rental rates applicable on contracts advertised by the State of California, Department of Transportation on the date of call for bids on this contract.

(b) Progress Payments. Attention is directed Section 9-1.16 of the Standard Specifications and these Special Provisions.

In lieu of Section 9-1.16 F Retentions, the County will retain 5 percent (5%) of the value of all work done and 5 percent (5%) 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 the Contractor to the extent not inconsistent with Public Contract Code Section 20104.50; all such retentions being subject to the following statutory requirements:

Public Contract Code Section 7107. Retention proceeds; withholding disbursement

(a) This section is applicable with respect to all contracts entered into on or after January 1, 1993 relating to the construction of any public work of improvement.

(b) The retention proceeds withheld from any payment by the public entity from the original contractor, or by the original contractor from any subcontractor, shall be subject to this section.

(c) Within 60 days after the date of completion of the work of improvement, the retention withheld by the public entity shall be released. In the event of a dispute between the public entity and the original contractor, the public entity may withhold from the final payment an amount not to exceed 150 percent of the disputed amount. For purposes of this subdivision, "completion" means any of the following:

(1)The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.

(2) The acceptance by the public agency, or its agent, of the work of improvement.

(3) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the contractor.

(4) After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.

(d) Subject to subdivision (e), within 10 days from the time that all or any portion of the retention proceeds are received by the original contractor, the original contractor shall pay each of its
subcontractors from whom retention has been withheld, each subcontractor’s share of the retention received. However, if a retention payment received by the original contractor is specifically designated for a particular subcontractor, payment of the retention shall be made to the designated subcontractor, if the payment is consistent with the terms of the subcontract.

(e) The original contractor may withhold from a subcontractor its portion of the retention proceeds if a bona fide dispute exists between the subcontractor and the original contractor. The amount withheld from the retention payment shall not exceed 150 percent of the estimated value of the disputed amount.

(f) In the event that retention payments are not made within the time periods required by this section, the public entity or original contractor withholding the unpaid amounts shall be subject to a charge of 2 percent per month on the improperly withheld amount, in lieu of any interest otherwise due. Additionally, in any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to attorney's fees and costs.

(g) If a state agency retains an amount greater than 125 percent of the estimated value of the work yet to be completed pursuant to Section 10261 of the Public Contract Code, the state agency shall distribute undisputed retention proceeds in accordance with subdivision (c). However, notwithstanding subdivision (c), if a state agency retains an amount equal to or less than 125 percent of the estimated value of the work yet to be completed, the state agency shall have 90 days in which to release undisputed retentions.

(h) Any attempted waiver of the provisions of this section shall be void as against the public policy of this state.

Public Contract Code Section 22300. Performance retentions; provision for substitute security; escrow agreement

(a) Provisions shall be included in any invitation for bid and in any contract documents to permit the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract; however, substitution of securities provisions shall not be required in contracts in which there will be financing provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 et seq.), and where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of the contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to the contractor. Upon satisfactory completion of the contract, the securities shall be returned to the contractor.

(b) Alternatively, the contractor may request and the owner shall make payment of retentions earned directly to the escrow agent at the expense of the contractor. At the expense of the contractor, the contractor may direct the investment of the payments into securities and the contractor shall receive the interest earned on the investments upon the same terms provided for in this section for securities deposited by the contractor. Upon satisfactory completion of the contract, the contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(c) Securities eligible for investment under this section shall include those listed in > Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the contractor and the public agency. The contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Failure to include these provisions in bid and contract documents shall void any provisions for performance retentions in
a public agency contract. For purposes of this section, the term "public agency" shall include, but shall not be limited to, chartered cities.

(d) (1) Any contractor who elects to receive interest on moneys withheld in retention by a public agency shall, at the request of any subcontractor, make that option available to the subcontractor regarding any moneys withheld in retention by the contractor from the subcontractor. If the contractor elects to receive interest on any moneys withheld in retention by a public agency, then the subcontractor shall receive the identical rate of interest received by the contractor on any retention moneys withheld from the subcontractor by the contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If the contractor elects to substitute securities in lieu of retention, then, by mutual consent of the contractor and subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by the contractor.

(2) This subdivision shall apply only to those subcontractors performing more than five percent of the contractor's total bid.

(3) No contractor shall require any subcontractor to waive any provision of this section.

(e) The Legislature hereby declares that the provisions of this section are of statewide concern and are necessary to encourage full participation by contractors and subcontractors in public contract procedures.

(f) The escrow agreement used hereunder shall be null, void, and unenforceable unless it is substantially similar to the following form:

ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between:

________________________________________ whose address is ______________

hereinafter called "Owner,"

________________________________________ whose address is ______________

________________________________________ whose address is ______________

designated hereinafter called "Contractor" and ____________________________

designated hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the 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 payments 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 designate the Contractor as the beneficial owner.
(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the 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 the 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 the money market accounts held in escrow and all interest earned on that 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 the 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 the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days’ written notice to the 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 the Owner.

(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 fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (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:

Title ____________________________

Name ____________________________

Signature ____________________________

Address ____________________________

On behalf of Contractor:

Title ____________________________

Name ____________________________

Signature ____________________________

Address ____________________________

On behalf of Escrow Agent:

Title ____________________________
At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

“Owner”          “Contractor”

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Public Contract Code Section 20104.50 Timely progress payments; legislative intent; interest; payment requests

(a) (1) It is the intent of the Legislature in enacting this section to require all local governments to pay their contractors on time so that these contractors can meet their own obligations. In requiring prompt payment by all local governments, the Legislature hereby finds and declares that the prompt payment of outstanding receipts is not merely a municipal affair, but is, instead, a matter of statewide concern.

(2) It is the intent of the Legislature in enacting this article to fully occupy the field of public policy relating to the prompt payment of local governments' outstanding receipts. The Legislature finds and declares that all government officials, including those in local government, must set a standard of prompt payment that any business in the private sector which may contract for services should look towards for guidance.

(b) Any local agency which fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract shall pay interest to the contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

(c) Upon receipt of a payment request, each local agency shall act in accordance with both of the following:

(1) Each payment request shall be reviewed by the local agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

(2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
(d) The number of days available to a local agency to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which a local agency exceeds the seven-day return requirement set forth in paragraph (2) of subdivision (c).

(e) For purposes of this article:

(1) A "local agency" includes, but is not limited to, a city, including a charter city, a county, and a city and county, and is any public entity subject to this part.

(2) A "progress payment" includes all payments due contractors, except that portion of the final payment designated by the contract as retention earnings.

(3) A payment request shall be considered properly executed if funds are available for payment of the payment request, and payment is not delayed due to an audit inquiry by the financial officer of the local agency.

(f) Each local agency shall require that this article, or summary thereof, be set forth in the terms of any contract subject to this article.

(c) Claims. All claims under this contract shall be subject to the following statutory requirements:

Public Contract Code Section 9204 Claim resolution process for claim by contractor in connection with public works project.

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.
(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party
or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code Section 20104 Application of article; provisions included in plans and specifications

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
(b) (1) “Public work” means “public works contract” as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

Public Contract Code Section 20104.2 Claims; requirements, tort claims excluded

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency’s written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation, or within a period of time not greater than that taken by the claimant in producing the additional information whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claim within 60 days of receipt of the claim, or may request in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant dispute the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to
subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

Public Contract Code Section 20104.4 Civil action procedures; mediation and arbitration: trial de novo: witness

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) Title 3 of Part 3 of the Code of Civil Procedure, any party who receiving an arbitration award requests a trial de novo but does obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses participate in the mediation or arbitration process.

Public Contract Code Section 20104.6 Payment of portion of claim which is undisputed; of interest on arbitration award or judgment

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

(d) Final Payment. Payment will be made in accordance with the provisions of Section 9-1.17 of the Standard Specifications provided however that in no event will the final payment be made within 35 calendar days after the filing of Notice of Completion.
The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefore.

34. MISCELLANEOUS PROVISIONS

(a) **Licenses and Permits.** Any and all licenses and permits required shall be provided by the Contractor and he shall abide by any and all Federal, State and County laws and rules affecting the work and shall maintain all required protection for property, employees and the public and insurance in connection with same, for all of which he shall bear necessary expense.

(b) **Building Laws, etc.** The Contractor shall conform to and abide by all County and State Building, Labor, Sanitary and Electrical Codes, Ordinances, Laws, Rules and Regulations. Such laws and regulations shall be considered a part of this Exhibit "A” as if set forth herein in full and the work and materials shall be in accordance therewith.

(c) **Guarantees.** All work performed and equipment or material furnished shall be guaranteed for one (1) year from date of acceptance against any inherent or developed defects of materials or workmanship in manufacture or installations. All guarantees normally provided by manufactures of equipment or material installed under this project shall be furnished to County and shall remain in force for their normal life.

(d) **Ownership of Plans and Specifications.** All drawings, specifications and copies thereof provided to Contractor by the County shall remain the property of the County and they shall not be used by the Contractor or its subcontractors on other work.

(e) **Addenda.** Any addenda or notices issued during the time of bidding and forming a part of the documents provided to the Bidder for the preparation of the contractor’s bid, shall be covered in the bid and shall be made a part of the contract. The Bidder shall acknowledge receipt of addenda in the space provided in the Proposal.

Should a bidder find apparent discrepancies in the drawings or documents, or should he be in doubts to their meaning, he should at once notify the Napa County Public Works Department, which will send a written instruction to all bidders. Napa County will not be responsible for oral instructions.

35. OWNER'S RIGHT TO DO WORK

COUNTY as Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors on the job site reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for proper execution and results. His failure to so inspect and report shall constitute his acceptance of other Contractors' work as fit and proper for reception of
his work, except as to defects which may develop in other Contractors' work after execution of
his work.

To ensure proper execution of his subsequent work, the Contractor shall measure and inspect work
already in place and shall at once report to the Engineer any discrepancy between executed work
and contract documents.

The Contractor shall ascertain to his own satisfaction the scope of the project and nature of any
other contracts that have been or may be awarded by owner in prosecution of the project to the end
that the Contractor may perform this contract in the light of such other contracts, if any. Nothing
herein contained shall be interpreted as granting to the Contractor exclusive occupancy at the site
of project. The Contractor shall not cause any unnecessary hindrance or delay to any other
Contractors working on project. If simultaneous execution of any contract for the project is likely
to cause interference with performance of some other contract or contracts, the owner shall decide
which Contractor shall cease work temporarily and which Contractor then shall continue or
whether work can be coordinated so that the Contractors may proceed simultaneously.

36. EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall comply with all applicable laws,
ordinances, regulations, and codes, including but not limited to, the following:

(a) Non-Discrimination. During the performance of the work required by the Contract, the
Contractor and its subcontractors shall not deny the benefits thereof to any person on the basis
of race, color, sex, sexual orientation, religion, age, ancestry or national origin, physical
disability, medical condition, marital status, political affiliation, family and medical care leave,
pregnancy leave, or disability leave. Contractor and its subcontractors will take affirmative
action to ensure that employees are treated during employment without regard to their race,
sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical
condition, marital status, political affiliation, family and medical care leave, pregnancy leave,
or disability leave. Such action shall include, but not be limited to, the following:
employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff
or termination; rates of pay or other forms of compensation; and selection for training,
including apprenticeship. Contractor and its subcontractors shall post in conspicuous places,
available to employees for employment, notices provided by the State of California setting
forth the provisions of this Fair Employment section. The Contractor shall ensure that the
evaluation and treatment of employees and applicants for employment are free of such
discrimination or harassment. In addition to the foregoing general obligations, the Contractor
shall comply with the provisions of the Fair Employment and Housing Act (Government Code
section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of
Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division
3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations
adopted to implement any of the foregoing, as such statutes and regulations may be amended
from time to time. To the extent this Contract subcontracts to the Contractor work required of
the County by the State of California pursuant to agreement between the County and the State,
the applicable regulations of the Fair Employment and Housing Commission implementing
Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2
of the California Code of regulations are expressly incorporated into this Agreement by reference and made a part hereof as if set forth in full, and the Contractor and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. The Contractor shall abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of the Contractor performing any of the work under the Contract have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. The Contractor shall make the required documentation available upon request to the County for inspection.

(c) Inclusion in Subcontracts. To the extent any of the work to be performed by Contractor under the Contract is subcontracted to a third party, the Contractor shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

37. COUNTY POLICIES ON WASTE, HARASSMENT, DRUG/ALCOHOL-FREE, VIOLENCE-FREE WORKPLACE.

Contractor hereby agrees to comply, and require its employees and subcontractors to comply, with the following policies, copies of which are on file with the Clerk of the Board of Supervisors and incorporated by reference herein. Contractor also agrees that it shall not engage in any activities, or permit its officers, agents and employees to do so, during the performance of any of the services required under this Agreement, which would interfere with compliance or induce violation of these policies by COUNTY employees or contractors.


(b) County of Napa “Policy for Maintaining a Harassment and Discrimination Free Work Environment” revised effective August 23, 2005.

(c) County of Napa Drug and Alcohol Policy adopted by resolution of the Board of Supervisors on June 25, 1991.

(d) Napa County Information Technology Use and Security Policy adopted by resolution of the Board of Supervisors on April 17, 2001. To this end, all employees and subcontractors of CONTRACTOR whose performance of services under this Agreement requires access to any portion of the COUNTY computer network shall sign and have on file with COUNTY’s ITS Department prior to receiving such access the certification attached to said Policy.

(e) Napa County Workplace Violence Policy, adopted by the BOS effective May 23, 1995 and subsequently revised effective November 2, 2004, which is located in Napa County Policy Manual Part I, Section 37U.

38. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR.
Before starting each portion of the work, the Contractor shall carefully study and compare the Contract Documents relative to that portion of the work, shall take field measurements of any existing conditions related to that portion of the work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating construction by the contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies, or omissions discovered by the contractor shall be reported promptly to the Engineer as a request for information in such form as the Engineer may require.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Engineer, but it is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. The Contractor is not required to ascertain that the contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations, but any nonconformity discovered by or made known to the contractor shall be reported promptly to the Engineer.

39. SUPERVISION AND CONSTRUCTION PROCEDURES

(a) **Supervision and Direction Of Work.** CONTRACTOR shall supervise and direct the work, using the contractor’s best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, CONTRACTOR shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If CONTRACTOR determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Engineer and shall not proceed with that portion of the work without further written instructions from the Engineer. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by CONTRACTOR, COUNTY shall be solely responsible for any resulting loss or damage.

(b) **Responsibility Of Work.** CONTRACTOR shall be responsible to the COUNTY for acts and omissions of CONTRACTOR’s employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of CONTRACTOR or any of its subcontractors.

(c) **Subsequent Work.** CONTRACTOR shall be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

(d) **Superintendent.** CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the work. The superintendent shall represent CONTRACTOR, and communications given to the superintendent shall be as binding as if given to CONTRACTOR. Important communications
shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

40. DEFECTIVE AND NONCOMPLIANT WORK

Attention is directed to Section 5-1.30 Noncompliant and Unauthorized work and Section 5-1.39 Damage Repair and Restoration of the Standard Specifications.

Per Section 5-1.30 Noncompliant and Unauthorized work of the Standard Specifications, the contractor shall correct or remove and replace work that does not comply with the Contract at contractor’s cost. County will reduce payment for non-compliant work left in place until the work has been corrected. If the contractor fails to comply promptly with an order under section 5-1.30, the County may correct, remove, or replace noncompliant or unauthorized work. The County will deduct the cost of this work from the contract.

Per Section 5-1.39 Damage Repair and Restoration of the Standard Specifications, before Contract acceptance, the contractor shall restore damaged work to the same state of completion as before the damage. The County does not adjust payment for repair or restoration that the Engineer determines was caused by the contractor’s failure to construct the work under the Contract or protect the work.

The contractor shall submit a repair or restoration work plan and scheduled for the approval of the Engineer prior to proceeding with work. The submittal must comply with the requirements in Section 4 Submittal Procedures of this Special Provisions.

41. AUDITS/ACCOUNTING/RECORDS

The CONTRACTOR shall maintain financial accounts, documents, and records (collectively, “records”) relating to this agreement, in accordance with the guidelines of “Generally Accepted Accounting Principles” (“GAAP”) published by the American Institute of Certified Public Accountants. The records shall include, without limitation, evidence sufficient to reflect properly the amount, receipt, deposit, and disbursement of all funds related to the construction of the project, and the use, management, operation and maintenance of the real property. Time and effort reports are also required. The CONTRACTOR shall maintain adequate supporting records in a manner that permits tracing from the request for disbursement forms to the accounting records and to the supporting documentation.

Additionally, the COUNTY or its agents may review, obtain, and copy all records relating to performance of the agreement. The grantee shall provide the COUNTY or their agents with any relevant information requested and shall permit the COUNTY or their agents access to the CONTRACTOR’s premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this agreement and any applicable laws and regulations.

The CONTRACTOR shall retain the required records for a minimum of three years following the later of final disbursement by the COUNTY, and the final year to which the particular records
pertain. The records shall be subject to examination and audit by the COUNTY or their agents during the retention periods.

If the CONTRACTOR retains any subcontractors to accomplish any of the work of this agreement, the CONTRACTOR shall first enter into an agreement with each subcontractor requiring the subcontractor to meet the terms of this section and to make the terms applicable to all subcontractors.

42. INTERPRETATION; VENUE.
   (a) Interpretation. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.
   
   (b) Venue. This Agreement is made in Napa County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa, a unified court. The venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of California. The appropriate venue for arbitration, mediation or similar legal proceedings under this Agreement shall be Napa County, California; however, nothing in this sentence shall obligate either party to submit to mediation or arbitration any dispute arising under this Agreement.

43. COVID-19 CONSTRUCTION SITE REQUIREMENTS
   Contractors shall follow all current State of California and CDC Covid-19 related requirements and advisories for construction work and workers. See the following developed by CA DIR and Cal-OSHA for more information:
   https://www.dir.ca.gov/dosh/coronavirus/ETS.html

44. SECTION OF THE 2018 SPECIAL PROVISIONS NOT APPLICABLE
   Section 5-1.09 “Partnering” and all of its subparts and Section 5-1.43E “Alternative Dispute Resolution” and all its subparts are hereby removed in their entirety and shall have no application apply to this Agreement.
Exhibit “A” - CALIFORNIA PREVAILING WAGE REQUIREMENTS

Pursuant to California Labor Code sections 1720 and 1771, construction, alteration, demolition, installation, repair and maintenance work performed under this Agreement is subject to State prevailing wage laws. State prevailing wage laws require certain provisions be included in all contracts for public works. The Contractor and any subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor and all subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design, site assessment, feasibility study, and other preconstruction phases of construction including, but not limited to, inspection and land surveying work, regardless of whether any further construction work is conducted, and work performed during the post-construction phases of construction, including, but not limited to, all cleanup work at the jobsite.

1.1. Copies of such prevailing rate of per diem wages are on file at the Napa County Public Works Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. The Contractor and all subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Agreement. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Agreement in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Agreement, each successive predetermined wage rate shall apply to this Agreement on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Agreement, such wage rate shall apply to the balance of the Agreement.

2. Penalties for Violations. The Contractor and all subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under California Labor Code sections 1720 through 1861.
3. Payroll Records. The Contractor and all subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. The Contractor shall require its subcontractors to also comply with section 1776. The Contractor and all subcontractors shall furnish records specified in California Labor Code section 1776 on a monthly basis, both to the County and directly to the Labor Commissioner in the manner required by California Labor Code section 1771.4. The Contractor shall ensure its subcontractors prepare and submit payroll records to the County and the DIR as required by this section.

3.1. If the Contractor or a subcontractor is exempt from the DIR registration requirement pursuant to section 9.4 below, then the Contractor or such subcontractor is not required to furnish payroll records directly to the Labor Commissioner but shall retain the records for at least three years after completion of the work, pursuant to California Labor Code section 1771.4(a)(4).

3.2. The County may require the Contractor and its subcontractors to prepare and submit records specified in section 1776 to the County and the Labor Commissioner on a weekly basis, at no additional cost to the County.

4. Apprentices. The Contractor and all subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. The Contractor is responsible for compliance with this section for all apprenticeable occupations pursuant to California Labor Code section 1777.5(n).

5. Working Hours. The Contractor and all subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on contractors and subcontractors of $25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. The Contractor shall include, at a minimum, a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. In accordance with California Labor Code section 3700, the Contractor is required to secure the payment of compensation of its employees. By signing the Agreement, to which this is an exhibit, the Contractor certifies that:

“I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”
8. Compliance Monitoring and Enforcement. This project is subject to compliance monitoring and enforcement by the DIR. The County must withhold contract payments from the Contractor as directed by the DIR, pursuant to California Labor Code section 1727.

9. Contractor and Subcontractor Registration Requirements. The Contractor and all subcontractors shall not be qualified to bid on, be listed in a bid or proposal, subject to the requirements of section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code 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 California Business and Professions code or by sections 10164 or 20103.5 of the California Public Contract Code, provided the Contractor is registered to perform public work pursuant to section 1725.5 at the time the contract is awarded.

9.1. A Contractor’s inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in response to a solicitation shall not be grounds for filing a protest or grounds for considering the bid or proposal non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to the proposal due date; (2) within twenty-four hours after the proposal due date, the subcontractor is registered and has paid the penalty registration fee specified in California Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

9.2. By submitting a bid or proposal to the County, the Contractor is certifying that he or she has verified that all subcontractors used on this project are registered with the DIR in compliance with California Labor Code sections 1771.1 and 1725.5, and the Contractor shall provide proof of registration for themselves and all listed subcontractors to the County at the time of the bid or proposal due date or upon request.

9.3. The County may ask the Contractor for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this project at any time during performance of this Agreement, and the Contractor shall provide the list within ten (10) working days of the County’s request.

9.4. This section shall not apply to work performed on a public works project of twenty-five thousand dollars ($25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars ($15,000) or less when the project is for maintenance work, pursuant to California Labor Code sections 1725.5(f) and 1771.1(n).

10. Stop Order. Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of California Labor Code sections 1725.5 or 1771.1, the Labor Commissioner must issue and serve a stop order prohibiting the use of the unregistered contractor or subcontractor on ALL public works until the unregistered contractor or subcontractor is registered. Failure to observe a stop order is a misdemeanor.
SPECIAL PROVISIONS - SECTION “B” - TECHNICAL SPECIFICATIONS

1. GENERAL

The Contractor shall take all reasonable precautions to restrict operations to the least area of work possible and to minimize interference with traffic along the County roads, and shall not disturb private property beyond the areas of work.

The Contractor shall provide access to private properties at all times.

The Contractor shall maintain continuous access to the United States Postal Service and emergency services. The Contractor shall notify the local postmaster and emergency services at least 48 hours before work will commence.

Personal vehicles of the Contractor’s employees shall not be parked on the traveled way or shoulders, including any section closed to public traffic. Temporary “NO-STOPPING,” “NO PARKING,” and “TOW-AWAY” signs shall be posted by the Contractor upon authorization of the County.

Weekend work shall be approved in advance by the Engineer.

The Contractor shall provide to the Engineer the names, address and telephone numbers of at least two emergency contacts for the duration of the contract.

2. GENERAL REQUIREMENTS

(a) LAYOUT OF WORK – The CONTRACTOR shall lay out the work as directed by the COUNTY in the field.

(b) TRAFFIC CONTROL PLAN – The CONTRACTOR shall prepare the Temporary Traffic Control Plan (TCP) for COUNTY’s review and approval. The TCP shall be submitted to the COUNTY at the preconstruction meeting and at the minimum shall include number and location of all Construction Area Signs, Temporary Traffic Control Signs including Portable Changeable Message Signs, number of flaggers, pilot cars, etc.

(c) MATERIAL SAFETY DATA SHEETS (MSDS) – The CONTRACTOR shall provide MSDS for each product used on site.

(d) PROTECTION OF EXISTING FACILITIES AND PROPERTY – Protection of existing facilities shall conform to Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications and these Special Provisions.

The CONTRACTOR shall notify Underground Service Alert (USA) for marking the locations of existing underground facilities 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:
The Contractor shall immediately notify the County Engineer of any facilities found that may interfere with work to be performed. The Contractor shall take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the site of the work. If damage should occur to the existing facilities, the utility company and the County shall be notified immediately and repairs acceptable to the utility company shall be made at the Contractor’s expense.

Existing trees, shrubs, and other plants, that are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(e) DAMAGES – The Contractor shall be responsible for any damages to existing facilities, utilities and roads due to causes attributable to the work, and all such damaged facilities, utilities and roads shall be repaired when directed by the Engineer and as required to place them in as good as condition as existed before commencement of the work.

(f) OWNER NOTIFICATION – The Contractor shall notify all property owners and businesses affected by the project’s work at least 48 hours before work is to begin. The notice shall be in writing, placed on doors, and shall indicate the Contractor’s name and phone number, type of work, day(s) and time when work will occur. Notice shall be reviewed and approved by the Engineer prior to being sent.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(g) EMERGENCY SERVICE PROVIDERS NOTIFICATIONS – The Contractor shall furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information shall be reported to the County Sheriff dispatcher, and updated as required to provide 24-hour phone access.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(h) PUBLIC SAFETY – The Contractor shall at all times conduct his work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to

<table>
<thead>
<tr>
<th>Notification Center</th>
<th>Telephone Number</th>
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<tbody>
<tr>
<td>Underground Service Alert-Northern California (USA)</td>
<td>1-800-642-2444</td>
</tr>
<tr>
<td></td>
<td>1-800-227-2600</td>
</tr>
<tr>
<td>Underground Service Alert-Southern California (USA)</td>
<td>1-800-422-4133</td>
</tr>
<tr>
<td></td>
<td>1-800-227-2600</td>
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</tbody>
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insure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No access way shall be closed to the public without first obtaining permission from the Engineer.

The Contractor shall furnish, erect and maintain all lights, signs, barricades and barriers necessary to give adequate warning to the public at all times and shall provide such guards as may be necessary to prevent accidents and avoid damage and injury.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the County may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor’s operations and the Contractor shall be liable to the County for all costs incurred plus 100%.

Nothing in this section shall be construed to impose tort liability on the County or Engineer. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(i) WATER FOR CONSTRUCTION – Construction and testing water shall conform to Section 10-4, “Water Usage,” and Section 10-6 “Watering” of the Standard Specifications and these Special Provisions.

Water for construction activities shall be provided by the contractor. The Contractor shall contain all water within the limits of the project and prevent discharge to adjacent wetland, ditches, creeks and other facilities.

During the performance of the work called for under these Specifications, or any operations appurtenant thereto, the Contractor shall furnish all labor, equipment and means required, and as often as necessary, to prevent his operations from producing dust in amounts damaging to property or causing a nuisance to persons living nearby or occupying buildings in the vicinity. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(j) EXISTING UTILITIES – The Contractor shall notify all utility companies and request field location markings of existing facilities prior to commencing construction. Where potential conflict with existing underground utilities may constitute a safety hazard or interfere with the progress of work, such facilities shall be hand-excavated to determine their precise location. Contractor shall be liable for damages to all utilities whether so located and marked or not.
It is not the intent of the Plans to show the exact location or extent of existing underground utilities or structures, and the Engineer assumes no responsibility therefor. It is the Contractor’s responsibility to verify all existing utility locations and notify the Engineer in case of conflict.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(k) **COOPERATION** – The Contractor shall cooperate with the occupants of the existing facilities adjacent to the project and coordinate the work in such a manner as to minimize the disruption to the existing facilities. CONTRACTOR shall cooperate with the County Roads department as needed per these plans and specifications.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

(l) **SAFETY** – The Contractor shall comply with all the applicable provisions of the United States Department of Labor Occupational Safety and Health Act (OSHA), State of California Division of Industrial Safety, Title 8, Safety Orders (Cal-OSHA) and any other applicable codes and regulations.

If, in the opinion of the Engineer, any operation or piece of equipment that is observed by the Engineer appears to be unsafe, the Engineer may immediately halt that portion of the work until the hazard is corrected to the satisfaction of the Engineer and no time extension or additional compensation shall be granted for the time lost due to said halting of the work.

(m) **DISPOSITION OF REMOVED MATERIALS** – Attention is directed to Section 15 “Existing Facilities” Part 3.01A3. CONTRACTOR shall deliver all surplus and damaged guardrail and post materials to the Roads County facility at 7292 Silverado Trail, Napa. CONTRACTOR shall not dispose of any materials from demolition or removal by sale, gift or in any manner whatsoever, to the general public at the site. Disposal operations shall comply with all applicable laws and ordinances and must be approved by the Engineer.

(n) **CONSTRUCTION LIMITATIONS** – The Contractor will be expected to conduct his operations in a manner which creates minimum damage to the natural vegetation and landscaping, paving and gravel areas. Care shall be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches or placement of steel plates and temporary fencing as required. Equipment will be restricted to the immediate area of construction and trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids and litter, will be covered. Such residues will be disposed of in a proper manner.

Mufflers and/or baffles will be required on all construction equipment.
Construction activity within the existing right-of-way will be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

(o) CLEAN UP – Clean up shall be performed to prevent accidents to personnel, protect all work in place, and to effect completion of the project in an orderly manner. Excess debris shall be removed from the work area immediately so as not to clutter the existing facilities. Access to all other properties within the project area shall be unobstructed and passable between the hours of 3:00 p.m. and 6:00 a.m. weekdays, on weekends and holidays, and whenever work is not actively in progress.

(p) EQUIPMENT – Standard construction equipment shall be used and shall be maintained in a safe and satisfactory condition at all times and in compliance with the latest provisions of the CAL/OSHA regulations. All trucks and other heavy equipment shall be well maintained and in proper working order and in compliance with all applicable laws and regulations.

(q) WORKING HOURS REQUIREMENTS – Normal work week shall be within the following: Monday through Friday 6:00 am to 3:00 pm unless otherwise approved by the COUNTY.

(r) SCOPE – Contractor shall take into account all costs associated with the improvements as discussed in the technical specifications, when preparing the bid and shall take into account the working hour restrictions.

3. ORDER OF WORK

Order of work shall conform to these Special Provisions.

The Contractor shall prepare and submit a work plan and schedule in accordance with Section 8, “Prosecution and Progress,” of the Standard Specifications and in a form provided by, or acceptable to, the Engineer and submit information describing the Contractor's proposed procedures and methods of operation.

No work may begin under the contract until the schedule and description of proposed procedures and methods of operation material have been approved by the Engineer. Time required for review and approval of these items shall not constitute a basis for time extension.

The Contractor shall verify the location of all existing utilities.

No work may begin under the contract until traffic control and construction signage is implemented. Attention is directed to the time requirements of Section 7 “Construction Area Signs” and Section 8 “Maintaining Traffic” of these Special Provisions Part “B.”

The Contractor shall order work to minimize obstruction to adjacent property owners and inconvenience to the traveling public. The contractor will coordinate with the County and establish traffic control and implement work in a manner which provides the greatest possible access to the property owners adjacent to the work area.
Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

4. MOBILIZATION

Mobilization shall conform to Section 14 of these Special Provisions and shall include but not limited to securing bonds, insurance, construction fencing, office trailers, temporary sheds, temporary utilities, temporary facilities, equipment and supplies, mobilization and demobilization, and all preparatory work prior to the commencement of productive work at the site required under this contract.

Full compensation for conforming to the provisions of this section shall be considered as included in the contract lump sum price under “Mobilization” and no additional compensation will be allowed therefore.

5. SUBMITTALS

Attention is directed to Section 5-1.23 “Submittals,” of the Special Specifications and these Special Provisions. The contractor shall submit products or materials list, specifications and schedule at or prior to the pre-construction meeting. The contractor shall submit for the Engineer’s approval, electronic cut sheets for all of the products and materials to be used for all work on the project. The cut sheets submitted by the contractor shall clearly describe how the proposed products or materials meet the specifications of the products and materials requested in the project specifications.

Submit at Contractor’s expense, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Substitution Requests, Quality Control Plan, Temporary Traffic Control Plan, Operations and Maintenance Manuals, Warranties, and Project Record Documents, and all other submittals required by the Contract Documents. Contractor shall comply with requirements set forth in Attachment ‘A’ Submittal List.

Submit these submittals to Engineer, for review and approval in accordance with accepted schedule of Shop Drawings and Samples submittals. All Shop Drawing, Samples and product data submittals shall be submitted to and approved by the Engineer prior to ordering of material or commencement of work. The Engineer shall be given adequate time for review of submittals.

6. SUBSTITUTION OF MATERIALS AND PRODUCTS

All substitution requests and submittals must be made in writing, and be submitted to and approved by the Engineer prior to ordering of material or commencement of work. Submittals shall be made in accordance with the above section.

7. CONSTRUCTION AREA SIGNS

Construction area signs will be provided by the Contractor. Contractor shall coordinate with the Engineer on construction area signs and submit for Engineer’s review and approval at the pre-construction meeting.
No traffic control or construction area sign shall obstruct bicycle lanes.

Full Compensation for Construction Area Signs will be included in the Contract Lump Sum paid for Temporary Traffic Control and no additional compensation will be allowed therefore.

8. MAINTAINING TRAFFIC

Maintaining traffic shall conform to the provisions of Section 7-1.03 “Public Convenience”, Section 7-1.04 “Public Safety” and Section 12 “Temporary Traffic Control” of the Standard Specifications and these Special Provisions. The Contractor shall prepare a Temporary Traffic Control Plan in compliance with Standard Specifications and these Special Provisions and submit for Engineer’s review and approval before or at the pre-construction meeting.

The Contractor shall install all construction area signs and traffic controls prior to start of work. The PCMS shall be installed two weeks prior to any lane restriction operation. Construction area signs shall be furnished, installed, maintained and removed when no longer required by the County. Attention is directed to the requirements of Section 7 (Construction Area Signs) of these Special Provisions.

One lane shall be kept open to public traffic at all times. Lane closure will require 72 hours notice to the Engineer and 48 hours notice to the property owners. The full width of the existing roadway shall be available to public traffic when work is not actively in progress, between 3:00 p.m. and 6:00 a.m., on weekends and on holidays.

If night work is used during construction, full road closures are allowed between 10:00 p.m. and 6:00 a.m. upon plan submittal, review, and approval by Napa County. Detour access to and from Hardman Avenue to Silverado Trail shall be maintained. Local driveway access shall be maintained. Public notification procedures shall be required, including advanced notification to properties 48 hours in advance of start of work. See these Special Provisions Section “A”, Part 12 for definition of work hours.

The Contractor shall coordinate and give adequate warning to the public at all times and shall provide such guards necessary to prevent accidents and avoid damage and injury.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of work, the Contractor shall immediately notify the Engineer and remedy the situation. Full Compensation for Maintaining Traffic will be included in the Contract Lump Sum paid for “Temporary Traffic Control” and no additional compensation will be allowed therefore.

9. TRAFFIC CONTROL SYSTEMS FOR LANE CLOSURES

Traffic Control including but not limited to pilot cars and flaggers will be provided by the Contractor. A traffic control system shall consist of closing traffic lanes in accordance the provisions of Section 12, “Temporary Traffic Control,” of the Standard Specifications, section 7, 8, and 15 of these Special Provisions.
The Contractor shall provide such additional devices or take such measures as may be necessary to comply with Section 7-1.04, “Public Safety,” of the Standard Specifications.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of work, the Contractor shall immediately notify the Engineer and remedy the situation.

Full Compensation for Traffic Control Systems for Lane Closures will be included in the Contract Lump Sum paid for “Temporary Traffic Control” and no additional compensation will be allowed therefore.

10. STORM WATER POLLUTION PREVENTION MEASURES

Contractor shall comply with all Storm Water Pollution Prevention requirements as required by the Regional Water Quality Control Board and Napa County. The Contractor shall implement water quality control measures to effectively handle storm water run-off both during and after construction. The contractor shall utilize best management practices as directed by the Engineer and as specified in these Special Provisions.

Full compensation for complying with the above provisions shall be considered as included in the contract price for the various bid items, and no separate payment will be made.

11. PRESERVATION OF PROPERTY

Preservation of property shall conform to the provisions of Section 5-1.36, “Property and Facility Preservation,” of the Standard Specifications and of these Special Provisions. Attention is directed to Section 4, “Mobilization” of these Special Provisions.

The Contractor shall examine the site and have full knowledge of the conditions and difficulties to be met. No variations or allowance from the contract sum will be made because of lack of knowledge.

The Contractor shall provide the necessary safeguards, shall exercise caution against injury or defacement of existing improvements and plantings and shall be responsible for the damage resulting from operations. Repair or replacement of such damage shall be at no cost to the County.

Existing trees, shrubs, and other plants, that are injured or damaged by reason of the Contractor’s operations, shall be replaced by the Contractor.

Existing survey monuments, and shall be protected, treated, and recorded by a licensed surveyor, per plan. Existing survey monuments may be under layers of asphalt. Monument preservation is required by law, and their discovery and protection to the roadway surface is within the scope of this work. Existing survey benchmarks are assumed to be set in existing wells, or outside the limits of paving and grinding, therefore shall be undisturbed during construction, and no pre or post corner record required. Verification of benchmark location shall be by a licensed surveyor. Attachment “B” is provided in these Special Provisions for existing information related to monuments and benchmarks.
Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

12. DUST CONTROL

Dust control shall conform to the provisions in Section 14-11.04, "Dust Control," of the Standard Specifications and these Special Provisions.

During the performance of the work called for under these Specifications, or any operations appurtenant thereto, the Contractor shall furnish all labor, equipment and means required, and as often as necessary, to prevent his operations from producing dust in amounts damaging to property or causing a nuisance to persons living nearby or occupying buildings in the vicinity.

Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no separate payment will be made for work performed or material used to control dust resulting from the Contractor’s performance of the work, either inside or outside the right of way.

13. DISPOSAL OF SURPLUS MATERIAL

Disposal of materials shall conform to “Disposition of Surplus Materials” of these Special Provisions.

Attention is directed to Section 17-2, “Clearing and Grubbing” and Section 19, “Earthwork,” of the Standard Specifications and the various sections of these Special Provisions. The Contractor shall load, haul from the site of work and properly dispose of all surplus excavated material including, but not limited to, rock, concrete and soil prior to the beginning of any earthwork, the Contractor shall make all arrangements for disposal of the surplus material at offsite locations and shall file with the owner the written consent of the owner of the property upon which disposal of surplus material is intended.

Full compensation for conforming to the requirements of this section shall include the removal and disposal of all material required to accomplish the work and shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

14. MOBILIZATION (10)

Disposal of materials shall conform to “Disposition of Surplus Materials” of these Special Provisions.

PART I - GENERAL

1.01 DESCRIPTION

A. Mobilization shall conform to Section 10 “Mobilization” of the Standard Specifications and these Special Provisions.

B. Paving work is expected to occur during favorable weather conditions.
C. Mobilization shall consist of the following work:
   1. Bonds and Insurance.
   2. Mobilization of materials and equipment to the site.
   3. Provide all temporary facilities and construction utilities.
   4. Obtaining any necessary permits
   5. Coordination and any other items required to complete the construction not otherwise measured and paid for.
   6. Demobilization of all of materials and equipment from the site.
   7. On-going and final site clean-up.

PART 2 – PRODUCTS - not used

PART 3 – EXECUTION

3.01 MOBILIZATION AND DEMOBILIZATION
   A. The Contractor shall inspect the site to observe actual field conditions prior to bidding the project.
   B. Mobilization shall also include finish work and operations, (demobilization) including, but not limited to, removal of personnel, equipment, supplies and incidentals from the project site and clean-up of the project site. The Contractor shall not demobilize equipment from the site until the project is accepted as complete, unless directed otherwise in writing by the Engineer.
   C. Mobilization shall also include preparation of all necessary permits, submittals, notifications and other documentation necessary for the performance of the work.

3.02 PERMITS AND REGULATIONS
   A. The Contractor shall obtain all other permits required for the performance of the work.
   B. The Contractor shall comply with all dust control requirements in Section 14-9.03, "Dust Control," of the Standard Specifications and comply with Bay Area Air Quality Management District (BAAQMD) guidelines.
   C. The contractor shall comply with County’s and Regional Water Quality Control Boards Erosion and Sediment Control Best Management Practices (BMP)
   D. Cultural and Prehistoric Resources - The Contractor shall (1) suspend work in the area and (2) notify the Engineer immediately, if evidence of any of the following are items encountered during performance of the Work:
      1. Archaeological artifacts
      2. Fossils
      3. Human remains
3.03 PROTECTION OF EXISTING PROPERTY AND CONDITIONS

A. Protection of Work and Property:
   1. Confine the storage of materials and workmen's operations to the limits established on the Contract Documents and by law, permits, and/or directions of the Engineer. Do not unreasonably encumber the premises with materials.
   2. Contractor is responsible for the protection and preservation of all materials and equipment located on the construction site.
   3. Provide watchman services as may be deemed necessary to safeguard properly all materials, tools, appliances, and work. The County will not assume any responsibility for the loss of or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief, or other causes which may occur during or after working hours.
   4. Contractor shall promptly comply with all reasonable requests of the Engineer to protect the site.
   5. Repair or replace all work performed or materials, supplies, or equipment furnished which may be damaged or lost by any cause, to the satisfaction of the Engineer.

B. Contractor shall be responsible for all damage to all roads, existing vegetation, existing buildings, utilities and other property and improvements resulting from the contractor’s use and shall repair all damage resulting from such use to the satisfaction of the Engineer and at no cost to County.

C. Contractor's Staging Area: Store construction materials and equipment within boundaries of designated staging and storage areas approved by the Engineer.

D. Tree and Plant Protection:
   1. Do not store materials or equipment, or operate or park equipment under the branches of any existing plant to remain except as actually required for construction in those areas.
   2. Provide barricades, fences, or other barriers as necessary at the drip line to protect existing plants and trees from damage during construction.
   3. Notify Engineer where Contractor feels grading or other construction called for by Contract Documents may damage existing plants/trees to remain.
   4. If existing plants to remain are damaged during construction, Contractor shall replace such plants with others of the same species and size as those damaged or as directed by Engineer, at no cost to the County.

3.04 EXISTING UTILITIES

A. The Contractor shall identify, locate, and protect all existing utilities within the limits of work, including onsite and offsite access routes.

B. The location of existing utilities and underground facilities known to the County are shown in their approximate location based on information available at the time of preparing the Contract Documents. The actual location, size, type and number
of utilities and underground facilities may differ from that shown, and utilities or underground facilities present may be present that are not shown.

C. Obtain from the respective agencies the best available current information on location, identification and marking of existing utilities, piping and conduits and other underground facilities before beginning any excavation. Call Underground Service Alert at 800-642-2444 for information at least 48 hours in advance of beginning work.

D. The Contractor will have to coordinate location, connection points for construction power, water, communication etc., with respective utility.

3.05 WORK HOURS
A. Construction activities shall be limited to the hours specified in these Special Provisions unless otherwise authorized. Work shall not occur on weekends or holidays, except during emergency conditions, and at the Engineer’s approval. Work shall not occur between 3:00 p.m. and 7:00 p.m., with no exceptions.

3.06 ACCESS TO THE PROJECT SITE
A. Access to the site is over public roads. Exercise care in the use of such roads and repair any damage to the satisfaction of the County or agency having jurisdiction over the road.

B. Under no circumstances shall the Contractor use any other private roads that are not designated for access.

C. Do not track mud onto private or public roads. The Contractor shall employ a street sweeper as needed to keep all paved surfaces free of tracked mud or dirt.

PART 4 – MEASUREMENT AND PAYMENT
The contract lump sum price paid under “Mobilization” shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in mobilization/demobilization as specified herein and conforming to the provisions of this section and no additional compensation will be allowed therefore.

15. TEMPORARY TRAFFIC CONTROL (12)
PART 1 - GENERAL
1.01 SUMMARY OF WORK
A. This section includes specifications for all Temporary Traffic Control required for the project and shall include and not be limited to: temporary traffic signal and lighting system, construction area signs, flagging, placing and installing temporary traffic-handling equipment and devices, maintaining traffic, placing and installing temporary traffic control systems, and placing temporary pavement delineation, etc..

B. Temporary Traffic Control shall conform to Section 12, “Temporary Traffic Control” of the Standard Specifications and Sections 8 & 9 of these Special
Provisions. Temporary Traffic Control must also comply with Part 6, "Temporary Traffic Control," of the *California MUTCD*.

C. The Contractor shall inspect the site to observe actual field conditions prior to bidding the project.

D. The Contractor shall furnish all labor, materials and equipment necessary to complete the work as shown on the Plans and to maintain the temporary traffic control and signal system in full time operation for the duration of the construction work requiring single lane traffic control, as specified in these Special Provisions of the Specifications, and in strict accordance with the conditions of the Contract. All incidental work not shown on the Plans or specified herein which is necessary to complete the work necessary to provide and maintain the system described, or shown, shall be furnished and installed as part of this contract at no additional cost.

E. The Temporary Traffic Control System for lane closures is for closing traffic lanes with stationary lane closures on 2-lane, 2-way highways. The traffic control system for a lane closure must comply with, Section 12, "Temporary Traffic Control" of the Standard Specifications and these Special Provisions.

F. Type III Barricade shall conform to Section 12-3.02, “Barricades” of the Standard Specifications and these Special Provisions.

G. Construction Area Signs shall conform to Section 12-3.06, “Construction Area Signs” of the Standard Specifications and these Special Provisions.

H. Temporary Pavement Delineations shall conform Section 84-3, "Painted Traffic Stripes and Pavement Markings" of the Standard Specifications and these Special Provisions and shall include but not be limited to: Traffic Stripe (Tape), Temporary Pavement Marker (Tape), Channelizer (Surface Mounted), etc.

I. Temporary Railing (Type K) shall conform to Section 12-3.08, "Type K Temporary Railing" of the Standard Specifications.

J. Temporary Crash Cushion Module shall conform shall conform to Section 12-3.15, "Temporary Crash Cushion Module" of the Standard Specifications and these Special Provisions.

1.02 SUBMITTALS

A. The traffic control plan shall be submitted for approval at the preconstruction meeting.

1.03 WARRANTIES, GUARANTEES, AND INSTRUCTION SHEETS

A. The Contractor shall be responsible for all work and materials and/or equipment installed under these Plans and Specifications.
PART 2 – PRODUCTS

2.01 MATERIALS
A. Type III Barricade shall conform to Section 12-3.02B, “Materials” of the Standard Specifications.

B. Construction Area Signs shall conform to Section 12-3.06B, “Materials” of the Standard Specifications.

C. Temporary Pavement Delineations shall conform to these Special Provisions. Painted traffic stripes used for temporary delineation must comply with Section 84-3, “Painted Traffic Stripes and Pavement Markings” of the Standard Specifications and these Special Provisions.

1. Temporary Centerline Delineation - Temporary pavement markers must be the same color as the centerline markers being replaced. Temporary pavement markers must be one of the temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less.

2. Temporary Edge Line Delineation - Temporary, removable, construction-grade striping and pavement marking tape must be one of the types on the Authorized Material List. Apply temporary, removable, construction-grade striping and pavement marking tape under the manufacturer's instructions.

D. Temporary Railing (Type K) shall conform to Section 12-3.08B, "Materials" of the Standard Specifications.

E. Temporary Crash Cushion Module shall conform to Section 12-3.15B “Materials” of the Standard Specifications.

PART 3 – EXECUTION

3.01 INTERRUPTION OF EXISTING UTILITIES
A. The Contractor shall not cause any utility interruption. Plan and coordinate any utility interruption with the utility provider and the Engineer.

3.02 REGULATIONS AND CODE
A. All work and materials shall conform to the latest codes, rules and regulations of the following:
   (a) State codes and ordinances
   (b) Local City and/or County ordinances
   (c) National Electrical Code
   (d) Uniform Building Code

B. Nothing in these Specifications is to be construed to permit work not conforming to the above; expense for compliance with the above shall be paid for by the Contractor. Whenever the Plans and Specifications require higher standards or
larger sizes than those required by the Ordinances and Statutes, the Plans and Specifications shall take priority.

C. The Contractor shall have Special Dispensation from the California Occupational Safety and Health Administration to conduct operations no closer than 6 feet, but within 10 feet, of a high voltage line prior to any work in these areas.

3.03 TEMPORARY PAVEMENT DELINEATIONS
A. Painted traffic stripes used for temporary delineation must comply with Section 84-3, "Painted Traffic Stripes and Pavement Markings" of the Standard Specifications and these Special Provisions. The scope of work shall include: placing, applying, maintaining, and removing temporary pavement delineation.

B. Whenever work activities obliterate pavement delineation, place temporary or permanent pavement delineation before opening the traveled way to traffic. Place centerline pavement delineation for traveled ways open to traffic.

C. Establish the alignment for temporary pavement delineation, including required lines or markers. Surfaces to receive an application of paint or removable traffic tape must be dry and free of dirt and loose material. Do not apply temporary pavement delineation over existing pavement delineation or other temporary pavement delineation. Maintain temporary pavement delineation until it is superseded or you replace it with a new striping detail of temporary pavement delineation or permanent pavement delineation.

D. Place temporary pavement delineation on or adjacent to lanes open to traffic for a maximum of 14 days. Before the end of the 14 days, place the permanent pavement delineation. If the permanent pavement delineation is not placed within the 14 days, replace the temporary pavement markers with additional temporary pavement delineation equivalent to the striping detail specified for the permanent pavement delineation for the area. The Department does not pay for the additional temporary pavement delineation.

E. When the Engineer determines the temporary pavement delineation is no longer required for the direction of traffic, remove the markers, underlying adhesive and removable traffic tape from the final layer of surfacing and from the existing pavement to remain in place. Remove temporary pavement delineation that conflicts with any subsequent or new traffic pattern for the area.

F. Temporary Lane Line and Centerline Delineation
   1. Whenever lane lines or centerlines are obliterated, the minimum lane line and centerline delineation must consist of temporary pavement markers placed longitudinally at intervals not exceeding 24 feet. The temporary pavement markers must be temporary pavement markers on the Authorized Material List for short-term day or night use, 14 days or less, or long-term day or night use, 180 days or less. Place temporary pavement markers under the manufacturer's
instructions. Cement the markers to the surfacing with the adhesive recommended by the manufacturer, except do not use epoxy adhesive to place pavement markers in areas where removal of the markers will be required.

2. For temporary lane line or centerline delineation consisting entirely of temporary pavement markers, place the markers longitudinally at intervals not exceeding 24 feet.

G. Temporary Edge Line Delineation

1. Whenever edge lines are obliterated on multilane roadways, freeways, and expressways, place edge line delineation for that area adjacent to lanes open to traffic consisting of (1) solid, 4-inch wide traffic stripe tape of the same color as the stripe being replaced, (2) traffic cones, (3) portable delineators or channelizers placed longitudinally at intervals not exceeding 100 feet. You may apply temporary painted traffic stripe where removal of the 4-inch wide traffic stripe will not be required.

2. The Engineer determines the lateral offset for traffic cones, portable delineators, and channelizers used for temporary edge line delineation. If traffic cones or portable delineators are used for temporary pavement delineation for edge lines, maintain the cones or delineators during hours of the day when the cones or delineators are being used for temporary edge line delineation.

3. Channelizers used for temporary edge line delineation must be an orange surface-mounted type. Cement channelizer bases to the pavement as specified in section 85 for cementing pavement markers to pavement except do not use epoxy adhesive to place channelizers on the top layer of the pavement. Channelizers must be one of the 36-inch, surface-mounted types on the Authorized Material List.

4. Remove the temporary edge line delineation when the Engineer determines it is no longer required for the direction of traffic.

3.04 TEMPORARY RAILING (TYPE K)
A. Temporary Railing (Type K) shall conform to Section 12-3.08C, “Construction” of the Standard Specifications

3.05 TEMPORARY CRASH CUSHION MODULE
A. Temporary Crash Cushion Module shall conform to Section 12-3.15C “Construction” of the Standard Specifications.

3.06 CONSTRUCTION AREA SIGNS
A. Construction Area Signs shall conform to Section 12-3.06C, “Construction” of the Standard Specifications.
The contract lump sum price for “Temporary Traffic Control” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for performing all the work involved as shown on the plans and as specified in these Special Provisions, the Standard Specifications, and as directed by the Engineer and no additional compensation will be allowed.

16. EXISTING FACILITIES (15)

PART 1 - GENERAL
1.01 SUMMARY OF WORK
   A. Cold Planing shall conform to Section 15-2.02B “Remove Pavement” of the Standard Specifications and these Special Provisions.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION
3.01 SUMMARY
   A. Cold Planing Asphalt Concrete Pavement shall comply with the requirements of Section 15-2.02B “Remove Pavement” of the Standard Specifications and these Plans and Special Provisions.

1. Schedule cold planing activities so that not more than one day elapses between the times the pavement is cold planed and the HMA is placed.
2. If you do not complete HMA placement before opening the area to traffic, you must:
   a. Construct a temporary HMA taper to the level of the existing pavement. Use the same quality of HMA for temporary tapers that is used for the HMA overlay or comply with the specifications for minor HMA in Section 39 of the Standard Specifications
   b. Place HMA during the next work shift
   c. Signage provided per plan.
3. Do not use a heating device to soften the pavement.
4. The cold planing machine must be:
   a. Equipped with a cutter head width that matches the planing width. If the cutter head width is wider than the cold plane area shown, submit to the Engineer a request for using a wider cutter head. Do not cold plane unless the Engineer approves your request.
   b. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
   c. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
   d. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
e. Equipped to effectively control dust generated by the planing operation
f. Operated so that no fumes or smoke is produced.
g. Replace broken, missing, or worn machine teeth.

5. Grade Control and Surface Smoothness
   a. Furnish, install, and maintain grade and transverse slope references.
   b. The depth, length, width, and shape of the cut must be as shown or as ordered. The final cut must result in a neat and uniform surface. Do not damage the remaining surface.
   c. The depth of Cold Planing shall be 2” minimum.
   d. The completed surface of the planed asphalt concrete pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.
   e. Where lanes are open to traffic, the drop-off of between adjacent lanes must not be more than 0.15 foot.

6. Temporary HMA Tapers
   If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:
   a. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal: vertical) or flatter to the level of the planed area. Compacted by any method that will produce a smooth riding surface. Completely remove temporary tapers before placing permanent surfacing.

7. Remove Planed Material
   a. Remove cold planed material concurrent with planing activities so that removal does not lag more than 50 feet behind the planer.
   b. Contractor is responsible for the disposal of planed material per these specifications.

PART 4 – MEASUREMENT AND PAYMENT
A. The contract unit price paid for grinding shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved as shown on the plans and as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional compensation will be allowed therefore.

Payments for off-haul, disposal, etc., shall be included in the various bid items and no additional compensation will be allowed therefore.
17. EARTHWORK (19)

PART 1 - GENERAL

1.01 SUMMARY OF WORK
A. Earthwork shall conform to Section 19 “Earthwork” of the Standard Specifications and these Special Provisions.

B. The scope of work shall include and not be limited to:
   1. Removal - Refer to Section 15 “Existing Facilities” of these Specifications.
   3. Surplus Material shall conform to Section 19-2.03B, “Surplus Material” of the Standard Specifications unless otherwise specified in these Special Provisions. Also refer to Section 15 “Existing Facilities” of these Specifications

1.02 SUBMITTALS
A. Submit shoulder backing material for the approval of the Engineer.

B. Prior to disposal of excess material submit request in writing for approval of the Engineer. Refer to Section 15 “Existing Facilities” of these Specifications.

PART 2 – PRODUCTS

2.01 MATERIALS
A. Materials for Shoulder Backing shall conform to Section 19-9, “Shoulder Backing” of the Standard Specifications unless otherwise specified in these Special Provisions.

PART 3 – EXECUTION

3.01 SEQUENCE OF WORK
A. Prior to commencing of work, the Contractor shall stake the limits of work for the review and approval of the Engineer. Adjust limits of work as instructed by the Engineer to meet the design intent.

3.02 EXCAVATION
A. Excavate all materials to lines, grades, and slopes as shown on the plans to accommodate the finished grades.

B. The County has no knowledge of the existence of artificial obstructions of a size or character that would necessitate the use of special equipment for their removal.

PART 4 – MEASUREMENT AND PAYMENT
A. The contract unit for “Shoulder Backing” shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer and no additional
compensation will be allowed therefore.

18. HOT MIX ASPHALT CONCRETE (39)
   NOT USED

19. RUBBERIZED HOT MIX ASPHALT CONCRETE (39)
   NOT USED

20. REINFORCING FIBERS FOR ASPHALT (44)
   NOT USED

21. RAILINGS AND BARRIERS (83)

PART I - GENERAL

1.01 SUMMARY OF WORK

A. This work shall consist of installing Midwest Guardrail System guard railing at the location directed by the Engineer in conformance with Section 83 “Railings and Barriers” and Divisions II and greater of the Standard Specifications latest edition. Guardrail with metal posts, bridge transitions, and end treatment assemblies per plan shall be installed with object markers as shown in the Standard Plans.

B. The proposed project will improve guardrails to satisfy Caltrans standards. The proposed repair will replace the wood posts with metal posts to the current Caltrans Standards. If the existing end treatment is not consistent with the Manual for Assessing Safety Hardware (MASH), then the County will replace it with an end treatment on Caltrans list of approved roadside safety devices at the following web page: https://dot.ca.gov/programs/safety-programs/mash. No utility relocation will be required. All construction activities, including staging, shall occur within County right of way. Traffic control will be conducted per CAMUTCD standards. Vegetation removal is not required for this project.

Work will include:
- Mobilization
- Staging Area Setup
- Implementation of Erosion and Sediment Control Best Management Practices (BMP)
- Construction Area Signs and Temporary Traffic Control per CAMUTCD standards and Special Provisions
- Auxiliary work shown on the plans and specification, and as directed by engineer.
- All construction activities including any temporary staging shall occur within County right of way unless directed otherwise by the engineer.
- Final cleanup
- Project Closeout
1.02  SUBMITTALS
   A. Submittals Midwest Guard Rail System shall be per Section 83-2.02A(3) “Submittals” of the Standard Specifications.
   B. Submittals for Delineators shall be per Section 81-2.01C “Submittals” of the Caltrans Standard Specifications.
   C. Submittals for Reflectors shall conform to Section 83-2.02, “Midwest Guardrail System” of the Caltrans Standard Specifications.

PART 2 – MATERIALS
2.01  DESCRIPTION
   A. Midwest Guard Rail System shall be with steel line post with plastic blocks in accordance with Section 83-2.02B, “Materials” of the Standard Specifications and Caltrans Standard Plans.
   B. MGS Terminal System shall be in accordance with Section 83-2.02B “Materials” of the Standard Specifications and Caltrans Standard Plans.
   C. Traffic delineators shall be in accordance with Section 81-2.02 of the Standard Specifications and Caltrans Standard Plans A77N4.
   D. Markers shall be in accordance with Section 83-1.02 of the Standard Specifications.

PART 3 – EXECUTION
3.02  CONSTRUCTION
   A. Midwest Guard Rail System shall be in accordance with Section 83-2.02(C), “Construction” of the Standard Specification.
   B. Delineators shall be in accordance with Section 81-2.03 of the Standard Specification.
   C. Guardrail Terminal Sections
      1. Construct terminal section at locations shown in accordance with Section 83-2.02C, “Construction” of the Standard Specifications. Terminal sections consists of posts, railing, hardware, anchorage assembly, etc. necessary to construct the type of terminal section specified.
      2. Where concrete anchors are installed, construct either cast-in-place or precast units. Do not connect the guardrail to cast-in-place anchors until the concrete has cured 7 days.
   D. Guardrail Post
      1. When pavement is within three (3) feet of the guardrail, set posts before placing the pavement.
      2. Do not shorten guardrail posts unless the cut end is set in concrete per Caltrans

3. Drive posts into pilot holes that are punched or drilled. The dimensions of the pilot hole shall not exceed the dimensions of the posts by more than 3 \%". Set posts plumb, backfill and compact.

4. When longer posts are specified, do not use them in the terminal sections. Stamp the post length on the top of all wood posts. Re-stamp numbers disturbed during installation.

5. Alternate hole arrangements do not apply to posts in the anchorage assembly.

PART 4 – MEASUREMENT AND PAYMENT

A. The contract prices paid per lump sum of guardrail removal and per linear foot along the face of the Midwest Guardrail System with all accessories, transitions, and end assemblies shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the railings and end anchor assemblies, complete in place, including, but not limited to, excavation, backfill, disposal of surplus material, concrete and reinforcing steel, and object markers as specified in these Specifications and Special Provisions, and as directed by the Engineer.
Attachment “A” – SUBMITTAL LIST

THE REQUIRED SUBMITTALS FOR THE PROJECT SHALL INCLUDE, BUT MAY NOT BE LIMITED TO, THE FOLLOWING:

1. PROJECT SCHEDULE AND PROGRESS SCHEDULE
2. EMERGENCY CONTACT LIST
3. SCHEDULE OF VALUE FOR LUMP SUM ITEMS
4. TRAFFIC CONTROL PLAN
5. UPDATED SUBMITTAL LIST AND SCHEDULE
6. BEST MANAGEMENT PRACTICE PLAN
7. MIDWEST GUARDRAIL SYSTEM WITH TERMINAL LAYOUT AND MARKERS
8. WARRANTIES
9. RECORD DRAWINGS
The standard and revised plan sheets are applicable to this project include but are not limited to those listed below.

**ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND**

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

**MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS**

- A77L1 Midwest Guardrail System - Standard Railing Section (Wood Post with Wood Block)
- A77L2 Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
- A77L3 Metal Beam Guard Railing - Reconstruct Installation
- A77M1 Midwest Guardrail System - Standard Hardware
- A77N1 Midwest Guardrail System - Wood Post and Wood Block Details
- A77N2 Midwest Guardrail System - Steel Post and Notched Wood Block Details
- A77N3 Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
- A77N4 Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details

**MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR EMBANKMENTS**

- A77P1 Midwest Guardrail System - Typical Layouts for Embankments
- A77P2 Midwest Guardrail System - Typical Layouts for Embankments
- A77P3 Midwest Guardrail System - Typical Layouts for Embankments
- A77P4 Midwest Guardrail System - Typical Layouts for Embankments
- A77P5 Midwest Guardrail System - Typical Layouts for Embankments
- A77P6 Midwest Guardrail System - Typical Layouts for Embankments
MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR STRUCTURES

A77Q1 Midwest Guardrail System - Typical Layouts for Structure Approach
A77Q2 Midwest Guardrail System - Typical Layouts for Structure Approach and Between Structures
A77Q3 Midwest Guardrail System - Typical Layouts for Structure Approach
A77Q4 Midwest Guardrail System - Typical Layouts for Structure Departure
A77Q5 Midwest Guardrail System - Typical Layouts for Structure Departure

MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR FIXED OBJECTS

A77R3 Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects
A77R4 Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects
A77R5 Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects
A77R6 Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects
A77R7 Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects
A77R8 Midwest Guardrail System - Typical Layouts for Roadside Fixed Objects

MIDWEST GUARDRAIL SYSTEM - END ANCHORAGE AND RAIL TENSIONING ASSEMBLY

A77S1 Midwest Guardrail System - End Anchor Assembly (Type SFT)
A77S2 Midwest Guardrail System - Rail Tensioning Assembly
A77S3 Metal Railing Anchor Cable and Anchor Plate Details
A77T2 Midwest Guardrail System – Buried Post End Anchor

TEMPORARY TRAFFIC CONTROL SYSTEMS

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