

COUNTY OF LASSEN

STATE OF CALIFORNIA

**NOTICE TO BIDDERS  
PROPOSAL  
CONTRACT  
and  
SPECIAL PROVISIONS**

FOR

**LASSEN COUNTY  
SUSANVILLE VETERAN'S MEMORIAL BUILDING  
ROOF REPLACEMENT PROJECT**

IN

**LASSEN COUNTY**

FOR USE IN CONNECTION WITH

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION  
STANDARD SPECIFICATIONS, DATED 2010, GENERAL PROVISIONS 1-9  
REVISED STANDARD SPECIFICATIONS DATED 3-3-17

CALIFORNIA BUILDING CODE 2019

BIDS OPEN: 4:00 pm November 17, 2022

BID SERIAL NO. \_\_\_\_\_

October 2022

NOT FOR BIDDING

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BID BOOK  
FOR

SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT

Information Only Not a Part of this Contract

The Bidding Contractor's attention is directed to the Proposal regarding submittal of the Certificates of Insurance within ten (10) days after award.

**SPECIAL NOTICE**

This project includes, but is not limited to, the following special requirements:

The work embraced herein shall conform to the provisions in the Standard Specifications and Standard Plans dated 2010. In case of conflict between the Standard Specifications and these Special Provision, the Special Provision shall take precedence over and shall be used in lieu of the conflicting portions.

In the case where a bidder claims an inadvertent clerical error in listing subcontractors, a notice of the claim must be submitted to the Lassen County Public Works in writing within two (2) working days after the time of bid opening and send copies of the notice to the subcontractors involved.

The State of California Franchise Tax Board requires that whenever payments are made to a non-resident independent Contractor in excess of \$1,500 for services rendered, 7% of the gross amount must be withheld. A non-resident is anyone who is not a resident of California. An individual who comes into the state to perform a contract of short duration is considered to be a non-resident. A Corporation is also subject to the withholding requirements if it is neither incorporated nor qualified to do business in California.

NOT FOR BIDDING

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## DEFINITIONS AND TERMS

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

- Bid Book – this document containing Notice to Contractors, Proposal, Contract, and Special Provisions.
- County, Lassen County Department of Public Works for the State of California.
- The Board of Supervisors for the Director of Public Works.
- The Lassen County Director of Public Works acting either directly or through duly authorized agents for the Lassen County Board of Supervisors.
- The established laboratory of the Department of Public Works of Lassen County or laboratories authorized by the County to test materials and work involved in the contract for laboratory.
- The County of Lassen for the State where reference is made to the agency administering the Contract.
- Lassen County Auditor for the State Treasurer where reference is made to Contract payments.
- County – County of Lassen, State of California.
- Architect and Engineer are interchangeable.
- County, County of Lassen, Lassen County, are interchangeable.

DEPARTMENT OF PUBLIC WORKS

**NOTICE TO BIDDERS**

**SEALED PROPOSALS**

FOR

**SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT**

Will be received at the Office of the Director of Administrative Services, Lassen County, 221 South Roop Street, Susanville, CA 96130, until **4:00 pm on November 17, 2022**, at which time they will be publicly opened and read in the Office of the Director of Administrative Services at the above address.

**General Work Description:**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials necessary to remove existing roof system and replace with a new single ply roof membrane system in accordance with these instructions and specifications for the project.

At the time this contract is awarded, the Contractor shall possess a California C-39 roofing contractor license.

This contract is subject to the provisions of Section 22300 of the California Public Contract Code, which provides for the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. The bidder's attention is directed to said Section 22300 of the Public Contract Code for the specific requirements and provisions for such substitutions of securities if requested by the Contractor.

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

Bid Book with special provisions, and proposal forms for bidding this project can only be obtained at the Lassen County Department of Public Works, Room 200, 707 Nevada Street Suite 4, Susanville, California 96130, FAX No. (530) 251-2675, Telephone No. (530) 251-8288, and it may be purchased at the following non-refundable prices:

**Plans: \$ 10.00      Specifications: \$10.00      Mailing Fee: \$10.00**

The successful bidder shall furnish a payment bond equal to one hundred percent (100%) of the contract price and a performance bond equal to one-hundred percent (100%) of the contract price.

The Contractor shall also furnish Certificates of Insurance, with the County of Lassen named as additional insured, in amounts and coverage as specified in the Specifications.

A pre-bid meeting (non-mandatory) will be held at the project site, 1205 Main Street, Susanville, CA on **November 08, 2022 at 9:00 AM.**

The Department will consider bidder inquiries only when made in writing and shall be submitted to Lassen County Public Works by facsimile or email:

Lassen County Public Works  
707 Nevada Street, Suite 4  
Susanville, California 96130  
Fax Number: (530) 251-2674  
Email: sstehrenberger@co.lassen.ca.us

Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

The County of Lassen hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

Pursuant to Section 1773 of the Labor Code the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates are predetermined and set forth in the serially numbered Bid Book issued for bidding purposes entitled, "County of Lassen, State of California, Notice to Bidders Proposal Contract and Special Provisions, for "LASSEN COUNTY SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF RELACEMENT PROJECT" and in copies of said book that may be examined at the offices described above where project, special provisions and proposal forms may be seen or are available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced books. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates.

**Contractor Registration with California Department of Industrial Relations (DIR):**

**Labor Code Section 1771.1(a):**

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 works, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5

The County of Lassen may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the County and the bidder.

Board of Supervisors  
County of Lassen  
State of California

BY: \_\_\_\_\_  
Pete Heimbigner  
Director of Public Works



## INFORMATION FOR BIDDERS

Bids will be received at the Office of Administrative Services, Lassen County, 221 South Street, Susanville, CA 96130, until 4:00 pm on November 17, 2022, at which time they will be publicly opened and read in the conference at the above address.

Each Bid must be submitted to the County in a sealed envelope, addressed to Lassen County at 221 South Roop Street, Susanville, California 96130. Each sealed envelope containing a Bid must be plainly marked on the outside as Bid for LASSEN COUNTY SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT. The envelope should show on the outside the name of the Bidder, the Bidder's address, and the Bidder's license number if applicable. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to Lassen County at 221 South Roop Street, Susanville, CA 96130.

### Bidding Schedule

November 08, 2022	Pre Bid Meeting - 9:00 AM at project site, 1205 Main Street, Susanville, CA
November 10, 2022	Last day to submit Contractor Clarification Requests (5:00 PM close of business)
November 11, 2022	Last day that Addendum will be issued
November 17, 2022	Bid Opening – 4:00 PM at 221 South Roop Street, Susanville, CA

Bidders must satisfy themselves to the accuracy and completeness of the Bid Schedule by examination of the site and a review of the Drawings and Specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature or scope of the work to be done.

Individual bidders shall sign the Bid with their full name and address. A partner or a partnership submitting a Bid shall sign the Bid with his or her full name and the name and address of every member of the partnership shall be given. A duly authorized officer(s) of a corporation submitting a Bid shall sign the Bid with his/her/their full name(s) attested by the corporate seal, and the names and titles of all officers(s) of the corporation shall be given on the Bid.

The County will not consider for award more than one Bid from an individual, firm, partnership, corporation, or association under the same or different names.

Bids are required for the entire work described herein. A conditional or qualified bid will not be accepted.

The County may waive any informalities or minor defects or reject any and all bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within sixty (60) days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual Agreement between the County and the Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout. Some of the laws regarding wage rates, travel and subsistence payments, payroll records, apprentices, working hours and workers compensation are specified in Appendix A.

The County will provide to bidders upon request prior to bidding, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The Bid Book contains the provisions required for the construction of the project. Information obtained at any time from an officer, agent, or employee of the County or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

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 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 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.

Each bid must be accompanied by a Bid Bond payable to the County for ten percent (10%) of the total amount of the Bid. As soon as the qualifications have been received, and the Bid prices compared, the County will return the bonds of all except the three (3) lowest responsible bidders. Lowest responsible will also include "most qualified." When the Agreement is executed the bonds of the two (2) remaining unsuccessful bidders will be returned. The Bid Bond of the successful bidder will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. The Bid Bond must be executed on the bond form included in the Bid Book. A certified check payable to the County of Lassen may be used in lieu of a Bid Bond.

A Payment Bond in the amount of one hundred percent (100%) of the Contract Price and Performance Bond in the amount of one-hundred percent (100%) of the Contract Price, with a corporate surety approved by the County and authorized to do bonding in California, will be required for faithful performance of the Contract. The Performance Bond and the Payment Bond must be executed on the bond forms included in the Bid Book.

Attorneys-in-fact who sign Bid Bonds, Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond, Payment Bond, and all required insurance within five (5) business days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the bidder to execute the Agreement, the County may at its option consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the County.

The County within ten (10) calendar days of receipt of acceptable insurance, Performance Bond, Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the County not execute the agreement within such period, the bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the County.

The Notice to Proceed shall be issued within ten (10) calendar days of the execution of the Agreement by the County. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the County and Contractor. If the Notice to Proceed has not been issued within the ten (10) calendar day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein. The County reserves the right to reject any or all bids at its sole discretion.

Each bidder and Contractor shall be licensed in accordance with the laws of the State of California including but not limited to Chapter 9, Division III of the Business and Professions Code, Section 7000 et seq. Any bidder or Contractor not so licensed is subject to the penalties imposed by law.

The Contractor shall also furnish Certificates of Insurance in amounts and coverage as specified in this Bid Book, naming the County of Lassen, and their consultants as additional insured.

The County hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in

response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the entire Bid Book.

The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his Bid.

The County requests notification of discrepancies in, or omissions from the Bid Book, if any are found by a bidder.

A pre-bid meeting (non-mandatory) will be held at the project site, 1205 Main Street, Susanville, CA on November 08, 2022 at 9:00 AM. The job site inspection will occur on the day of the pre-bid meeting. Access to the roof can also be arranged before or after the pre-bid meeting by contacting the owner's representative, Steve Stehrenberger, Assistant Public Works Director at 530-251-8288 to coordinate an appropriate time.

Project is to be completed within 30 working days from date specified in Notice to Proceed. Contract shall be awarded, and upon sufficient time for procurement of materials the Notice to Proceed shall be issued. Please be advised that winter weather conditions may prohibit immediate start of work upon procurement of materials, and that the County shall accept no material price increases should the start of work push to Spring 2023.

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

The bidder's bond shall conform to the bond form in the Bid Book for the project and shall be properly filled out and executed. The bidder's bond form included in that book may be used. In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Bid book and must be completed and submitted with bid.

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

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

### **Proposal Forms**

The following forms shall be completed and included with the Contractor's Proposal.

Proposal  
Contractor's Bid Sheet  
Required listing of Subcontractors  
Equal Employment Opportunity Certification  
Public Contract Code Section 10232 Statement  
Public Contract Code Section 10285.1 Statement  
Public Contract Code Section 10162 Statement  
Non-Collusion Affidavit  
Signature Sheet  
Bidder's Bond  
Certificate of Acknowledgement

## PROPOSAL TO THE COUNTY OF LASSEN

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

**Name of Bidder:** \_\_\_\_\_

**Business P.O. Box** \_\_\_\_\_

**Business Address:** \_\_\_\_\_  
(Please include even if P.O. Box used)

**City, State, Zip:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_  
(Include Area Code)

**Fax No:** \_\_\_\_\_  
(Include Area Code)

**Contractor License No.** \_\_\_\_\_

**DIR Registration No.** \_\_\_\_\_

The work for which this proposal is submitted is for construction in accordance 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 Specifications, dated 2010.

The Special Provisions for the work to be done are dated October 2022 and are entitled:

COUNTY OF LASSEN, STATE OF CALIFORNIA, NOTICE TO  
 BIDDERS, PROPOSAL, CONTRACT AND SPECIAL  
 PROVISIONS FOR BID BOOK FOR LASSEN COUNTY  
 SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF  
 REPLACEMENT PROJECT.

Bids are to be submitted for the entire work. In addition to the Base Bid, the Bidder shall complete any and all Additive/Alternative Bid(s)/Item(s) on the Bid Schedule. Failure to complete Additive/Alternative Bid(s)/Item(s) is reason to reject Bid Proposal. The lowest bid will be determined on the basis of the TOTAL BASE BID.

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

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b), as follows:

(a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) Decimal Errors - If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise, if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid provided. Symbols such as commas and dollar signs will be ignored and have no

SCHEDULE 5 -

mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollar and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Lassen, and that discretion will be exercised in the manner deemed by the County to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Lassen respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract, furnish the bond in the sum required by the State Contract Act, with surety satisfactory to the County and certificates of insurance that may be required, within 8 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County that the contract has been awarded, the County of Lassen may, at its option, determine that the bidder has forfeiture of such security accompanying this proposal and the same shall be the property of the County.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the 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 the Engineer as therein set forth, and that he will take in full payment therefore the following item prices, to wit:

**CONTRACTOR'S BID SHEET****Page 1 of 1**

COUNTY OF LASSEN, STATE OF CALIFORNIA, NOTICE TO BIDDERS, PROPOSAL, CONTRACT AND SPECIAL PROVISIONS FOR BID BOOK FOR THE SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT.

**BASE BID**

Item No.	Item Description	Unit of Measure	Estimated Quantity	Total
1	Mobilization & Bonding.	LS	1	
2	Existing Roof Tear Off and Preparation to receive new roof system	LS	1	
3	Installation of new membrane roofing system.	LS	1	
4	Metal edge flashings and coping cap at parapet wall transition from barrel roof to flat roof ( <i>ref. Item 2.06, of Section 10.2 "Construction Specifications", of the Special Provisions</i> )	LS	1	
5	Punchlist Work, Close Out, and Manufacturer's NDL Warranty (minimum of 3% of total base bid)	LS	1	
6	<b>ALLOWANCE No. 1:</b> Sub deck / Sheathing repair / replacement as required ( <i>ref. Item 10-1.04 of the Special Provisions</i> )	LS	1	<b>\$10,000</b>

**Total Base Bid** \_\_\_\_\_

Bids are to be submitted for the entire work. In addition to the Base Bid, the Bidder shall complete any and all Additive/Alternative Bid(s)/Item(s) on the Bid Schedule. Failure to complete Additive/Alternative Bid(s)/Item(s) is reason to reject Bid Proposal. The lowest bid will be determined on the basis of the TOTAL BASE BID.

NAME OF CONTRACTOR \_\_\_\_\_

BIDDER'S SIGNATURE \_\_\_\_\_

**REQUIRED LISTING OF SUBCONTRACTORS**

Pursuant to Section 4100 of the *California Public Contract Code* the bidder shall list the name and address of each subcontractor to whom the bidder proposes to subcontract portions of the work as required by provisions in Section 2-1.33C, "Subcontractors List," of the *Standard Specifications* and Section 2-1.01, "General," of the *Special Provisions*

<b>Subcontractor</b> Name Address Contractor License No. DIR Registration No.	<b>Bid Item</b> <b>Number (s)</b>	<b>% of Bid Item</b> <b>(Describe portion of</b> <b>item subcontracted)</b>	<b>Dollar Value of Work</b>

(The Bidder's execution of the signature portion of this Proposal shall also constitute an endorsement and execution of those certificates which are part of this proposal)



## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

*(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)*

The bidder, \_\_\_\_\_, proposed subcontractor,  
\_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not  
\_\_\_\_\_

participated in a previous contract or subcontract subject to the equal opportunity clause, 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 contractors 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.

## **PUBLIC CONTRACT SECTION 10232 STATEMENT**

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

**NOTE:** The above Statement and Questionnaire are part of the 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.

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## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In conformance with *California Public Contract Code* Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three (3) 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 *California Public Contract Code* Section 1101, with any public entity, as defined in *California 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.

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## **PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In accordance with *California 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.

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## NONCOLLUSION AFFIDAVIT

To the COUNTY OF LASSEN  
DEPARTMENT OF PUBLIC WORKS

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.  
Title Company

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

## SIGNATURE SHEET

Accompanying this Proposal is \_\_\_\_\_ (NOTICE: INSERT THE WORDS "CASH (\$\_\_\_\_\_)." "CASHIER'S CHECK, CERTIFIED CHECK," OR "BIDDER'S BOND," AS THE CASE MAY BE.) in amount equal to at least ten percent of the total of the bid.

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

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

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Licensed in conformance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**ADDENDA** - This Proposal is submitted with respect to the changes to the contract included in addenda number(s). \_\_\_\_\_

(Fill in addendum number(s) if addenda have been received and insert, in this Proposal, any Engineer's Estimate Sheets that were received as part of the addenda)

**WARNING** - If addenda have been issued by the Department and not noted above as being received by the bidder, this Proposal may be rejected.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the forgoing questionnaire and statements of *California Public Contract Code* Sections 10162, 10232 and 10285.1 and non-collusion affidavit 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*).

Date: \_\_\_\_\_

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Signature and Title of Bidder

Business Address \_\_\_\_\_

Place of Business \_\_\_\_\_

Place of Residence \_\_\_\_\_

COUNTY OF LASSEN  
DEPARTMENT OF PUBLIC WORKS

**BIDDER'S BOND**

We, \_\_\_\_\_ as Principal,

And \_\_\_\_\_  
as Surety, are held and firmly bound unto the County of Lassen, hereinafter called the County, in the penal sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to the County of Lassen, State of California, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heir, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITON of this obligation is such that:

WHEREAS, the Principal has submitted to the Obligee, for the Susanville Veteran's Memorial Building Roof Replacement Project, Lassen County, for which bids are to be opened at 221 South Roop Street, Susanville, California on \_\_\_\_\_, 20\_\_.

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

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

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

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

Principal

\_\_\_\_\_(SEAL)

Surety

By \_\_\_\_\_(SEAL)

Attorney-in-fact

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

**CERTIFICATE OF ACKNOWLEDGEMENT**

State of California

County of Lassen

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, a notary public in and for the County and State aforesaid, personally appeared.

Known to me to be the person whose name is subscribed to the within instrument and known to me to be the attorney-in-fact of \_\_\_\_\_(subscribed) and acknowledged to me that he the name of the said company thereto as surety, and his own name as attorney-in-fact.

(SEAL)

\_\_\_\_\_  
Notary Public

**AGREEMENT**  
**BETWEEN**  
**LASSEN COUNTY**  
**AND**  
**??**

**THIS AGREEMENT** is made between the COUNTY OF LASSEN, a political subdivision of the State of California (hereinafter "COUNTY"), and \_\_\_\_\_, a California corporation, with a principal place of business at, \_\_\_\_\_ (hereinafter "CONTRACTOR").

This Agreement is made with reference to the following facts and circumstances:

**WHEREAS** COUNTY has the need for CONTRACTOR to provide services related to the SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT located at 1205 Main Street, Susanville, CA and,

**WHEREAS** COUNTY desires to employ a CONTRACTOR to provide the services related to this project and,

**WHEREAS** CONTRACTOR is a qualified licensed Contractor in the State of California and desires to provide said services in conjunction with the project.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**1. SERVICES**

The CONTRACTOR shall provide those services described in Attachment "A". CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A".

**2. TERM**

The term of the agreement shall be per the provisions in Section 8-1.04, "Start of Job Activities," in Section 8-1.05, "Time" and Section 8-1.10, "Liquidated Damages," of the State of California, Department of Transportation, *Standard Specifications*, 2010 and Bid Book for the SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT.

**30 WORKING DAYS**

beginning on the date that work begins or beginning on the seventh calendar day after the date specified in the "Notice to Proceed," whichever occurs first. Contract shall be awarded, and upon sufficient time for procurement of materials, the Notice to Proceed shall be issued.

The Contractor shall pay to the County of Lassen the sum of \$1,900.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

In the event the Contractor does not complete the work within the 30 working days as herein provided, for reasons or causes other than those provided for the Contract Documents hereof, County will be damaged. After considering such a breach and all aspects of the work, including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be One Thousand, Nine Hundred Dollars and 00/100 (\$1,900.00) per day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

### **3. PAYMENT**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment "B".

### **4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

4.1 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.

4.2 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.

4.3 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

4.4 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

### **5. ADDITIONAL PROVISIONS**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

### **6. GENERAL PROVISIONS**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

### **7. DESIGNATED REPRESENTATIVES**

Pete Heimbigner, Director of Public Works, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. \_\_\_\_\_ is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

### **8. ATTACHMENTS**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A - Services  
Attachment B - Payment  
Attachment C - Additional Provisions  
Attachment D - General Provisions  
Attachment E - Contractor's Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

CONTRACTOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

COUNTY  
County of Lassen

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Pete Heimbigner  
Director of Public Works

Approved as to form:

\_\_\_\_\_

County Counsel



**ATTACHEMENT A: SCOPE OF SERVICES**  
**AGREEMENT BETWEEN LASSEN COUNTY**  
**AND**  
**??**

**SCOPE OF SERVICES**

**A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

A.1.1 Contractor shall furnish all materials, supplies, tools, equipment, labor and other services and expenses necessary to complete the project described herein, known as "SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT" provided by this Agreement as scheduled and, in addition, shall perform the following as scheduled.

A.1.1.1 The services in general, consist of tear off and complete removal of the existing roof system, and replacement with a new membrane roof system over new cover board, for a complete watertight and warrantable installation at the Susanville Veteran's Memorial Building in Susanville California per the Special Provisions entitled "County of Lassen, State of California, Notice to Bidders, Proposal, Contract and Special Provisions for LASSEN COUNTY, SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT, bid opening date of November 17, 2022.

**END OF ATTACHMENT "A"**

## **ATTACHEMENT B: PAYMENT**

### **AGREEMENT BETWEEN LASSEN COUNTY AND**

#### **PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

Compensation shall consist of the total bid price of \$ \_\_\_\_\_ per the Contractor's proposal (Bid Schedule), attached hereto.

The Contractor shall accept the compensation provided in the contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the contract per the conditions in Section 9-1.03 "Payment Scope," State of California, Department of Transportation, Standard Specifications, 2010.

Monthly payments (partial payments) may be made based upon approved estimates submitted by the Contractor detailing the total amount of work done and acceptable materials furnished during the billing period per the requirements in Section 9-1.16 "Progress Payments," of the Standard Specifications. The estimates shall detail which bid items work was completed on as well as the quantity or percentage, depending on the unit of measurement of the bid item, of work completed per the Contractor Proposal and Engineer's Estimate.

Monthly payments will be made within 30 days of an approved estimate.

The total contract cost shall not exceed the total bid price of \$ \_\_\_\_\_ unless written authorization is issued by the COUNTY through approved Contract Change Orders per the requirements in Section 4, of the Standard Specifications.

**END OF ATTACHMENT "B"**

## **ATTACHEMENT C: ADDITIONAL PROVISIONS**

### **AGREEMENT BETWEEN LASSEN COUNTY AND**

#### **ADDITIONAL PROVISIONS**

##### **CONTRACT BONDS**

The successful bidder (Contractor) shall procure and maintain at Contractor's expense the following bonds, in the amounts indicated per the provisions in Section 3-1.05 "Contract Bonds" of the Standard Specifications and Bid Book for the SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT.

Payment Bond - 100 percent of the contract price

Performance Bond - 100 percent of the contract price

The bonds will not be accepted unless each conforms to its respective bond form included within the above mentioned Bid Book, and is properly filled out and executed. Additional bond forms may be obtained at the Office of the Department of Public Works of Lassen County, 707 Nevada Street, Suite 4, Susanville, California 96130.

The provider of the bonds will be required to submit to the COUNTY the following:

- 1) A certificate from the clerk of the County in which the court or officer is located that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended or, in the event that it has, that renewed authority has been granted.
- 2) The Contractor shall supply or cause to be supplied to the County of Lassen those documents required by California Civil Procedures Section 995.660. Any bond submitted must be issued by an admitted surety insurer to which the Insurance Commissioner of California has issued a certificate of authority to transact surety insurance in this state, as defined in Section 105 of the Insurance Code.

##### **Contractor Registration with California Department of Industrial Relations (DIR):**

##### **Labor Code Section 1771.1(a):**

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 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 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**END OF ATTACHMENT "C"**

## **ATTACHEMENT D: GENERAL PROVISIONS**

### **AGREEMENT BETWEEN LASSEN COUNTY AND ??**

#### **D.1 INDEPENDENT CONTRACTOR.**

For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

D.1.5 The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

D.1.6 The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8. The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

#### **D.2 LICENSES, PERMITS, ETC.**

CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

### **D.3 CHANGE IN STATUTES OR REGULATIONS**

If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

### **D.4 TIME**

CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

### **D.5 INSURANCE**

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage (hereinafter referred to as "the insurance") through and with an insurer acceptable to COUNTY. The insurance shall contain the following coverages:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.3 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 Except for automobile liability insurance, the insurance shall name the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insureds and shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Lassen County Public Works  
707 Nevada Street, Suite 4  
Susanville, California 96130

Upon COUNTY's request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

#### **D.6 INDEMNITY**

COUNTY shall not be liable for, and CONTRACTOR shall defend and indemnify COUNTY and its officers, agents, employees and volunteers (collectively 'COUNTY Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of CONTRACTOR or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of COUNTY Parties. However, CONTRACTOR shall have no obligation to defend or indemnify COUNTY Parties against claims caused by the active negligence, sole negligence or willful misconduct of COUNTY Parties.

#### **D.7 CONTRACTOR NOT AGENT**

Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

#### **D.8 ASSIGNMENT PROHIBITED**

CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

#### **D.9 PERSONNEL**

CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

#### **D.10 STANDARD OF PERFORMANCE**

CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

#### **D.11 POSSESSORY INTEREST**

The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the California Revenue and Taxation Code section 107. For all purposes of compliance by COUNTY with Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

#### **D.12 TAXES**

CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

#### **D.13 TERMINATION**

COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photocopying, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.1.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed \_\_\_\_\_ (\$). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

#### **D.14 OWNERSHIP OF INFORMATION**

All professional and technical information developed under this Agreement and all work sheets, reports, and related

data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

#### **D.15 WAIVER**

A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

#### **D.16 COMPLETENESS OF INSTRUMENT**

This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

#### **D.17 SUPERSEDES PRIOR AGREEMENTS**

It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

#### **D.18 ATTORNEY'S FEES**

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

#### **D.19 MINOR AUDITOR REVISION**

In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

#### **D.20 CAPTIONS**

The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

#### **D.21 DEFINITIONS**

Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

**D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

#### **D.22 TERM INCLUDES EXTENSIONS**

All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

#### **D.23 SUCCESSORS AND ASSIGNS**



All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

#### **D.24 MODIFICATION**

No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

#### **D.25 COUNTERPARTS**

This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

#### **D.26 OTHER DOCUMENTS**

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

#### **D.27 PARTIAL INVALIDITY**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

#### **D.28 VENUE**

It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

#### **D.29 CONTROLLING LAW**

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

#### **D.30 CALIFORNIA TORT CLAIMS ACT**

Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

#### **D.31 TIME IS OF THE ESSENCE**

Time is of the essence of this Agreement and each covenant and term herein.

#### **D.32 AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

#### **D.33 CORPORATE AUTHORITY**

If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public

agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

#### **D.34 CONFLICT OF INTEREST**

**D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

#### **D.35 NONDISCRIMINATION**

During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

#### **D.36 JOINT AND SEVERAL LIABILITY**

If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

#### **D.37 TAXPAYER I.D. NUMBER**

The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer Identification Number or Social Security Number by providing COUNTY with a completed IRS Form W-9.

#### **D.38 NOTICES**

All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return

receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

COUNTY  
707 Nevada Street, Suite 4  
Susanville, California 96130  
If to "CONTRACTOR":

**END OF ATTACHMENT D**

NOT FOR BIDDING

COUNTY OF LASSEN  
DEPARTMENT OF PUBLIC WORKS

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, \_\_\_\_\_ as Principal, and  
\_\_\_\_\_, \_\_\_\_\_ as Surety, are held and firmly bound unto the County of Lassen,  
hereinafter called the Owner, in the sum of (100%) of the contract amount \_\_\_\_\_ Dollars for the  
payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and  
successors, jointly and severally, firmly by these presents.  
The condition of this obligation is such that whereas the Principal entered into a certain contract, hereunto attached,  
with the Owner, dated \_\_\_\_\_.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms,  
conditions, and agreements of said contract during the original term of said contract and any extension thereof that  
may be granted by the Owner, with or without notice to the Surety and during the life of any guarantee required  
under the contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions,  
and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this  
obligation to be void, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_ the name and corporate seal of each corporate party being hereto affixed and these  
presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Name of Principal: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

(If Corporation, affix seal)

Name of Surety: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Affix corporate seal)

\_\_\_\_\_  
(Attach acknowledgement of signature of Surety. This bond must be recorded.)

COUNTY OF LASSEN  
DEPARTMENT OF PUBLIC WORKS

**PAYMENT BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_, as Principal, and \_\_\_\_\_, as surety, incorporated under the laws of the State of \_\_\_\_\_, and duly authorized to execute bonds and undertakings under the laws of the State of California as sole Surety, as Surety, their heirs, administrators, successors, and assigns are held and firmly bound jointly and severally unto the County of Lassen, State of California, in the sum of (100% of the contract amount) \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, and unto any and all materialmen, persons, companies, or corporations furnished 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, including any and all duly authorized modifications of said contract that may hereafter be made 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 entitled to file claims under Section 3181 of the Civil Code or their assign, for the payment of their claims in a total sum not exceeding \$ \_\_\_\_\_.

**THE CONDITION** of the forgoing obligation is that whereas the said Principal has entered into a contract dated \_\_\_\_\_ with \_\_\_\_\_ the County of Lassen to perform in accordance with the specifications for Lassen County.

**NOW THEREFORE**, if the above-bound Principal, contractor, person, company, or corporation or his or its subcontractor fails to pay any of the persons named in Section 3181 of the Civil Code for any materials, provisions, provender, or other supplied equipment or teams 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 any amounts due under the Unemployment Insurance Code with respect to such work or such work or labor, performed by any such claimant, of for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Division Two, Part 10, Chapter 19 of the Revenue and Taxation Code, with respect to such work and labor, the surety on this bond will pay for the same in an amount not exceeding the specified in this bond and also in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

The said surety, for value received hereby stipulates and agrees that no charge, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications and further that not final settlement between the County of Lassen and the Principal shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

This bond is executed and filed to comply with the provisions of Section 3247 to 3252, inclusive, of the Civil Code of the State of California.

**IN WITNESS WHEREOF**, the above-bound parties have executed this instrument on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the corporate seal of each corporate party being affixed and these presents duly signed by its governing body.

Name of Principal: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
(If Corporation, affix seal)

Name of Surety: \_\_\_\_\_

Address: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Affix corporate seal)

(Attach acknowledgement of signature of Surety. This bond must be recorded.)

NOT FOR BIDDING

## NOTICE OF AWARD

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Project Description: SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT PROJECT. This work will consist, in general, of complete removal of existing roof system and replacement with new roofing system as specified for a complete watertight and warrantable installation.

The County has considered the Bid submitted by you for the above described Work in response to its Notice Inviting Sealed Bids dated\_\_\_\_, 20\_\_\_\_, and Information for Bidders.

You are hereby notified that you have been selected as the Contractor to complete the \_\_\_\_\_  
\_\_\_\_\_Project for items in the amount of \$\_\_\_\_\_, or as shown in the Bid.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and Certificates of Insurance within ten (10) days from the date this Notice is delivered to you.

If you fail to execute said Agreement and to furnish said Bonds within five (5) business days from the date of this Notice, County will be entitled to consider all your rights arising from the County's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The County will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the County.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ACCEPTANCE OF NOTICE OF AWARD

Receipt of the attached Notice of Award is hereby acknowledged by

This, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

NOT FOR BIDDING



## NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Project: SUSANVILLE VETERAN'S MEMORIAL  
BUILDING ROOF REPLACEMENT

You are hereby notified to commence Work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, on or before \_\_\_\_\_, 20\_\_, and you are to complete the Work within **30** Working Days thereafter.

The date of completion of all Work is therefore \_\_\_\_\_, 20\_\_.

You are required to return an acknowledged copy of this Notice to Proceed to the County.

COUNTY

By: \_\_\_\_\_

Title: \_\_\_\_\_

### ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above Notice to Proceed is hereby acknowledged by

This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **GUARANTEE**

**TO**

**The County ("COUNTY"), for construction of the: SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT**

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to County for a period of three (3) years following the date of Final Acceptance of the Work completed, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work. This warranty only applies to new work, materials and equipment incorporated in the project per plans and specifications.

Neither final payment nor use nor occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Acceptance of the Work completed.

If within three (3) years after the date of Final Acceptance of the Work completed, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work that is found to be Defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by County and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, County shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be Defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guarantee period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Special Provisions.

The foregoing Guarantee is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guarantee and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

**(SIGNATURE NEXT PAGE)**

**GUARANTEE**

Date\_\_\_\_\_

\_\_\_\_\_  
**Contractor's Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City, State, Zip Code**

NOT FOR BIDDING

# **SPECIAL PROVISIONS**

## **SECTION 1 SPECIFICATIONS AND PLANS**

The work embraced herein shall be done in accordance with the Standard Specifications, 2010 of the Department of Transportation insofar as the same may apply and these special provisions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of the conflicting portions.

## **SECTION 2 PROPOSAL REQUIREMENTS AND CONDITIONS**

### **2-1.01 GENERAL**

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

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

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

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

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

## **SECTION 3 CONTRACT AWARD AND EXECUTION**

### **3-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Requests for relief of bid and bid protests are to be delivered to the following address:

Lassen County Department of Public Works  
707 Nevada Street, Suite 4  
Susanville, CA 96130  
Attn: Director of Public Works  
Or by facsimile to (530) 251-2674

The award of the contract will be made within 60 days after the opening of the proposals. This period will be subject to extension for a further period as may be agreed upon in writing between the County and the bidder concerned.

The contract will be awarded to the lowest responsible bidder meeting the contract requirements. The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds and the documents identified in Section 3-1.07, "Insurance Policies," of the Standard Specifications, to the County so that it is received within 5 business days after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address:

Lassen County Department of Public Works  
707 Nevada Street, Suite 4  
Susanville, CA 96130

## **SECTION 4 BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Sections 8-1.04, "Start of Job Site Activities", 8-1.05, "Time", and 8-1.10, "Liquidated Damages," of the Standard Specifications and these special provisions.

Do not start work at the job site, except for measuring controlling field dimensions and locating utilities, until the engineer approves your submittal for:

- 1) Materials to be used
- 2) Logistics Plan:
  - a. Material Delivery Plan
  - b. Pick Plan/Hoisting Plan
  - c. Street Use / Traffic Control Plan
  - d. Debris Box & Temp Toilet Locations

The Contractor shall begin work on the date specified in the "Notice to Proceed" and shall diligently prosecute the same to completion before the expiration of:

### **30 WORKING DAYS**

beginning on the date that work begins or beginning on the fifteenth calendar day after the date specified in the "Notice to Proceed," whichever occurs first. Contract shall be awarded, and upon sufficient time for procurement of materials, the Notice to Proceed shall be issued.

The Contractor shall pay to the County of Lassen the sum of \$1,900.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

In the event the Contractor does not complete the work within the 30 working days as herein provided, for reasons or causes other than those provided for the Contract Documents hereof, County will be damaged. After considering such a breach and all aspects of the work, including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the work, and the additional cost and difficulty of using the disarranged facilities during the work, the parties agree that a reasonable daily damage for such a breach, if any, will be One Thousand Nine Hundred Dollars (\$1,900) per day and the payment of the same, if any, is payment of liquidating damages and not a penalty. It is understood that this agreement for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this agreement and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this contract.

## **SECTION 5 GENERAL**

### **SECTION 5-1 MISCELLANEOUS**

#### **5-1.01 LABOR NON DISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

#### **NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**

##### **(GOV. CODE, SECTION 12990)**

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

#### **5-1.02 PREVAILING WAGE**

Attention is directed to Section 7-1.02K, "Labor Code" of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are available at the County of Lassen, Department of Public Works, 707 Nevada Street, Suite 4, Susanville, California. These wage rates are also included in the Bid book for this project, as a link the applicable website. Changes, if any, to the general prevailing wage rates will be available at the Department of Public Works.

#### **5-1.03 SUBCONTRACTING**

Attention is directed to Section 5-1.13 "Subcontracting" of the Standard Specifications.

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

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

The Contractor shall perform work equaling at least 30 percent of the value of the original total bid with the Contractor's own employees and equipment, owned or rented, with or without operators.

Each subcontract must comply with the contract.

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

Submit copies of subcontracts upon request by the Engineer.

Before subcontracted work starts, submit a Subcontracting Request form.

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

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

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

#### **5-1.04 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

A prime contractor or subcontractor shall pay any subcontractor not later than 7 days of receipt of each progress payment in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 7 days is applicable unless a longer period is agreed to in

writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

### **5-1.05 PAYMENTS**

Attention is directed to Section 9-1.16, "Progress Payments," and 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications and these special provisions.

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

### **5-1.06 RECORDS**

Attention is directed to Section 5-1.27, "Records"

The Contractor shall maintain cost accounting records as detailed in Section 5-1.27, "Records".

Cost accounting records shall include the information specified in Section 5-1.27D "Cost Accounting Records".

Retain records in accordance with Section 5-1.27B, "Record Retention".

### **5-1.08 AREAS FOR CONTRACTOR'S USE**

Nothing in these specifications shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building within the limits of the contract for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the State and any owner, former owner, or tenant of the land, structure, or building. The Contractor shall not occupy State-owned property outside the right of way as shown on the plans or maps available in the office of the district in which the work is situated, unless the Contractor enters into a rental agreement with the County. The agreement will be based on the fair rental values.

No area is available within the contract limits for the exclusive use of the Contractor.

### **5-1.09 RELATIONS WITH CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

This project lies within the boundaries of the Central Valley Regional Water Quality Control Board (RWQCB).

The Contractor shall know and comply with provisions of Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site and areas of disturbance outside the project limits during construction. Attention is directed to Sections 7-1.01, "General," 7-1.02, "Laws," and 7-1.05, "Indemnification," and 7-1.06 "Insurance" of the Standard Specifications.

The Contractor shall be responsible for penalties assessed on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in "Water Pollution Control" of these special provisions or with the applicable provisions of the Federal, State, and local regulations and requirements.

Penalties as used in this section shall include fines, penalties, and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

## **5-1.10 GUARANTEE**

### **GENERAL**

Materials and equipment incorporated in the Work under Contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

- A. The Contractor shall guaranty all work performed for a period of three (3) years from the date of Substantial Completion. The Contractor warrants and guarantees for a period of three (3) years from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guaranty period. All special guaranties required by this specification shall be in writing and in the form required, and delivered to the owner before the final payment is made.
- B. In case of work performed by subcontractors and where guaranties are required under the various technical divisions of the specifications, warranties addressed to and in favor of the Owner shall be secured from said subcontractors and delivered to the owner upon completion of the work. The delivery of said guaranties shall not relieve the Contractor from any obligation assumed under any other provision of the Contract.
- C. If, within any guaranty and warranty period, defects develop due to faults in materials or workmanship, the Contractor shall, within ten days after written notice to the Contractor by the owner and without additional expense to the Owner.
  - 1. Replace in satisfactory condition in every particular all of such guaranteed work, correct all defects therein, and;
  - 2. Make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the Owner is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract, and;
  - 3. Make good any work or material, or the equipment and contents of said building or site disturbed in fulfilling any such guaranty.
- D. In any case wherein fulfilling the requirements of the Contract or, any guaranty embraced in or required thereby, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Owner and guaranteed under such other contract.

### **5-1.11 CONTROL OF MATERIALS**

Attention is directed to Section 6, "Control of Materials" Standard Specifications and its applicability to materials, quality control and testing.

### **5-1.12 WATERING**

Construction water is available on site for use.



**SECTION 6 (BLANK)**  
**SECTION 7 (BLANK)**  
**SECTION 8 (BLANK)**  
**SECTION 9 (BLANK)**

**SECTION 10 (CONSTRUCTION DETAILS)**

**SECTION 10-1. GENERAL**

**10-1.01 MOBILIZATION**

Mobilization shall conform to the provision in Section 9-1.16D, "Mobilization" of the Standard Specifications and these special provisions.

**10-1.02 PROGRESS SCHEDULE**

**GENERAL**

**Summary**

Comply with Section 8-1.02B, "Level 1 Critical Path Method Schedule," of the Standard Specifications.

You are responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for complete performance of the work.

The Engineer's review and acceptance of schedules does not waive any contract requirements and does not relieve you of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit them within 7 days of notification by the Engineer, at which time a new review period of 7 days will begin.

Errors or omissions on schedules do not relieve you from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the Engineer, either you or the Engineer discovers that any aspect of the schedule has an error or omission, you must correct it on the next updated schedule.

**10-1.03 CONSTRUCTION SITE MANAGEMENT**

**GENERAL**

**Summary**

This work includes controlling potential sources of water pollution before they come in contact with storm water systems or watercourses.

Control material pollution and manage waste and non-storm water at the job site by implementing effective handling, storage, use, and disposal practices.

Attention is directed to "Water Pollution Control" of these special provisions regarding the Contractor's appointment of a water pollution control manager (WPCM) for the project.

Train all employees and subcontractors in these subjects:

1. Material pollution prevention and control
2. Waste management
3. Non-storm water management
4. Identifying and handling hazardous substances
5. Potential dangers to humans and the environment from spills and leaks or exposure to toxic or hazardous substances.

Training must take place before starting work on this job. New employees must receive the complete training before starting work on this job. Conduct weekly meetings to discuss and reinforce spill prevention and control; material delivery, storage, use, and disposal; waste management; and non-storm water management procedures.

## **SPILL PREVENTION AND CONTROL**

Implement spill and leak prevention procedures for chemicals and hazardous substances stored on the job site.

As soon as it is safe, contain and clean up spills of petroleum products, sanitary and septic waste substances listed under CFR Title 40, Parts 110, 117, and 302.

Minor Spills: Clean up minor spills using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption
3. Clean contaminated area
4. Dispose of contaminated material promptly and properly

Semi-significant Spills: Clean up semi-significant spills immediately using these procedures:

1. Contain spread of the spill
2. Recover spilled material using absorption where the spill occurs on paved or an impermeable surface
3. Contain the spill with an earthen dike and dig up contaminated soil for disposal where the spill occurs on soil
4. When the spill occurs during precipitation, cover the spill with plastic or other material to prevent contaminated runoff
5. Dispose of contaminated material promptly and properly

Significant or Hazardous Spills: Immediately notify qualified personnel of significant or hazardous spills. Take these steps:

1. Construction personnel must not attempt to clean up the spill until qualified staff have arrived
2. Notify the Engineer and follow up with a written report
3. Obtain the services of a spills contractor or hazardous material team immediately
4. Notify the local emergency response team by dialing 911 and county officials at the emergency phone numbers kept on the job site
5. Notify the Governor's Office of Emergency Services Warning Center at (805) 852-7550
6. Notify the National Response Center at (800) 424-8802 regarding spills of Federal reportable quantities under CFR Title 40, Parts 110, 119, and 302
7. Notify other agencies as appropriate, including:
  - 7.1. Fire Department
  - 7.2. Public Works Department
  - 7.3. Coast Guard
  - 7.4. Highway Patrol
  - 7.5. City Police or County Sheriff Department
  - 7.6. Department of Toxic Substances

- 7.7. California Division of Oil and Gas
- 7.8. Cal OSHA
- 7.9. Regional Water Resources Control Board

Report minor, semi-significant, and significant spills to the WPC (Water Pollution Control) manager. WPC manager must notify the Engineer immediately. WPC manager must oversee and enforce proper spill prevention and control measures.

Prevent spills from entering storm water runoff before and during cleanup. Spills must not be buried or washed with water.

Keep material or waste storage areas clean, well-organized, and equipped with enough cleanup supplies for the material being stored.

## **Material Management**

### **General**

Material must be delivered, used, and stored for this job in a way that minimizes or eliminates discharge of material into the air, storm drain systems, or watercourses.

Implement the practices described in this section while taking delivery of, using, or storing these materials:

1. Hazardous chemicals including:
  - 1.1. Acids
  - 1.2. Lime
  - 1.3. Glues
  - 1.4. Adhesives
  - 1.5. Paints
  - 1.6. Solvents
  - 1.7. Curing compounds
2. Soil stabilizers and binders
3. Fertilizers
4. Detergents
5. Plaster
6. Petroleum products including:
  - 6.1. Fuel
  - 6.2. Oil
  - 6.3. Grease
7. Asphalt components and concrete components
8. Pesticides and herbicides

Employees trained in emergency spill cleanup procedures must be present during unloading of hazardous materials or chemicals.

If practical, use less hazardous products.

## **Material Storage**

Use these storage procedures:

1. Store liquids, petroleum products, and substances listed in CFR Title 40, Parts 110, 117, and 302 in containers or drums approved by the United States Environmental Protection Agency, and place them in secondary containment facilities.
2. Secondary containment facilities must be impervious to the materials stored there for a minimum contact time of 72 hours.
3. Throughout the rainy season, cover secondary containment facilities during non-working days and when precipitation is predicted. Secondary containment facilities must be adequately ventilated.
4. Keep secondary containment facility free of accumulated rainwater or spills. After precipitation, or in the event of spills or leaks, collect accumulated liquid and place into drums within 24 hours. Handle these liquids as hazardous waste under "Hazardous Waste" unless testing determines them to be nonhazardous.
5. Do not store incompatible materials, such as chlorine and ammonia, in the same secondary containment facility.
6. Store materials in the original containers with the original product labels maintained in legible condition. Replace damaged or illegible labels immediately.
7. Secondary containment facility must have the capacity to contain precipitation from a 24-hour-long, 25-year storm; and 10 percent of the aggregate volume of all containers, or entire volume of the largest container within the facility, whichever is greater.
8. Store bagged or boxed material on pallets. Throughout the rainy season, protect bagged or boxed material from wind and rain during non-working days and while precipitation is predicted.
9. Provide sufficient separation between stored containers to allow for spill cleanup or emergency response access. Storage areas must be kept clean, well-organized, and equipped with cleanup supplies appropriate for the materials being stored.
10. Repair or replace perimeter controls, containment structures, covers, and liners as necessary. Inspect storage areas before and after precipitation, and at least weekly during other times.

## **Waste Management**

### **Solid Waste**

Do not allow litter or debris to accumulate anywhere on the job site, including storm drain grates, trash racks, and ditch lines. Pick up and remove trash and debris from the job site daily. WPC manager must monitor solid waste storage and disposal procedures on the job site.

If practicable, recycle nonhazardous job site waste and excess material.."

### **Hazardous Waste**

Use hazardous waste management practices if waste is generated on the job site from these substances:

1. Petroleum products
2. Asphalt products
3. Concrete curing compound
4. Pesticides
5. Acids
6. Paints
7. Stains
8. Solvents
9. Wood preservatives
10. Roofing tar
11. Road flares
12. Lime
13. Glues and adhesives
14. Materials classified as hazardous by California Code of Regulations, Title 22, Division 4.5; or listed in CFR Title 40, Parts 110, 117, 261, or 302

WPC manager must oversee and enforce hazardous waste management practices. Minimize the production of hazardous materials and hazardous waste at the job site. If damaged, repair or replace perimeter controls, containment structures, and covers.

If hazardous material levels are unknown, use a laboratory certified by the Environmental Laboratory Accreditation Program (ELAP) under the California Department of Public Health (CDPH) to sample and test waste to determine safe methods for storage and disposal.

Separate potentially hazardous waste from nonhazardous waste at the job site. Hazardous waste must be handled, stored, and disposed of under California Code of Regulations, Title 22, Division 4.5, Section 66262.34; and in CFR Title 49, Parts 261, 262, and 263.

Store hazardous waste in sealed containers constructed and labeled with the contents and date accumulated under California Code of Regulations, Title 22, Division 4.5; and in CFR Title 49, Parts 172, 173, 178, and 179. Keep hazardous waste containers in temporary containment facilities under "Material Storage" of these special provisions.

Furnish containers with adequate storage volume at convenient locations for hazardous waste collection. Do not overfill hazardous waste containers. Do not mix hazardous wastes. Do not allow potentially hazardous waste to accumulate on the ground. Store containers of dry waste that are not watertight on pallets. Store hazardous waste away from storm drains, watercourses, moving vehicles, and equipment.

Clean water based or oil based paint from brushes or equipment within a contained area and in a way that does not contaminate soil, watercourses, or storm drain systems. Handle and dispose of these as hazardous waste: paints, thinners, solvents, residues, and sludges that cannot be recycled or reused. When thoroughly dry, dispose of these as solid waste: dry, latex paint and paint cans, used brushes, rags, absorbent materials, and drop cloths.

Dispose of hazardous waste within 90 days of being generated. Use a licensed hazardous waste transporter to take hazardous waste to a Class I Disposal Site. Submit a copy of uniform hazardous waste manifest forms within 24 hours of transporting hazardous waste.

WPC manager must inspect these daily:

1. Storage areas for hazardous materials and wastes
2. Hazardous waste disposal and transporting activities
3. Hazardous material delivery and storage activities

#### **Contaminated Soil**

Identify contaminated soil from spills or leaks by noticing discoloration, odors, or differences in soil properties. Soil with evidence of contamination must be sampled and tested by a laboratory certified by ELAP.

If levels of contamination are found to be hazardous, handle and dispose of the soil as hazardous waste.

Prevent the flow of water, including ground water, from mixing with contaminated soil by using one or a combination of these measures:

1. Berms
2. Cofferdams
3. Grout curtains
4. Freeze walls
5. Concrete seal course

If water mixes with contaminated soil and becomes contaminated, sample and test the water using a laboratory certified by ELAP. If levels of contamination are found to be hazardous, handle and dispose of the water as hazardous waste.

#### **Liquid Waste**

Use practices to prevent job site liquid waste from entering storm drain systems or watercourses. Liquid wastes include the following:

1. Drilling slurries or fluids
2. Grease-free or oil-free wastewater or rinse water
3. Dredgings, including liquid waste from drainage system cleaning
4. Liquid waste running off a surface including wash or rinse water
5. Other non-storm water liquids not covered by separate permits

Hold liquid waste in structurally sound, leak proof containers such as:

1. Roll-off bins
2. Portable tanks

Liquid waste containers must be of sufficient quantity and volume to prevent overflow, spills and leaks.

Store containers:

1. At least 50 feet from moving vehicles and equipment
2. If within the floodplain, at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
3. If outside the floodplain, at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Remove and dispose of deposited solids from sediment traps under "Solid Waste" unless the Engineer authorizes another method.

Liquid waste may require testing to determine hazardous material content before disposal.

Drilling fluids and residue must be disposed of outside the highway right of way.

If an approved location is available within the job site, fluids and residue exempt under California Code of Regulations, Title 23, Section 2511(g) may be dried by evaporation in a leak proof container. Dispose of remaining solid waste under "Solid Waste" of these special provisions.

## **NON-STORM WATER MANAGEMENT**

### **Water Control and Conservation**

Manage water used for work activities to prevent erosion or discharge of pollutants into storm drain systems or watercourses. Obtain approval before washing anything on the job site with water that could discharge into a storm drain system or watercourse. Report discharges immediately.

If water is used at the job site, implement water conservation practices. Inspect irrigation areas. Adjust watering schedules to prevent erosion, excess watering, or runoff. Shut off water source to broken lines, sprinklers, or valves, and repair breaks within 24 hours. If possible, reuse water from waterline flushing for landscape irrigation. Sweep and vacuum paved areas: do not wash with water.

Direct job site water runoff, including water from water line repair, to areas where it can infiltrate into the ground and not enter storm drain systems or watercourses. Do not allow spilled water to escape water truck filling areas. If possible, direct water from off-site sources around the job site. Minimize the contact of off-site water with job site water.

### **Vehicle and Equipment Fueling and Maintenance**

If practicable, perform maintenance on vehicles and equipment off the job site.

If fueling or maintenance must be done at the job site, designate a site, or sites, and obtain approval before using. Minimize mobile fueling or maintenance.

If vehicle and equipment fueling and maintenance must be done on the job site, areas for these activities must be:

1. On level ground
2. Protected from stormwater run-on
3. If within the floodplain, located at least 100 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved
4. If outside the floodplain, located at least 50 feet from concentrated flows of storm water, drainage courses, watercourses, or storm drain inlets unless approved

Use containment berms or dikes around the fueling and maintenance area. Keep adequate quantities of absorbent spill cleanup material and spill kits in the fueling and maintenance area and on fueling trucks. Dispose of spill cleanup material and kits immediately after use. Use drip pans or absorbent pads during fueling or maintenance.

Fueling or maintenance activities must not be left unattended. Fueling nozzles must be equipped with an automatic shutoff control. Vapor recovery fueling nozzles must be used where required by the Air Quality Management District. When not in use, nozzles must be secured upright. Do not top-off fuel tanks.

Recycle or properly dispose of used batteries and tires.

WPC manager must inspect vehicle and equipment maintenance and fueling areas:

1. Daily when vehicle and equipment maintenance and fueling occurs daily
2. Weekly when vehicle and equipment maintenance and fueling does not occur daily

WPC manager must inspect vehicles and equipment at the job site for leaks and spills on a daily schedule. Operators must inspect vehicles and equipment each day of use.

If leaks cannot be repaired immediately, remove the vehicle or equipment from the job site.

## **PAYMENT**

Payment for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in spill prevention and control, material management, waste management, non-storm water management, and dewatering and identifying, sampling, testing, handling, and disposing of hazardous waste, as specified in the Standard Specifications and these special provisions, and as ordered by the Engineer, shall be considered as included in the prices paid for various items of work and no additional compensation will be allowed therefore.

## **10-1.04 ALLOWANCES**

### **GENERAL**

#### **Summary**

Allowance values are to be included in the total base bid, and shall be used at the sole discretion of the County. Allowance funds shall not be used by the Contractor unless authorization is provided by the County prior to start of work, and approval of proposed pricing or authorization to proceed on a not to exceed time and materials basis.

**ALLOWANCE No. 1:** Contractor shall include an allowance of **\$10,000** for existing roof sheathing repair and/or replacement as required to provide for a suitable substrate condition, or for any existing unforeseen condition.

## SECTION 10-2 CONSTRUCTION SPECIFICATIONS

### PART 1 GENERAL

#### 1.01 DESCRIPTION

- A. For products specified by naming one or more products or manufacturer and "or approved equal", Contractor must submit a request as for substitutions for any product or manufacturer not specifically named.
- B. The project consists of removal of existing roofing system in its entirety to existing sub-deck, and installing Versico's VersiWeld (TPO) Roofing System, or approved equal, as outlined below:

Verify suitability of existing substrate as specified in this section. Prepare existing substrate as required, and any associated components of the existing system (including but not limited to metal, flashings, gutters, downspouts, risers, stacks and vents), to receive new roofing system. Apply the VersiWeld Mechanically Fastened Roofing System, or approved equal, in conjunction with Versico VersiCore HD Polyiso (½" inch thickness), or approved equal.

#### 1.02 EXTENT OF WORK

- A. Provide all labor, material, tools, hoisting, equipment, and supervision necessary to complete the installation of the VersiWeld reinforced TPO (Thermoplastic Polyolefin), or approved equal, reinforced membrane Mechanically Fastened Roofing System including flashings and insulation as specified herein in accordance with the manufacturer's most current specifications and details.
- B. The roofing contractor shall be fully knowledgeable of all requirements of the contract documents and shall make themselves aware of all job site conditions that will affect their work.

#### 1.03 SUBMITTALS

- A. Prior to starting work, the roofing contractor must submit the following:
  - 1. Logistics plan identifying (at a minimum) proposed material loading and unloading locations, and proposed temporary facility locations.
  - 2. A sample of the manufacturer's Membrane System Warranty.
  - 3. Any required metal flashings or coping standard color charts.
  - 4. Submit a letter of certification from the manufacturer which certifies the roofing contractor is authorized to install the manufacturer's roofing system and lists foremen who have received training from the manufacturer along with the dates training was received.
  - 5. Certification from the membrane manufacturer indicating the membrane thickness over the reinforcing scrim (top ply membrane thickness) is nominal 15 mil or thicker.
  - 6. Certification of the manufacturer's warranty reserve.
- B. Upon completion of the installed work, submit copies of the manufacturer's final inspection to the specifier prior to the issuance of the manufacturer's warranty.



#### **1.04 PRODUCT DELIVERY, STORAGE AND HANDLING**

- A. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacturer's name, brand name and installation instructions intact and legible. Deliver in sufficient quantity to permit work to continue without interruption.
- B. Delivery of materials shall be coordinated with the County as well as the Veteran's Building end user groups to avoid any conflicts. If required for loading/unloading, Contractor shall be responsible for providing any necessary street use permits/encroachment permits required by the City, as well as all applicable traffic control if parking or lane closures should be required. All application and/or permit fees associated with street use and loading is the responsibility of the Contractor to pay.
- C. Comply with the manufacturer's written instructions for proper material storage.
  - 1. Store VersiWeld membrane in the original undisturbed plastic wrap in a cool, shaded area. VersiWeld membrane that has been exposed to the elements for approximately 7 days must be prepared with Weathered Membrane Cleaner prior to hot air welding.
  - 2. Store curable materials (adhesives and sealants) between 60°F and 80°F in dry areas protected from water and direct sunlight. If exposed to lower temperature, restore to 60°F minimum temperature before using.
  - 3. Store materials containing solvents in dry, well ventilated spaces with proper fire and safety precautions. Keep lids on tight. Use before expiration of their shelf life.
- D. Insulation must be on pallets, off the ground and tightly covered with waterproof materials.
- E. Any materials which are found to be damaged shall be removed and replaced at the contractor's expense.

#### **1.05 WORK SEQUENCE**

- A. Schedule and execute work to prevent leaks and excessive traffic on completed roof sections. Care should be exercised to provide protection for the interior of the building and to ensure water does not flow beneath any completed sections of the membrane system.
- B. Do not disrupt activities in occupied spaces.

#### **1.06 USE OF THE PREMISES**

- A. Before beginning work, the roofing contractor must secure approval from the building owner's representative for the following:
  - 1. Areas permitted for personnel parking.
  - 2. Access to the site.
  - 3. Areas permitted for storage of materials and debris.
  - 4. Areas permitted for the location of cranes, hoists and chutes for loading and unloading materials to and from the roof.

## **1.07 EXISTING CONDITIONS**

- A. If discrepancies are discovered between the existing conditions and those noted herein, immediately notify the owner's representative by phone and solicit the manufacturer's approval prior to commencing with the work. Necessary steps shall be taken to make the building watertight until the discrepancies are resolved.
- B. Hazardous materials are not expected in existing roofing system.

## **1.08 PRECONSTRUCTION CONFERENCE**

- A. Prior to bid submittal, the roofing contractor should schedule a job site inspection to observe actual conditions and verify all dimensions on the roof. See Notice to Bidders for date and time of pre-bid meeting.

## **1.09 TEMPORARY FACILITIES AND CONTROLS**

- A. Temporary Utilities:
  - 1. Water for construction purposes is available at the site for contractor's use.
  - 2. Provide all hoses, valves and connections for water from a source designated by the owner when made available.
  - 3. Electrical power for construction purposes at the site is not available for contractor's use.
- B. Temporary, Sanitary Facilities

Sanitary facilities will not be available at the job site. The roofing contractor shall be responsible for the provision and maintenance of portable toilets or their equal.
- C. Building Site:
  - 1. The roofing contractor shall use reasonable care and responsibility to protect the building and site against damages. The contractor shall be responsible for the correction of any damage incurred as a result of the performance of the contract.
  - 2. The roofing contractor shall remove all debris from the job site in a timely and legally acceptable manner so as to not detract from the aesthetics or the functions of the building.

## **1.10 JOB SITE PROTECTION**

- A. The roofing contractor shall adequately protect building, paved areas, service drives, lawn, shrubs, trees, etc. from damage while performing the required work. Provide canvas, boards and sheet metal (properly secured) as necessary for protection and remove protection material at completion. The contractor shall repair or be responsible for costs to repair all property damaged during the roofing application.
- B. During the roofing contractor's performance of the work, the building owner will continue to occupy the existing building. The contractor shall take precautions to prevent the spread of dust and debris, particularly where such material may sift into the building. The roofing contractor shall provide labor and materials to construct, maintain and remove necessary, temporary enclosures to prevent dust or debris in the construction area(s) from entering the remainder of the building.
- C. Do not overload any portion of the building, by either use of or placement of equipment, storage of debris, or

storage of materials.

- D. Protect against fire and flame spread. Maintain proper and adequate fire extinguishers.
- E. Take precautions to prevent drains from clogging during the roofing application. Remove debris at the completion of each day's work and clean drains, if required. At completion, test drains to ensure the system is free running and drains are watertight. Remove strainers and plug drains in areas where work is in progress. Install flags or other telltales on plugs. Remove plugs each night and screen drain.
- F. Store moisture susceptible materials above ground and protect with waterproof coverings.
- G. Remove all traces of piled bulk material and return the job site to its original condition upon completion of the work.

### **1.11 SAFETY**

The roofing contractor shall be responsible for all means and methods as they relate to safety and shall comply with all applicable local, state and federal requirements that are safety related. Safety shall be the responsibility of the roofing contractor. All related personnel shall be instructed daily to be mindful of the full time requirement to maintain a safe environment for the facility's occupants including staff, visitors, customers and the occurrence of the general public on or near the site.

### **1.12 WORKMANSHIP**

- A. Applicators installing new roof, flashing and related work shall be factory trained and approved by the manufacturer they are representing.
- B. All work shall be of highest quality and in strict accordance with the manufacturer's published specifications and to the building owner's satisfaction.
- C. There shall be a supervisor on the job site at all times while work is in progress.

### **1.13 QUALITY ASSURANCE**

- A. The membrane roofing system must achieve a UL Class B rating.
- B. The membrane must be manufactured by the material supplier. Manufacturer's supplying membrane made by others are not acceptable.
- C. Unless otherwise noted in this specification, the roofing contractor must strictly comply with the manufacturer's current specifications and details.
- D. The roofing system must be installed by an applicator authorized and trained by the manufacturer in compliance with shop drawings as approved by the manufacturer. The roofing applicator shall be thoroughly experienced and upon request be able to provide evidence of having at least five (5) years successful experience installing single-ply TPO roofing systems and having installed at least one (1) roofing application or several similar systems of equal or greater size within one year.
- E. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one thoroughly trained and experienced superintendent on the job at all times roofing work is in progress.

- F. There shall be no deviations made from this specification or the approved shop drawings without the prior written approval of the Owner. Any deviation from the manufacturer's installation procedures must be supported by a written certification on the manufacturer's letterhead and presented for the Owner's consideration.
- G. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

## **1.14 JOB CONDITIONS, CAUTIONS AND WARNINGS**

Refer to manufacturer's roofing system specification for General Job Site Considerations.

- A. Safety Data Sheets (SDS) must be on location at all times during the transportation, storage and application of materials.
- B. When positioning membrane sheets, exercise care to locate all field splices away from low spots and out of drain sumps. All field splices should be shingled to prevent bucking of water.
- C. When loading materials onto the roof, the Contractor must comply with the requirements of the building owner to prevent overloading and possible disturbance to the building structure.
- D. Proceed with roofing work only when weather conditions are in compliance with the manufacturer's recommended limitations, and when conditions will permit the work to proceed in accordance with the manufacturer's requirements and recommendations.
- E. Proceed with work so new roofing materials are not subject to construction traffic. When necessary, new roof sections shall be protected and inspected upon completion for possible damage.
- F. Provide protection, such as 3/4 inch thick plywood, for all roof areas exposed to traffic during construction. Plywood must be smooth and free of fasteners and splinters.
- G. The surface on which the insulation or roofing membrane is to be applied shall be clean, smooth, dry, and free of projections or contaminants that would prevent proper application of or be incompatible with the new installation, such as fins, sharp edges, foreign materials, oil and grease.
- H. New roofing shall be complete and weather tight at the end of the work day.
- I. Contaminants such as grease, fats and oils shall not be allowed to come in direct contact with the roofing membrane.

## **1.15 WARRANTY**

- A. Provide manufacturer's 20 year Total System Warranty covering both labor and material with no dollar limitation. The maximum wind speed coverage shall be peak gusts of 110 mph measured at 10 meters above ground level. Certification is required with bid submittal indicating the manufacturer has reviewed and agreed to such wind coverage.
- B. Pro-rated System Warranties shall not be accepted.
- C. Evidence of the manufacturer's warranty reserve shall be included as part of the project submittals for approval.

## PART 2 PRODUCTS

### 2.01 GENERAL

- A. All components of the specified roofing system shall be products of Versico or approved equal.
- B. All products (including insulation, fasteners, fastening plates, prefabricated accessories and edgings) must be **manufactured and/or supplied** by the roofing system manufacturer and covered by the warranty.

### 1.02 MEMBRANE

- A. Furnish **VersiWeld** 60-mil thick white reinforced TPO (Thermoplastic Polyolefin) membrane as needed to complete the roofing system. Membrane thickness over the reinforcing scrim (top-ply thickness) shall be nominal 15 mil thick or greater. Membrane sheets in rolls 12', 10' or 8' wide by 100' long.

### 2.03 INSULATION/UNDERLAYMENT

- A. When applicable, insulation shall be installed in multiple layers. The first and second layers of insulation shall be mechanically fastened to the substrate in accordance with the manufacturer's published specifications.
- B. Insulation shall be VersiCore HD Polyiso Composite or approved equal. Minimum R-value required is 2.5.
  - 1. **VersiCore HD Polyiso** – Insulation coverboard comprised of a high-density closed cell polyisocyanurate foam core bonded on each side to glass-reinforced felt (GFR). VersiCore HD is specifically designed for use as a coverboard in mechanically attached single ply systems only. ½-inch high-density Polyiso cover board (80 psi) shall meeting ASTM C1289 Type II, Class 1, Grade 3 (25 psi), UL Standard 790, 263, and 1256: Component of Class A Roof Systems, and California Code of Regulations, Title 24, Insulation Quality Standard License #TI-1418.
- C. Minimum installed thickness to be ½”.

### 2.04 FASTENING COMPONENTS

- A. **Mechanically Attached Single Ply Roof Systems:**
  - 1. VersiCore HD panels must be secured to the roof deck with fasteners and plates (appropriate to the deck type). Butt edges and stagger joints of adjacent panels. Install the roof membrane according to Versico's specifications.
  - 2. VersiWeld shall be mechanically attached to the roof deck over a suitable substrate utilizing plates and fasteners which are overlapped with membrane. Install the roof membrane according to Versico's specifications and recommendations for a complete warrantable watertight system.

### 2.05 ADHESIVES, CLEANERS AND SEALANTS

All products shall be furnished by Versico or approved equal and specifically formulated for the intended purpose. The listed adhesives, cleaners and sealants may be used by contractor so long as they are used for intended purpose.

- A. **VersiWeld Bonding Adhesive:** A high-strength, synthetic rubber adhesive used for bonding VersiWeld

- membrane to various surfaces. The adhesive is applied to both the membrane and the substrate at a coverage rate of approximately 60 square feet per gallon per finished surface (includes coverage on both surfaces).
- B. **Low VOC Bonding Adhesive 1168:** This product meets the <250 gpl VOC (volatile organic compound) content requirements of the OTC Model Rule for Single Ply Roofing Adhesives. A high strength, solvent-based contact adhesive the allows bonding of TPO membrane to various porous and non-porous substrates. Apply at a rate of 60 ft<sup>2</sup> per gallon finished surface. Available in 5-gallon cans. This product complies with southern California counties with additional restrictions on solvents. See Versico's Product Data Sheet for a listing of the counties involved.
- C. **Aqua Base 120 Bonding Adhesive:** A semi pressure-sensitive, water based adhesive used as a two-sided contact adhesive. Coverage rate is 120 square feet per gallon finished surface (applied to membrane and substrate). Refer to Spec Supplement G-09-17 "Aqua Base 120 Bonding Adhesive" for Warranty limitations and other considerations.
- D. **CAV-GRIP 3V Low-VOC Aerosol Contact Adhesive/Primer:** a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: bonding Sure-Weld membrane to various surfaces, enhancing the bond between Versico's VapAir Seal 725TR and various substrates, priming unexposed asphalt prior to applying Flexible DASH Adhesive and for adhering VersiWeld/VersiFlex FleeceBACK and VersiWeld TPO membrane to vertical walls. Coverage rate is approximately 2,000-2,500 sq. ft. per #40 cylinder and 4,000-5,000 sq. ft. per #85 cylinder as a primer, in a single-sided application and 750 sq. ft. per #40 cylinder and 1,500 sq. ft. per #85 cylinder as an adhesive for vertical walls, in a double-sided application.
- E. **Cut-Edge Sealant:** A white or clear colored sealant used to seal cut edges of reinforced VersiWeld membrane. A coverage rate of approximately 225 - 275 linear feet per squeeze bottle can be achieved when a 1/8" diameter bead is applied.
- F. **Water Cut-Off Mastic:** Used as a mastic to prevent moisture migration at drains, compression terminations and beneath conventional metal edging (at a coverage rate of approximately 10' per tube or 100' per gallon).
- G. **Universal Single-Ply Sealant:** A 100% solids, solvent free, voc free, one part polyether sealant that provides a weather tight seal to a variety of building materials. It is white in color and is used for general caulking such as above termination bars and metal counter flashings and at scuppers.
- H. **Thermoplastic One-Part Pourable Sealer:** A one-part, moisture curing, elastomeric polyether sealant used to fill TPO Molded Pourable Sealant Pockets. Packaged in 4, 2-liter foil pouches inside a reusable plastic bucket. 1 pouch will fill 2 TPO Molded Pourable Sealant Pockets.
- I. **Weathered Membrane Cleaner:** Used to prepare membrane for heat welding that has been exposed to the elements or to remove general construction dirt at an approximate coverage rate of 400 square feet per gallon (one surface).
- J. **TPO Primer:** A solvent-based primer used to prepare the surface of VersiWeld Membrane prior to application of Pressure-Sensitive Coverstrip and TPO Pressure-Sensitive RUSS.
- K. **TPO Low VOC Primer::** A solvent-based, low solids primer used to prepare the surface of VersiWeld Membrane prior to application of Pressure-Sensitive Coverstrip and TPO Pressure-Sensitive RUSS. This low VOC product is ideal for use in states where environmental issues are a concern.
- L. **CCW 702 Primer and 702LV Primer (Low VOC):** A single component, solvent based, high-tack primer used to provide maximum adhesion between VapAir Seal 725TR Air and Vapor Barrier and an approved substrate. Applied by spray or long nap roller with a coverage rating ranging from approximately 300 to 350 square feet per gallon on smooth finishes (i.e., concrete) to 75 square feet per gallon on porous surfaces (i.e., Dens-Deck Prime gypsum board). Available in 5-gallon containers.

- M. **CCW 702 WB:** a high-tack, water-based contact adhesive for promoting adhesion of Versico air/vapor barrier membranes and an approved substrate (i.e., concrete, Dens-Deck Prime and Securock). Applied by roller, brush or spray with an application rate of approximately 200 sq. ft. per gallon. Available in 5-gallon containers. CCW 702 WB Primer contains 57g/L VOCs and meets South Coast Air Quality Management District (SCAQMD) and Leadership in Energy and Environmental Design (LEED) Requirements for Volatile Organic Compounds.
- N. **Cav-Grip Primer:** a low VOC contact adhesive used to prime surfaces **prior to** the application of 725TR.
- O. **CAV-GRIP 3V Low-VOC Aerosol Contact Adhesive/Primer:** a low-VOC, methylene chloride-free adhesive that can be used for a variety of applications including: bonding VersiWeld membrane to various surfaces, enhancing the bond between Versico's VapAir Seal 725TR and various substrates, priming unexposed asphalt prior to applying Flexible DASH Adhesive and for adhering VersiGard FleeceBACK and VersiGard EPDM membrane to vertical walls. Coverage rate is approximately 2,000-2,500 sq. ft. per #40 cylinder and 4,000-5,000 sq. ft. per #85 cylinder as a primer, in a single-sided application and 750 sq. ft. per #40 cylinder and 1,500 sq. ft. per #85 cylinder as an adhesive for vertical walls, in a double-sided application.

## 2.06 METAL EDGING, COPING, AND MEMBRANE TERMINATIONS

- A. **General:** All metal edging shall be tested and meet ANSI/SPRI ES-1 standards and comply with International Building Code.
- B. **Coping:** New Versi Trim 300 Parapet Wall Coping or approved equal in 24 gauge galvanized steel with Kynar 500® coating. Color to be selected from manufactures standard colors.
- C. Contractor shall provide all required galvanized metal flashings for a complete and watertight roofing system.
  - 1. Provide galvanized metal flashings at all roof edges as required, and at all outside edges of roof parapet to match existing edge detail, and as recommended by roofing manufacture.
  - 2. Provide 22 gauge secure lock metal coping cap system (or equal) with custom color kynar 500 finish to match existing color at parapet wall where the barrel roof transitions to the lower flat roof. Roofing membrane to run continuous over parapet wall, coping cap to be installed over membrane.

## 2.07 WALKWAYS

- A. Protective surfacing for roof traffic shall be VersiWeld TPO heat weldable walkway rolls (or approved equal) installed per manufacturer's requirements and in locations indicated on plans.

## 2.08 OTHER MATERIALS

- A. Miscellaneous materials not specifically called for in these specifications but required for project will manufactured, supplied or approved for use by the roofing system manufacturer.

## **PART 3 EXECUTION**

### **3.01 GENERAL**

- A. Comply with the manufacturer's published instructions for the installation of the membrane roofing system including proper substrate preparation, job site considerations and weather restrictions.
- B. Position sheets to accommodate contours of the roof deck and shingle splices to avoid bucking water.

### **3.02 EXISTING ROOF APPURTENANCES**

- A. Contractor shall properly raise and support all moveable mechanical and electrical antenna and cabling equipment and any platforms or skids that are on this roof or in the way of associated roofing work. Contractor shall extend new roofing materials under all such equipment. If permanent support is needed for these items, do not use plastic or foam assemblies for support blocking. Use blocking acceptable to the membrane's manufacturer that is also suitable for the weights and type of the various load contact points.
- B. Any existing roof appurtenances required to be removed for installation of new systems shall be properly supported so as to prevent any damage, and re-installed as required after installation of new roofing systems.

### **3.02 INSULATION PLACEMENT AND ATTACHMENT**

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the manufacture's recommended plates and fasteners in accordance with the manufacturer's details and specifications.

### **3.03 MEMBRANE HOT AIR WELDING PROCEDURES**

- A. Hot air weld the membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's specifications. At all splice intersections, roll the seam with a silicone roller immediately after welder crossed the membrane step-off to ensure a continuous hot air welded seam.
- B. All splice intersections shall be overlaid with a thermoplastic T-joint cover.
- C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).
- D. Repair all seam deficiencies the same day they are discovered.
- E. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

### **3.04 FLASHING**

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using VersiWeld (or approved equal) reinforced membrane. VersiWeld (or approved equal) non-reinforced membrane can be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of prefabricated accessories is not feasible.



- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

### **3.05 WALKWAYS**

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified.
- B. Hot air weld walkway material to the membrane in accordance with the manufacturer's specifications.

### **3.08 DAILY SEAL**

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.
- B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

### **3.09 CLEAN UP**

- A. Perform daily clean up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

**END OF SPECIFICATION**

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## REVISED STANDARD SPECIFICATIONS

**DATED**

**07-15-16**

## ORGANIZATION

Revised standard specifications are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*. A date under a main-section heading is the date of the latest revision to the section.

Each revision to the *Standard Specifications* begins with a revision clause that describes or introduces a revision to the *Standard Specifications*. For a revision clause that describes a revision, the date on the right above the clause is the publication date of the revision. For a revision clause that introduces a revision, the date on the right above a revised term, phrase, clause, paragraph, or section is the publication date of the revised term, phrase, clause, paragraph, or section. For a multiple-paragraph or multiple-section revision, the date on the right above a paragraph or section is the publication date of the paragraphs or sections that follow.

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

[illegible]

## ORGANIZATIONAL REVISIONS

07-15-16

PART 1 - 07-15-16

**Transfer section 23 from division III to division IV.**

PART 2 - 07-19-13

**Transfer section 36 from division IV to division V.**

[illegible]

## DIVISION I GENERAL PROVISIONS

## PART 3 - 1 GENERAL

07-15-16

**Add between the 14th and 15th paragraphs of section 1-1.01:**

PART 4 - 10-30-15

Specifications in a section titled *General* apply to all subordinate sections within the section.

Specifications in the general section of a division apply to all sections within the division.

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

PART 5 - 04-20-12

most recent

Add to the 4th paragraph of section 1-1.05:

PART 6 - 04-20-12

Any reference directly to a revised standard specification section is for convenience only. Lack of a direct reference to a revised standard specification section does not indicate a revised standard specification for the section does not exist.

Replace "MSDS" in the 1st table in section 1-1.06 with:

PART 7 - 10-17-14

MSDS<sup>b</sup>

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

PART 8 - 07-15-16

APCD	air pollution control district
AQMD	air quality management district
CISS	cast-in-steel shell
CSL	crosshole sonic logging
GGL	gamma-gamma logging
LCS	Department's lane closure system
MPQP	<i>Material Plant Quality Program</i> published by the Department
PCMS	portable changeable message sign
POC	pedestrian overcrossing
QSD	qualified SWPPP developer
QSP	qualified SWPPP practitioner
SDS	safety data sheet
TRO	time-related overhead
WPC	water pollution control

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

PART 9 - 10-17-14

<sup>b</sup>Interpret a reference to MSDS as a reference to SDS under 29 CFR 1910.1200.

PART 10 - 06-20-12

Delete the abbreviation and its meaning for *UDBE* in the 1st table of section 1-1.06.

PART 11 - 10-19-12

Delete "Contract completion date" and its definition in section 1-1.07B.

**Delete "critical delay" and its definition in section 1-1.07B.**

**Replace "day" and its definition in section 1-1.07B with:**

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

1. **business day:** Day on the calendar except a Saturday and a holiday.
2. **working day:** Time measure unit for work progress. A working day is any 24-consecutive-hour period except:
  - 2.1. Saturday and holiday.
  - 2.2. Day during which you cannot perform work on the controlling activity for at least 50 percent of the scheduled work shift with at least 50 percent of the scheduled labor and equipment due to any of the following:
    - 2.2.1. Adverse weather-related conditions.
    - 2.2.2. Maintaining traffic under the Contract.
    - 2.2.3. Suspension of a controlling activity that you and the Engineer agree benefits both parties.
    - 2.2.4. Unanticipated event not caused by either party such as:
      - 2.2.4.1. Act of God.
      - 2.2.4.2. Act of a public enemy.
      - 2.2.4.3. Epidemic.
      - 2.2.4.4. Fire.
      - 2.2.4.5. Flood.
      - 2.2.4.6. Governor-declared state of emergency.
      - 2.2.4.7. Landslide.
      - 2.2.4.8. Quarantine restriction.
    - 2.2.5. Issue involving a third party, including:
      - 2.2.5.1. Industry or area-wide labor strike.
      - 2.2.5.2. Material shortage.
      - 2.2.5.3. Freight embargo.
      - 2.2.5.4. Jurisdictional requirement of a law enforcement agency.
      - 2.2.5.5. Workforce labor dispute of a utility or nonhighway facility owner resulting in a nonhighway facility rearrangement not described and not solely for the Contractor's convenience. Rearrangement of a nonhighway facility includes installation, relocation, alteration, or removal of the facility.
  - 2.3. Day during a concurrent delay.
3. **original working days:**
  - 3.1. Working days to complete the work shown on the *Notice to Bidders* for a non-cost plus time based bid.
  - 3.2. Working days bid to complete the work for a cost plus time based bid.

Where working days is specified without the modifier "original" in the context of the number of working days to complete the work, interpret the number as the number of original working days as adjusted by any time adjustment.

**Replace "Contract" in the definition of "early completion time" in section 1-1.07B with:**

work

**Replace "excusable delay" and its definition in section 1-1.07B with:**

**delay:** Event that extends the completion of an activity.

1. **excusable delay:** Delay caused by the Department and not reasonably foreseeable when the work began such as:
  - 1.1. Change in the work
  - 1.2. Department action that is not part of the Contract
  - 1.3. Presence of an underground utility main not described in the Contract or in a location substantially different from that specified
  - 1.4. Described facility rearrangement not rearranged as described, by the utility owner by the date specified, unless the rearrangement is solely for the Contractor's convenience
  - 1.5. Department's failure to obtain timely access to the right-of-way
  - 1.6. Department's failure to review a submittal or provide notification in the time specified
2. **critical delay:** Excusable delay that extends the scheduled completion date
3. **concurrent delay:** Occurrence of at least 2 of the following events in the same period of time, either partially or entirely:
  - 3.1. Critical delay
  - 3.2. Delay to a controlling activity caused by you
  - 3.3. Non-working day

**Replace "project" in the definition of "scheduled completion date" in section 1-1.07B with:**

PART 16 - 10-19-12

work

**Replace the definition of "traveled way" in section 1-1.07B with:**

PART 17 - 01-15-16

Portion of the roadway for the movement of vehicles, exclusive of the shoulders, berms, sidewalks, and parking lanes.

**Add to section 1-1.07B:**

PART 18 - 10-30-15

**abandon:** Render unserviceable in place.

**adjust:** Raise or lower a facility to match a new grade line.

PART 19 - 10-19-12

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

PART 20 - 06-20-12

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

PART 21 - 10-30-15

**modify:** Add to or subtract from an appurtenant part.

**obliterate:** Place an earth cover over or root, plow, pulverize, or scarify.

**quality characteristic:** Characteristic of a material that is measured to determine conformance with a given requirement.

**reconstruct:** Remove and disassemble and construct again at an existing or new location.

**relocate:** Remove and install or place in a new location.

**remove:** Remove and dispose of.

**reset:** Remove and install or place laterally at the same station location.

**salvage:** Remove, clean, and haul to a specified location.

**Replace "PO BOX 911" in the District 3 mailing address in the table in section 1-1.08 with:**

PART 22 - 04-20-12

703 B ST

**Replace the Web site for the Department of General Services, Office of Small Business and DVBE Services in the table in section 1-1.11 with:**

PART 23 - 11-15-13

<http://www.dgs.ca.gov/dgs/ProgramsServices/BusServices.aspx>

**Replace "--" for the telephone number for the Office Engineer in the table in section 1-1.11 with:**

PART 24 - 02-27-15

(916) 227-6299

**Add to the table in section 1-1.11:**

PART 25 - 10-30-15

MPQP	<a href="http://www.dot.ca.gov/manuals.htm">http://www.dot.ca.gov/manuals.htm</a>	--	--
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## **PART 26 - 2 BIDDING**

06-03-16

**Replace the headings and paragraphs in section 2 with:**

PART 27 - 02-21-14

### **PART 28 - 2-1.01 GENERAL**

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

The electronic bid specifications in section 2 apply if *Electronic Bidding Contract* is shown on the cover of the *Notice to Bidders and Special Provisions*.

### **PART 29 - 2-1.02 BID INELIGIBILITY**

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

1. Submitting a bid
2. Subcontracting for a part of the work
3. Supplying materials

## PART 30 - 2-1.03 RESERVED

PART 31 - 02-27-15

## PART 32 - 2-1.04 CONTRACTOR REGISTRATION

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

PART 33 - 02-21-14

## PART 34 - 2-1.05 RESERVED

PART 35 - 10-17-14

## PART 36 - 2-1.06 BID DOCUMENTS

PART 37 - 01-23-15

### 2-1.06A General

The *Bid* book includes bid forms and certifications. For an electronic bid, the *Bid* book includes forms not available through the electronic bidding service.

The *Notice to Bidders and Special Provisions* includes the *Notice to Bidders*, revised standard specifications, and special provisions.

The *Bid* book, including *Bid* book forms not available through the electronic bidding service, *Notice to Bidders and Special Provisions*, project plans, and any addenda to these documents may be accessed at the Bidders' Exchange website.

The *Standard Specifications* and *Standard Plans* may be viewed at the Bidders' Exchange website and may be purchased at the Publication Distribution Unit.

PART 38 - 10-17-14

### 2-1.06B Supplemental Project Information

The Department makes supplemental information available as specified in the special provisions.

Logs of test borings are supplemental project information.

If an *Information Handout* or cross sections are available, you may view them at the Contract Plans and Special Provisions link at the Bidders' Exchange website.

If rock cores are available, you may view them by sending a request to [Coreroom@dot.ca.gov](mailto:Coreroom@dot.ca.gov).

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

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

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

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

If bridge as-built drawings are available:

1. For a project in District 1 through 6 or 10, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357
2. For a project in District 7, 8, 9, 11, or 12, you may request them from the Office of Structure Maintenance and Investigations, fax (916) 227-8357, and they are available at the Office of Structure Maintenance and Investigations, Los Angeles, CA, telephone (213) 897-0877



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

**2-1.06C–2-1.06D Reserved**

**2-1.07 JOB SITE AND DOCUMENT EXAMINATION**

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

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

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

PART 39 - 02-21-14

**PART 40 - 2-1.08 RESERVED**

PART 41 - 06-03-16

**PART 42 - 2-1.09 BID ITEM LIST**

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

PART 43 - 02-27-15

**PART 44 - 2-1.10 SUBCONTRACTOR LIST**

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

For each subcontractor listed, the Subcontractor List form must show:

1. Business name and the location of its place of business.
2. California contractor license number for a non-federal-aid contract.
3. Public works contractor registration number
4. Portion of work it will perform. Show the portion of the work by:
  - 4.1. Bid item numbers for the subcontracted work
  - 4.2. Percentage of the subcontracted work for each bid item listed
  - 4.3. Description of the subcontracted work if the percentage of the bid item listed is less than 100 percent

PART 45 - 02-21-14

**PART 46 - 2-1.11 RESERVED**

PART 47 - 01-23-15

**PART 48 - 2-1.12 DISADVANTAGED BUSINESS ENTERPRISES**

**2-1.12A General**

Section 2-1.12 applies to a federal-aid contract.

Under 49 CFR 26.13(b):

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

Include this assurance in each subcontract you sign with a subcontractor.

## **2-1.12B Disadvantaged Business Enterprise Goal**

### **2-1.12B(1) General**

Section 2-1.12B applies if a DBE goal is shown on the *Notice to Bidders*.

The Department shows a goal for DBEs to comply with the DBE program objectives provided in 49 CFR 26.1.

Make work available to DBEs and select work parts consistent with available DBEs, including subcontractors, suppliers, service providers, and truckers.

Meet the DBE goal shown on the *Notice to Bidders* or demonstrate that you made adequate good faith efforts to meet this goal.

You are responsible to verify at bid opening the DBE firm is certified as a DBE by the California Unified Certification Program and possess the work codes applicable to the type of work the firm will perform on the Contract.

Determine that selected DBEs perform a commercially useful function for the type of work the DBE will perform on the Contract as provided in 49 CFR 26.55(c)(1)–(4). Under 49 CFR 26.55(c)(1)–(4), the DBE must be responsible for the execution of a distinct element of work and must carry out its responsibility by actually performing, managing, and supervising the work.

All DBE participation will count toward the Department's federally-mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs will be evaluated on a contract-by-contract basis and counts toward the goal in the following manner:

1. 100 percent if the materials or supplies are obtained from a DBE manufacturer.
2. 60 percent if the materials or supplies are obtained from a DBE regular dealer.
3. Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies, if they are obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors in determining whether a DBE trucking company is performing a commercially useful function:

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

### **2-1.12B(2) DBE Commitment Submittal**

Submit DBE information under section 2-1.33.

Submit a copy of the quote from each DBE shown on the DBE Commitment form that describes the type and dollar amount of work shown on the form. Submit a DBE Confirmation form for each DBE shown on the DBE Commitment form to establish that it will be participating in the Contract in the type and dollar amount of work shown on the form. If a DBE is participating as a joint venture partner, submit a copy of the joint venture agreement.

PART 50 - 01-23-15

### **2-1.12B(3) DBE Good Faith Efforts Submittal**

You can meet the DBE requirements by either documenting commitments to DBEs to meet the Contract goal or by documenting adequate good faith efforts to meet the Contract goal. An adequate good faith effort means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form under section 2-1.33 showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed toward obtaining participation by DBEs are considered.

Submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

The Department considers DBE commitments of other bidders in determining whether the low bidder made good faith efforts to meet the DBE goal.

PART 51 - 02-21-14

## **PART 52 - 2-1.13–2-1.14 RESERVED**

## **PART 53 - 2-1.15 DISABLED VETERAN BUSINESS ENTERPRISES**

### **2-1.15A General**

Section 2-1.15 applies to a non-federal-aid contract.

Take necessary and reasonable steps to ensure that DVBEs have the opportunity to participate in the Contract.

Comply with Mil & Vet Code § 999 et seq.

### **2-1.15B Projects \$5 Million or Less**

Section 2-1.15B applies to a project with an estimated cost of \$5 million or less.

Make work available to DVBEs and select work parts consistent with available DVBE subcontractors and suppliers.

Meet the goal shown on the *Notice to Bidders*.

Complete and submit the Certified DVBE Summary form under section 2-1.33. List all DVBE participation on this form.

If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Summary form.

List each 1st-tier DVBE subcontractor on the Subcontractor List form regardless of percentage of the total bid.

### **2-1.15C Projects More Than \$5 Million**

#### **2-1.15C(1) General**

Section 2-1.15C applies to a project with an estimated cost of more than \$5 million.

The Department encourages bidders to obtain DVBE participation to ensure the Department achieves its State-mandated overall DVBE goal.

If you obtain DVBE participation:

1. Complete and submit the Certified DVBE Summary form under section 2-1.33. List all DVBE participation on this form.
2. List each 1st tier DVBE subcontractor in the Subcontractor List form regardless of percentage of the total bid.

If a DVBE joint venture is used, submit the joint venture agreement with the Certified DVBE Summary form.

#### **2-1.15C(2) DVBE Incentive**

The Department grants a DVBE incentive to each bidder who achieves a DVBE participation of 1 percent or greater (Mil & Vet Code 999.5 and Code of Regs § 1896.98 et seq.).

To receive this incentive, submit the Certified DVBE Summary form under section 2-1.33.

Bidders other than the apparent low bidder, the 2nd low bidder, and the 3rd low bidder may be required to submit the Certified DVBE Summary form if the bid ranking changes. If the Department requests a Certified DVBE Summary form from you, submit the completed form within 4 business days of the request.

#### **2-1.15C(3) Incentive Evaluation**

The Department applies the small business and non-small business preference during bid verification and proceeds with the evaluation specified below for DVBE incentive.

The DVBE incentive is a reduction, for bid comparison only, in the total bid submitted by the lesser of the following amounts:

1. Percentage of DVBE achievement rounded to 2 decimal places of the verified total bid of the low bidder
2. 5 percent of the verified total bid of the low bidder
3. \$250,000

The Department applies DVBE incentive and determines whether bid ranking changes.

A non-small business bidder cannot displace a small business bidder. However, a small business bidder with higher DVBE achievement can displace another small business bidder.

The Department proceeds with awarding the contract to the new low bidder and posts the new verified bid results at the Department's Web site.

#### **PART 54 - 2-1.16-2-1.17 RESERVED**

#### **PART 55 - 2-1.18 SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES**

##### **2-1.18A General**

Section 2-1.18 applies to a non-federal-aid contract.

The Department applies small business preferences and non-small business preferences under Govt Code § 14835 et seq. and 2 CA Code of Regs § 1896 et seq.

Any contractor, subcontractor, supplier, or service provider who qualifies as a small business is encouraged to apply for certification as a small business by submitting its application to the Department of General Services, Office of Small Business and DVBE Services.

Contract award is based on the total bid, not the reduced bid.

##### **2-1.18B Small Business Preference**

The Department allows a bidder certified as a small business by the Department of General Services, Office of Small Business and DVBE Services, a preference if:

1. Bidder submitted a completed Request for Small Business Preference or Non-Small Business Preference form with its bid

2. Low bidder did not request the preference or is not certified as a small business

The bidder's signature on the Request for Small Business Preference or Non–Small Business Preference form certifies that the bidder is certified as a small business at the date and time of bid or has submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on the bid opening date.

The Department of General Services determines whether a bidder was certified on the bid opening date. The Department of Transportation confirms the bidder's status as a small business before applying the small business preference.

The small business preference is a reduction for bid comparison in the total bid submitted by the small business contractor by the lesser of the following amounts:

1. 5 percent of the verified total bid of the low bidder
2. \$50,000

If the Department determines that a certified small business bidder is the low bidder after the application of the small business preference, the Department does not consider a request for non–small business preference.

#### **2-1.18C Non–Small Business Subcontractor Preference**

The Department allows a bidder not certified as a small business by the Department of General Services, Office of Small Business and DVBE Services, a preference if:

1. Bidder submitted a completed Request for Small Business Preference or Non–Small Business Preference form with its bid
2. Certified Small Business Listing for the Non–Small Business Preference form shows that you are subcontracting at least 25 percent to certified small businesses

Each listed subcontractor and supplier must be certified as a small business at the date and time of bid or must have submitted a complete application to the Department of General Services. The complete application and any required substantiating documentation must be received by the Department of General Services by 5:00 p.m. on the bid opening date.

The non–small business subcontractor preference is a reduction for bid comparison in the total bid submitted by the non–small business contractor requesting the preference by the lesser of the following amounts:

1. 5 percent of the verified total bid of the low bidder
2. \$50,000

#### **PART 56 - 2-1.19–2-1.26 RESERVED**

#### **PART 57 - 2-1.27 CALIFORNIA COMPANIES**

Section 2-1.27 applies to a non-federal-aid contract.

PART 58 - Under Pub Cont Code § 6107, the Department gives preference to a "California company," as defined, for bid comparison purposes over a nonresident contractor from any state that gives or requires a preference to be given to contractors from that state on its public entity construction contracts.

PART 59 - Complete a California Company Preference form.

PART 60 - The California company reciprocal preference amount is equal to the preference amount applied by the state of the nonresident contractor with the lowest responsive bid unless the California company is eligible for a small business preference or a non-small business subcontractor preference, in which case the preference amount is the greater of the two, but not both.

PART 61 - If the low bidder is not a California company and a California company's bid with reciprocal preference is equal to or less than the lowest bid, the Department awards the contract to the California company on the basis of its total bid.

**PART 62 - 2-1.28 RESERVED**

**PART 63 - 2-1.29 OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS**

PART 64 - You may opt out of the payment adjustments for price index fluctuations specified in section 9-1.07. To opt out, submit a completed Opt Out of Payment Adjustments for Price Index Fluctuations form under section 2-1.33.

**PART 65 - 2-1.30-2-1.32 RESERVED**

PART 66 - 02-27-15

**PART 67 - 2-1.33 BID DOCUMENT COMPLETION AND SUBMITTAL**

**2-1.33A General**

Complete the forms in the *Bid* book.

Use the forms provided by the Department except as otherwise specified for a bidder's bond.

Do not fax forms except for the copies of forms with the public works contractor registration number submitted after the time of bid. Fax these copies to (916) 227-6282.

Submit the forms and copies of the forms to the Office Engineer.

Failure to submit the forms and information as specified may result in a nonresponsive bid.

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

**2-1.33B Electronic Bids**

Section 2-1.33B applies to electronic bids.

For an electronic bid, complete and submit the electronic portion of the *Bid* book under the *Electronic Bidding Guide* at the Bidders' Exchange website and submit the paper forms as specified for a paper bid.

Your authorized digital signature is your confirmation of and agreement to all certifications and statements contained in the *Bid* book.

On forms and certifications that you submit through the electronic bidding service, you agree that each form and certification where a signature is required is deemed as having your signature.

**2-1.33C Paper Bids**

Section 2-1.33C applies to paper bids.

Submit your bid and any *Bid* book forms after you submit your bid:

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

## **2-1.33D Bid Form Submittal Schedules**

### **2-1.33D(1) General**

The *Bid* book includes forms specific to the contract. The deadlines for the submittal of the forms vary depending on the requirements of each contract. Determine the requirements of the contract and submit the forms based on the applicable schedule specified in section 2-1.33D.

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

### **2-1.33D(2) Federal-Aid Contracts**

#### **2-1.33D(2)(a) General**

Section 2-1.33D(2) applies to a federal-aid contract.

PART 68 - 04-10-15

#### **2-1.33D(2)(b) Contracts with a DBE Goal**

Section 2-1.33D(2)(b) applies if a DBE goal is shown on the *Notice to Bidders*.

Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a  
Federal-Aid Contract with a DBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number
Copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid except for the public works contractor registration number
Copy of the Subcontractor List as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Small Business Status	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid
DBE Commitment	No later than 4 p.m. on the 4th business day after bid opening
DBE Confirmation	No later than 4 p.m. on the 4th business day after bid opening
DBE Good Faith Efforts Documentation	No later than 4 p.m. on the 4th business day after bid opening

<sup>a</sup>Submit only if you choose the option.

PART 69 - 02-27-15

#### **2-1.33D(2)(c) Contracts without a DBE Goal**

Reserved

#### **2-1.33D(2)(d)–2-1.33D(2)(h) Reserved**

### **2-1.33D(3) Non-Federal-Aid Contracts**

#### **2-1.33D(3)(a) General**

Section 2-1.33D(3) applies to non-federal-aid contracts.

#### **2-1.33D(3)(b) Contracts with a DVBE Goal**

Section 2-1.33D(3)(b) applies if a DVBE goal is shown on the *Notice to Bidders*.

PART 70 - Submit the bid forms according to the schedule shown in the following table:

**Bid Form Submittal Schedule for a  
Non-Federal-Aid Contract with a DVBE Goal**

Form	Submittal deadline
Bid to the Department of Transportation	Time of bid except for the public works contractor registration number for a joint-venture contract
For a joint-venture contract, copy of the Bid to the Department of Transportation as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Subcontractor List	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid
Certified DVBE Summary	No later than 4 p.m. on the 4th business day after bid opening
California Company Preference	Time of bid
Request for Small Business Preference or Non-Small Business Preference <sup>a</sup>	Time of bid
Certified Small Business Listing for the Non-Small Business Preference <sup>a</sup>	No later than 4 p.m. on the 2nd business day after bid opening

<sup>a</sup>Submit only if you choose the option or preference.

#### **2-1.33D(3)(c) Contracts without a DVBE Goal**

Reserved

#### **2-1.33D(3)(d)–2-1.33D(3)(h) Reserved**

#### **2-1.33D(4)–2-1.33D(9) Reserved**

PART 71 - 02-21-14

### **PART 72 - 2-1.34 BIDDER'S SECURITY**

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

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer
5. For an electronic bid, electronic bidder's bond by an admitted surety insurer submitted using an electronic registry service approved by the Department.

Submit cash, cashier's check, certified check, or bidder's bond to the Department at the Bidders Exchange before the bid opening time.

Submit electronic bidder's bond with the electronic bid.

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

### **PART 73 - 2-1.35–2-1.39 RESERVED**

### **PART 74 - 2-1.40 BID WITHDRAWAL**

For a paper bid:

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



For an electronic bid:

1. Bids are not filed with the Department until the date and time of bid opening.
2. A bidder may withdraw or revise a bid after it has been submitted to the electronic bidding service if this is done before the bid opening date and time.

**PART 75 - 2-1.41–2-1.42 RESERVED**

**PART 76 - 2-1.43 BID OPENING**

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

**PART 77 - 2-1.44–2-1.45 RESERVED**

**PART 78 - 2-1.46 DEPARTMENT'S DECISION ON BID**

The Department's decision on the bid amount is final.

The Department may reject:

1. All bids
2. A nonresponsive bid

**PART 79 - 2-1.47 BID RELIEF**

The Department may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to the Office Engineer. The Relief of Bid Request form is available at the Department's website.

**PART 80 - 2-1.48 RESERVED**

**PART 81 - 2-1.49 SUBMITTAL FAILURE HISTORY**

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

**PART 82 - 2-1.50 BID RIGGING**

Section 2-1.50 applies to a federal-aid contract.

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 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.

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**PART 83 - 3 CONTRACT AWARD AND EXECUTION**

02-27-15

Replace section 3-1.02 with:

PART 84 - 02-21-14

**PART 85 - 3-1.02 CONSIDERATION OF BIDS**

**3-1.02A General**

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

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

For a cost plus time based bid, the Department compares bids based on the sum of the item totals and the total bid for time.

### **3-1.02B Tied Bids**

The Department breaks a tied bid with a coin toss except:

1. If a small business bidder and a non-small business bidder request preferences and the reductions result in a tied bid, the Department awards the contract to the small business bidder.
2. If a DVBE small business bidder and a non-DVBE small business bidder request preferences and the reduction results in a tied bid, the Department awards the contract to the DVBE small business bidder.

**Replace section 3-1.03 with:**

PART 86 - 02-27-15

### **PART 87 - 3-1.03 CONTRACTOR REGISTRATION**

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

**Add to the end of section 3-1.04:**

PART 88 - 10-19-12

You may request to extend the award period by faxing a request to (916) 227-6282 before 4:00 p.m. on the last day of the award period. If you do not make this request, after the specified award period:

1. Your bid becomes invalid
2. You are not eligible for the award of the contract

**Replace the paragraph in section 3-1.11 with:**

PART 89 - 10-19-12

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

**Replace section 3-1.12 with:**

PART 90 - 01-23-15

### **PART 91 - 3-1.12 RESERVED**

**Replace section 3-1.13 with:**

PART 92 - 07-27-12

### **PART 93 - 3-1.13 FORM FHWA-1273**

For a federal-aid contract, form FHWA-1273 is included with the Contract form in the documents sent to the successful bidder for execution. Comply with its provisions. Interpret the training and promotion section as specified in section 7-1.11A.

PART 94 - 01-23-15

**Delete items 4 and 6 of the 2nd paragraph of section 3-1.18.**

**Replace "For all other contracts, the" in the 4th paragraph of section 3-1.18 with:**

PART 96 - 02-27-15

The

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## PART 97 - 4 SCOPE OF WORK

10-30-15

**Replace the 2nd paragraph of section 4-1.13 with:**

PART 98 - 10-30-15

The Department does not require you to remove warning, regulatory, or guide signs before Contract acceptance.

## PART 99 - 5 CONTROL OF WORK

10-30-15

**Add between "million" and ", professionally" in the 3rd paragraph of section 5-1.09A:**

PART 100 - 10-19-12

and 100 or more working days

**Add to the list in the 4th paragraph of section 5-1.09A:**

PART 101 - 10-19-12

9. Considering discussing with and involving all stakeholders in evaluating potential VECs

**Add to the end of item 1.1 in the list in the 7th paragraph of section 5-1.09A:**

PART 102 - 10-19-12

, including VECs

**Replace the 1st paragraph of section 5-1.09C with:**

PART 103 - 10-19-12

For a contract with a total bid over \$10 million and 100 or more working days, training in partnering skills development is required.

**Delete the 2nd paragraph of section 5-1.09C.**

**Replace "at least 2 representatives" in the 5th paragraph of section 5-1.09C with:**

PART 105 - 10-19-12

field supervisory personnel

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

PART 106 - 04-24-15

Each subcontractor must have an active and valid:

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

**Replace section 5-1.13B with:**

PART 107 - 01-23-15

#### **5-1.13B Disadvantaged Business Enterprises**

##### **5-1.13B(1) General**

Section 5-1.13B applies to a federal-aid contract.

Use each DBE as listed on the DBE Commitment form unless you receive authorization for a substitution. Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records, including:

1. Name and business address of each 1st-tier subcontractor
2. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
3. Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. Upon work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change form. Submit the form within 30 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form. Submit it within 30 days of Contract acceptance. The Department withholds \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form.

PART 108 - 04-10-15

##### **5-1.13B(2) Performance of Disadvantaged Business Enterprises**

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

DBEs must perform work or supply materials as listed on the DBE Commitment form.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or those of an affiliate, a non-DBE firm, or another DBE firm or obtain materials from other sources without authorization from the Department.

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

1. Listed DBE fails or refuses to execute a written contract based on the plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor license and the listed DBE does not have a valid license under the Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the Contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract.
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Department determines other documented good cause under 49 CFR 26.53.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 business days to respond to your notice and advise you and the Department of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

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

If the Department authorizes the termination or substitution of a listed DBE, make good faith efforts to find another DBE. The substitute DBE must (1) perform at least the same dollar amount of work as the original DBE under the Contract to the extent needed to meet the DBE goal and (2) be certified as a DBE with the work code applicable to the type of work the DBE will perform on the Contract at the time of your request for substitution. Submit your documentation of good faith efforts within 7 days of your request for authorization of the substitution. The Department may authorize a 7-day extension of this submittal period at your request. Refer to 49 CFR 26 app A for guidance regarding evaluation of good faith efforts to meet the DBE goal.

Unless the Department authorizes a request to terminate or substitute a listed DBE, the Department does not pay for work unless it is performed or supplied by the DBE listed on the DBE Commitment form. You may be subject to other sanctions under 49 CFR 26.

**Replace the paragraphs of section 5-1.13C with:**

PART 109 - 11-15-13

Section 5-1.13C applies to a non-federal-aid contract.

Use each DVBE as shown on the *Certified DVBE Summary* form unless you receive authorization from the Department for a substitution. The substitute must be another DVBE unless DVBEs are not available, in which case, you must substitute with a small business. Any authorization for a substitute is contingent upon the Department of General Services' approval of the substitute.

The requirement that DVBEs be certified by the bid opening date does not apply to DVBE substitutions after Contract award.

The Department authorizes substitutions for any of the reasons provided in 2 CA Code of Regs § 1896.73.

Include in your substitution request:

1. Copy of the written notice issued to the DVBE with proof of delivery
2. Copy of the DVBE's response to the notice
3. Name and certification number of the listed DVBE and the proposed substitute

Requests for substitutions of a listed DVBE with a small business must include documentation of the unavailability of DVBEs, including:

1. Contact with the small business/DVBE advocate from the Department and the Department of Veterans Affairs
2. Search results from the Department of General Services' website of available DVBEs
3. Communication with a DVBE community organization nearest the job site, if applicable
4. Documented communication with the DVBE and small businesses describing the work to be performed, the percentage of the total bid, the corresponding dollar amount, and the responses to the communication

The Department forwards your substitution request to the Department of General Services. The Department of General Services issues a notice of approval or denial. The Department provides you this notice.

If you fail to use a listed DVBE without an authorized substitution request, the Department issues a penalty of up to 10 percent of the dollar amount of the work of the listed DVBE.

Maintain records of subcontracts made with DVBEs. Include in the records:

1. Name and business address of each business
2. Total amount paid to each business

For the purpose of determining compliance with Pub Cont Code § 10115 et seq.:

1. Upon work completion, complete and submit *Final Report - Utilization of Disabled Veteran Business Enterprises (DVBE) State Funded Projects Only* form.
2. Upon reasonable notice and during normal business hours, permit access to its premises for the purposes of:
  - 2.1. Interviewing employees.
  - 2.2. Inspecting and copying books, records, accounts and other material that may be relevant to a matter under investigation.

**Replace "Reserved" in section 5-1.20C with:**

PART 110 - 10-19-12

If the Contract includes an agreement with a railroad company, the Department makes the provisions of the agreement available in the *Information Handout* in the document titled "Railroad Relations and Insurance Requirements." Comply with the requirements in the document.

**Replace section 5-1.20E with:**

PART 111 - 05-30-14

#### **5-1.20E Water Meter Charges**

Section 5-1.20E applies if a bid item for water meter charges is shown on the Bid Item List. The charges are specified in a special provision for section 5-1.20E.

The local water authority will install the water meters.

The charges by the local water authority include:

1. Furnishing and installing each water meter

2. Connecting to the local water authority's main water line, including any required hot tap or tee
3. Furnishing and installing an extension pipe from the main water line to the water meter
4. Sterilizing the extension pipe

Make arrangements and pay the charges for the installation of the water meters.

If a charge is changed at the time of installation, the Department adjusts the lump sum price based on the difference between the specified charges and the changed charges.

**Replace section 5-1.20F with:**

PART 112 - 05-30-14

**5-1.20F Irrigation Water Service Charges**

Reserved

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

PART 113 - 10-19-12

Submit action and informational submittals to the Engineer.

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

PART 114 - 07-19-13

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

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

PART 115 - 07-19-13

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

PART 116 - 07-19-13

10. Survey monuments

**Add to section 5-1.36C:**

PART 117 - 07-20-12

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

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

**Add to section 5-1.36:**

PART 118 - 07-19-13

**5-1.36E Survey Monuments**

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

- Do not resume work near the monument until authorized.

PART 119 - 10-19-12

PART 120 - 10-19-12

PART 121 - 10-19-12

PART 122 - 04-10-15

PART 123 - 04-24-15

- PART 124 - 10-30-15

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## PART 126 - 10-30-15

SUSANVILLE VETERAN'S MEMORIAL BUILDING ROOF REPLACEMENT



**Replace section 6-2.05C with:**

PART 127 - 04-19-13

**6-2.05C Steel and Iron Materials**

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

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

PART 128 - 10-24-15

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

PART 129 - 04-19-13

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

**Replace the 2nd paragraph of section 6-3.04 with:**

PART 130 - 10-30-15

Develop, implement, and maintain a QC program.

Prepare and maintain QC records, including:

1. Names and qualifications of:
  - 1.1. Samplers
  - 1.2. Testers
  - 1.3. Inspectors
2. Testing laboratories' identification and certifications
3. Testing equipment calibrations and certifications
4. Inspection reports
5. Sampling and testing records organized by date and type of material
6. Test results with comparison of quality characteristic requirements
7. Test results in relation to action and any suspension limits
8. Records of corrective actions and suspensions

Within 24 hours, notify the Engineer of any noncompliance identified by your QC program.

Allow the Department access to all QC records.

Submit QC test data and QC test results within 2 business days of test completion.

**Add between the 1st and 2nd paragraphs of section 6-3.05A:**

PART 131 - 10-30-15

The Department may inspect, sample, and test materials for compliance with the Contract at any time.

The Department's independent assurance program is described in the Department's *Independent Assurance Manual: Procedures for Accreditation of Laboratories and Qualification of Testers*. For the manual, go to the METS website.

**Delete "if they are available at the job site" from the 3rd paragraph of section 6-3.05A.**

**Replace "Precast concrete members specified section 11-2" in the table in section 6-3.05B with:**

PART 133 - 07-19-13

Precast concrete members specified as tier 1 or tier 2 in section 90-4.01D(1)

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## **PART 134 - 7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

07-15-16

**Replace the paragraphs in section 7-1.02I(2) with:**

PART 135 - 05-06-16

Under 2 CA Code of Regs § 11105:

1. During the performance of this contract, the recipient, contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
2. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.
3. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
4. Recipient, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
5. The contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Under 2 CA Code of Regs § 11122:

## **PART 136 - STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE SECTION 12990)**

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
  - a. "Act" means the Fair Employment and Housing Act.
  - b. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing, or any person to whom the Administrator delegates authority;

2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer members of any group protected by the Act shall excuse the contractor's obligations under these specifications, Government Code section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment.
  - b. Provide written notification within seven days to the director of the DFEH when the referral process of the union or unions with which the contractor has a collective bargaining agreement has impeded the contractor's efforts to meet its obligations.
  - c. Disseminate the contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on equal employment opportunity in the industry, ensures that the concrete benefits of the program are reflected in the contractor's workforce participation, and can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's.
8. The contractor is required to provide equal employment opportunity for all persons. Consequently, the contractor may be in violation of the Fair Employment and Housing Act (Government Code section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. The contractor shall not use the nondiscrimination standards to discriminate against any person because race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic

information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

10. The contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code section 12990.
11. The contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code section 12990 and its implementing regulations by the awarding agency. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code section 12990.
12. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

**Replace "§§ 1727 and 1770–1815" in the 1st sentence of the 1st paragraph of section 7-1.02K(1) with:**

PART 137 - 02-27-15

§ 1720 et seq.

**Add to the end of the 2nd sentence in the 1st paragraph of section 7-1.02K(1):**

PART 138 - 04-22-16

, and hauling and delivery of ready-mixed concrete.

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

PART 139 - 07-19-13

\$200

**Add between the 4th and 5th paragraphs of section 7-1.02K(3):**

PART 140 - 04-22-16

Submitted certified payrolls for hauling and delivering ready-mixed concrete must be accompanied by a written time record. The time record must include:

1. Truck driver's full name and address
2. Name and address of the factory or batching plant
3. Time the concrete was loaded at the factory or batching plant
4. Time the truck returned to the factory or batching plant
5. Truck driver's signature certifying under penalty of perjury that the information contained in this written time record is true and correct

**Replace "\$25" in the 2nd sentence in the 13th paragraph of section 7-1.02K(3) with:**

PART 141 - 07-19-13

\$100

**Add between the 1st and 2nd sentences in the 2nd paragraph of section 7-1.02K(6)(b):**

PART 142 - 10-30-15

Shop drawings of protective systems for which the Construction Safety Orders require design by a registered professional engineer must be sealed and signed by an engineer who is registered as a civil engineer in the State.

**Delete "water or" in the 9th paragraph of section 7-1.03.**

PART 143 - 05-30-14

**Add between the 9th and 10th paragraphs of section 7-1.03:**

PART 144 - 07-15-16

If a height differential of more than 0.04 foot is created by construction activities at a joint transverse to the direction of traffic on the traveled way or a shoulder subject to public traffic, construct a temporary taper at the joint with a slope complying with the requirements shown in the following table:

**Temporary Tapers**

Height differential (foot)	Slope (horizontal:vertical)	
	Taper use of 14 days or less	Taper use of more than 14 days
Greater than 0.08	100:1 or flatter	200:1 or flatter
0.04–0.08	70:1 or flatter	70:1 or flatter

For a taper on existing asphalt concrete or concrete pavement, construct the taper with minor HMA under section 39-7.02.

Grind existing surfaces to accommodate a minimum taper thickness of 0.10 foot under either of the following conditions:

1. HMA material such as rubberized HMA, polymer-modified bonded wearing course, or open-graded friction course is unsuitable for raking to a maximum 0.02 foot thickness at the edge
2. Taper will be in place for more than 14 days

For a taper on a bridge deck or approach slab, construct the taper with polyester concrete under section 15-5.06.

The completed surface of the taper must be uniform and must not vary more than 0.02 foot from the lower edge of a 12-foot straightedge when placed on its surface parallel and perpendicular to traffic.

If authorized, you may use alternative materials or methods to construct the required taper.

**Add to the end of the 10th paragraph of section 7-1.03:**

PART 145 - 10-30-15

Flagging must comply with section 12-1. The Department pays you for this work under section 12-1.04.

**Add between the 1st and 2nd sentences of the 7th paragraph of section 7-1.04:**

PART 146 - 10-30-15

Flagging must comply with section 12-1. The Department pays you for this work under section 12-1.04.

**Replace "20 days" in the 14th paragraph of section 7-1.04 with:**

PART 147 - 09-16-11

25 days

**Replace "90 days" in the 14th paragraph of section 7-1.04 with:**

PART 148 - 09-16-11

125 days

**Add between the 18th and 19th paragraphs of section 7-1.04:**

PART 149 - 09-16-11

Temporary facilities that could be a hazard to public safety if improperly designed must comply with design requirements described in the Contract for those facilities or, if none are described, with standard design criteria or codes appropriate for the facility involved. Submit shop drawings and design calculations for the temporary facilities and show the standard design criteria or codes used. Shop drawings and supplemental calculations must be sealed and signed by an engineer who is registered as a civil engineer in the State.

PART 150 - 10-30-15

**Delete "lane" in the 2nd sentence in the 27th paragraph of section 7-1.04.**

**Replace "§ 337.15" in the 3rd item in the list in the paragraph of section 7-1.06B with:**

PART 151 - 05-06-16

§ 337.1

**Add between the 1st and 2nd paragraphs of section 7-1.11A:**

PART 152 - 02-12-16

Comply with 46 CFR 381.7(a)–(b).

**Replace the 2nd paragraph of section 7-1.11A with:**

PART 153 - 07-27-12

A copy of form FHWA-1273 is included in section 7-1.11B. The training and promotion section of section II refers to training provisions as if they were included in the special provisions. The Department specifies the provisions in section 7-1.11D of the *Standard Specifications*. If a number of trainees or apprentices is required, the Department shows the number on the *Notice to Bidders*. Interpret each FHWA-1273 clause shown in the following table as having the same meaning as the corresponding Department clause:

**FHWA-1273 Nondiscrimination Clauses**

FHWA-1273 section	FHWA-1273 clause	Department clause
Training and Promotion	In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.	If section 7-1.11D applies, section 7-1.11D supersedes this subparagraph.
Records and Reports	If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.	If the Contract requires on-the-job training, collect and report training data.

**Replace the form in section 7-1.11B with:**

PART 154 - 07-20-12

NOT FOR BIDDING

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

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

#### I. GENERAL

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

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

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

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

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under



this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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



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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to 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 635) in one or more places where it is readily available to all persons concerned with the project:

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

##### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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



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

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

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

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

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

### **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

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

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

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

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

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

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## PART 155 - 8 PROSECUTION AND PROGRESS

07-15-16

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

PART 156 - 10-19-12

original working days

Replace "working days" at each occurrence in the 1st paragraph of section 8-1.02C(1) with:

PART 157 - 10-19-12

original working days

Delete the 4th paragraph of section 8-1.02C(1).

PART 158 - 04-20-12

Replace "Contract" in the 9th paragraph of section 8-1.02C(1) with:

PART 159 - 10-19-12

work

Replace the 1st paragraph of section 8-1.02C(3)(a) with:

PART 160 - 04-20-12

Submit a description of your proposed schedule software for authorization.

PART 161 - 04-20-12

Delete the last paragraph of section 8-1.02C(3)(a).

Replace section 8-1.02C(3)(b) with:

PART 162 - 10-19-12

8-1.02C(3)(b) Reserved

PART 163 - 04-20-12

Delete the 3rd paragraph of section 8-1.02C(5).

Replace "Contract" in the last paragraph of section 8-1.02C(5) with:

PART 164 - 10-19-12

original

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

PART 165 - 10-19-12

original working days

**Replace "8-1.02D(1)" in the 2nd paragraph of section 8-1.02D(1) with:**

PART 166 - 01-20-12

8-1.02C(1)

**Replace "Contract" in the 3rd paragraph of section 8-1.02D(2) with:**

PART 167 - 10-19-12

work

**Replace "Contract" in item 9 in the list in the 4th paragraph of section 8-1.02D(4) with:**

PART 168 - 10-19-12

work

**Replace "Contract completion" in the 4th paragraph of section 8-1.02D(6) with:**

PART 169 - 10-19-12

work completion

**Replace "Contract working days" in the 4th paragraph of section 8-1.02D(6) with:**

PART 170 - 10-19-12

original working days

PART 171 - 04-20-12

**Delete items 1.3 and 1.4 in the list in the 1st paragraph of section 8-1.02D(10).**

**Replace the last paragraph of section 8-1.04B with:**

PART 172 - 10-30-15

The Department does not adjust time for work performed before Contract approval.

**Replace the 1st paragraph of section 8-1.05 with:**

PART 173 - 10-30-15

Contract time starts on the earlier of the following:

1. Day you start job site activities after Contract approval
2. Last day specified to start job site activities in section 8-1.04

**Replace the 2nd paragraph of section 8-1.05 with:**

PART 174 - 10-19-12

Complete the work within the Contract time.

PART 175 - 10-19-12

**Delete "unless the Contract is suspended for reasons unrelated to your performance" in the 4th paragraph of section 8-1.05.**

**Replace the headings and paragraphs in section 8-1.06 with:**

PART 176 - 10-19-12

The Engineer may suspend work wholly or in part due to conditions unsuitable for work progress. Provide for public safety and a smooth and unobstructed passageway through the work zone during the suspension as specified under sections 7-1.03 and 7-1.04. Providing the passageway is force account work. The Department makes a time adjustment for the suspension due to a critical delay.

The Engineer may suspend work wholly or in part due to your failure to (1) fulfill the Engineer's orders, (2) fulfill a Contract part, or (3) perform weather-dependent work when conditions are favorable so that weather-related unsuitable conditions are avoided or do not occur. The Department may provide for a smooth and unobstructed passageway through the work during the suspension and deduct the cost from payments. The Department does not make a time adjustment for the suspension.

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

**Replace the 1st sentence in the 1st paragraph of section 8-1.07B with:**

PART 177 - 10-19-12

For a critical delay, the Department may make a time adjustment.

**Add to the end of section 8-1.07C:**

PART 178 - 10-30-15

The Department does not make a payment adjustment for overhead incurred during non-working days of additional construction seasons experienced by reason of delay.

**Replace the 1st paragraph of section 8-1.07C with:**

PART 179 - 10-19-12

For an excusable delay that affects your costs, the Department may make a payment adjustment.

**Replace "8-1.08B and 8-1.08C" in the 1st paragraph of section 8-1.10A with:**

PART 180 - 08-05-11

8-1.10B and 8-1.10C

PART 181 - 07-15-16

**Replace section 8-1.10D with:**

PART 216 - 10-19-12

AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA

10-30-15

PART 218 - 07-19-13

- Replace item 1 in the 3rd paragraph of section 9-1.03 with:**

PART 219 - 01-18-13

- 105 -  
BID BOOK  
FOR

Replace "10" in the last paragraph of section 9-1.03 with:

PART 220 - 01-23-15

7

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

PART 221 - 10-19-12

for

Add to the end of section 9-1.04A:

PART 222 - 10-19-12

For nonsubcontracted work paid by force account for a contract with a TRO bid item, the markups are those shown in the following table instead of those specified in sections 9-1.04B–D:

Cost	Percent markup
Labor	30
Materials	10
Equipment rental	10

Replace the heading and the 1st paragraph of section 9-1.04D(3) with:

PART 223 - 01-23-15

**9-1.04D(3) Equipment Not On the Job Site and Not Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and not required for original Contract work, the time paid is the time the equipment is operated to perform work paid by force account and the time to return the equipment to its source when the work paid by force account is completed.

Replace item 2 in the 3rd paragraph of section 9-1.04D(3) with:

PART 224 - 01-23-15

2. Operated less than 4 hours is paid as 1/2 day

Replace section 9-1.04D(4) with:

PART 225 - 01-23-15

**9-1.04D(4) Equipment Not On the Job Site and Required for Original Contract Work**

For equipment not on the job site at the time required to perform work paid by force account and required for original Contract work, the time paid is the time:

1. To move the equipment to the location of work paid by force account plus an equal amount of time to move the equipment to a location on the job site or its source when the work paid by force account is completed
2. Equipment is operated to perform work paid by force account

PART 226 - 04-20-12

Delete ", Huntington Beach," in the 3rd paragraph of section 9-1.07A.

Replace the formula in section 9-1.07B(2) with:

PART 227 - 04-20-12

$$Q_h = HMATT \times X_a$$

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

PART 228 - 04-20-12

total weight of HMA

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

PART 229 - 04-20-12

$$Q_{rh} = RHMATT \times 0.80 \times X_{arb}$$

Replace "weight of dry aggregate" in the definition of the variable  $X_{arb}$  in section 9-1.07B(3) with:

PART 230 - 04-20-12

total weight of rubberized HMA

Replace the heading of section 9-1.07B(4) with:

PART 231 - 04-20-12

**Hot Mix Asphalt with Modified Asphalt Binder**

Add between "in" and "modified" in the introductory clause of section 9-1.07B(4):

PART 232 - 04-20-12

HMA with

Replace the formula in section 9-1.07B(4) with:

PART 233 - 04-20-12

$$Q_{mh} = MHMATT \times [(100 - X_{am}) / 100] \times X_{mab}$$

Replace "weight of dry aggregate" in the definition of the variable  $X_{mab}$  in section 9-1.07B(4) with:

PART 234 - 04-20-12

total weight of HMA

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

PART 235 - 04-20-12

$$Q_{rap} = HMATT \times X_{aa}$$



**Replace "weight of dry aggregate" in the definitions of the variables  $X_{aa}$  and  $X_{ta}$  in section 9-1.07B(5) with:**

PART 236 - 04-20-12

total weight of HMA

**Add after the variable definitions in section 9-1.07B(9):**

PART 237 - 04-20-12

The quantity of extender oil is included in the quantity of asphalt.

**Replace the headings and paragraphs in section 9-1.11 with:**

PART 238 - 10-19-12

#### **9-1.11A General**

Section 9-1.11 applies if a bid item for time-related overhead is included in the Contract. If a bid item for time-related overhead is included, you must exclude the time-related overhead from every other bid item price.

#### **9-1.11B Payment Quantity**

The TRO quantity does not include the number of working days to complete plant establishment work.

For a contract with a TRO lump sum quantity on the Bid Item List, the Department pays you based on the following conversions:

1. LS unit of measure is replaced with WDAY
2. Lump sum quantity is replaced with the number of working days bid
3. Lump sum unit price is replaced with the item total divided by the number of working days bid

#### **9-1.11C Payment Inclusions**

Payment for the TRO bid item includes payment for time-related field- and home-office overhead for the time required to complete the work.

The field office overhead includes time-related expenses associated with the normal and recurring construction activities not directly attributed to the work, including:

1. Salaries, benefits, and equipment costs of:
  - 1.1. Project managers
  - 1.2. General superintendents
  - 1.3. Field office managers
  - 1.4. Field office staff assigned to the project
2. Rent
3. Utilities
4. Maintenance
5. Security
6. Supplies
7. Office equipment costs for the project's field office

The home-office overhead includes the fixed general and administrative expenses for operating your business, including:

1. General administration
2. Insurance
3. Personnel and subcontract administration
4. Purchasing
5. Accounting
6. Project engineering and estimating

Payment for the TRO bid item does not include payment for:

1. The home-office overhead expenses specifically related to:
  - 1.1. Your other contracts or other businesses
  - 1.2. Equipment coordination
  - 1.3. Material deliveries
  - 1.4. Consultant and legal fees
2. Non-time-related costs and expenses such as mobilization, licenses, permits, and other charges incurred once during the Contract
3. Additional overhead involved in incentive/disincentive provisions to satisfy an internal milestone or multiple calendar requirements
4. Additional overhead involved in performing additional work that is not a controlling activity
5. Overhead costs incurred by your subcontractors of any tier or suppliers

#### **9-1.11D Payment Schedule**

For progress payments, the total work completed for the TRO bid item is the number of working days shown for the pay period on the *Weekly Statement of Working Days*.

For progress payments, the Department pays a unit price equal to the lesser of the following amounts:

1. Price per working day as bid or as converted under section 9-1.11B.
2. 20 percent of the total bid divided by the number of original working days

For a contract without plant establishment work, the Department pays you the balance due of the TRO item total as specified in section 9-1.17B.

For a contract with plant establishment work, the Department pays you the balance due of the TRO item total in the 1st progress payment after all non-plant establishment work is completed.

#### **9-1.11E Payment Adjustments**

The 3rd paragraph of section 9-1.17C does not apply.

The Department does not adjust the unit price for an increase or decrease in the TRO quantity except as specified in section 9-1.11E.

Section 9-1.17D(2)(b) does not apply except as specified for the audit report below.

If the TRO bid item quantity exceeds 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B, the Engineer may adjust or you may request an adjustment of the unit price for the excess quantity. For the adjustment, submit an audit report within 60 days of the Engineer's request. The report must be prepared as specified for an audit report for an overhead claim in section 9-1.17D(2)(b).

Within 20 days of the Engineer's request, make your financial records available for an audit by the State for the purpose of verifying the actual rate of TRO described in your audit. The actual rate of TRO described is subject to the Engineer's authorization.

The Department pays the authorized actual rate for TRO in excess of 149 percent of the quantity shown on the Bid Item List or as converted under section 9-1.11B.

The Department pays for 1/2 the cost of the report; the Contractor pays for the other 1/2. The cost is determined under section 9-1.05.

**Replace the paragraphs of section 9-1.16D with:**

PART 239 - 07-19-13

#### **9-1.16D(1) General**

Section 9-1.16D applies if a bid item for mobilization is shown on the Bid Item List.

Payments for mobilization made under section 9-1.16D are in addition to the partial payments made under Pub Cont Code § 10261.

Section 9-1.16D(2) applies unless the Contract includes a special provision for section 9-1.16D(1) that specifies section 9-1.16D(3) applies.

PART 240 - 11-15-13

**9-1.16D(2) Mobilization for Projects Except for Those Over Water Requiring Marine Access**

PART 241 - 07-19-13

The Department makes partial payments for mobilization under Pub Cont Code § 10264(a) except the amount of work completed does not include the amount earned for mobilization. The partial payment amount is reduced by a prorated amount bid in excess of the maximum allowed under Pub Cont Code § 10264(a)(5).

The Department pays the item total for mobilization in excess of the maximum allowed under Pub Cont Code § 10264(a)(5) in the 1st payment after Contract acceptance.

**9-1.16D(3) Mobilization for Projects Over Water Requiring Marine Access**

The Department makes partial payments for mobilization under Pub Cont Code § 10264(b) except the amount of work completed does not include the amount earned for mobilization. The partial payment amount is reduced by a prorated amount bid in excess of the maximum allowed under Pub Cont Code § 10264(b)(6).

The Department pays the item total for mobilization in excess of the maximum allowed under Pub Cont Code § 10264(b)(6) in the 1st payment after Contract acceptance.

**Add to the end of the 2nd paragraph of section 9-1.16E(1):**

PART 242 - 10-30-15

except as specified in section 9-1.16E(3)

PART 243 - 10-19-12

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

**Add to the end of the 1st sentence of the 1st paragraph of section 9-1.16E(3):**

PART 244 - 10-30-15

except as specified below for the failure to submit a document during the last estimate period

**Add to the end of section 9-1.16E(3):**

PART 245 - 10-30-15

During the last estimate period, if you fail to submit a document as specified, the Department withholds \$10,000 for each document. The Department returns the withhold within 30 days after receipt of the document.

**Replace the 1st paragraph of section 9-1.16E(4) with:**

PART 246 - 10-30-15

The Department withholds payments to cover claims filed under Civ Code § 9000 et seq.

**Replace "2014" in the 1st paragraph of section 9-1.16F with:**

PART 247 - 10-19-12

2020

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

PART 248 - 10-19-12

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

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

PART 249 - 10-19-12

proposed

**Replace the 1st sentence in the 6th paragraph of section 9-1.17D(2)(b) with:**

PART 250 - 07-19-13

The CPA's audit must be performed as an examination-level engagement under the attestation engagements in the *Government Auditing Standards* published by the Comptroller General of the United States.

NOT FOR BIDDING

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**APPENDIX A: STATE GENERAL PREVAILING WAGE DETERMINATIONS**

CAN BE FOUND AT THE FOLLOWING WEBSITE:

[Director's General Prevailing Wage Determinations \(ca.gov\)](http://www.dir.ca.gov/dwr/)