

State of California
County of Tuolumne
Community Resources Agency

August 2017



Notice to Bidders, Special Provisions,
Proposal, and Contract (Bid Book)

Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674
Federal Aid No. BPMP-5932(077)

For use in connection with State of California Department of Transportation
Standard Specifications and Standard Plans dated 2015,
Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

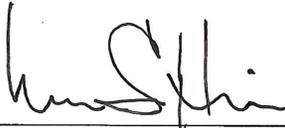
For an electronic version of this document, go to: <http://www.tuolumnecounty.ca.gov>
(Click on "Bids, RFP's & RFQ's" in the Business section)

Copy No. _____

Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674
Federal Aid No. BPMP-5932(077)

The special provisions contained herein have been prepared by or under the direction of the following Registered Person(s).

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN THAT sealed bids will be received in the office of the Tuolumne County Community Resources Agency at the A.N. Francisco Building, Fourth Floor, 48 West Yaney Avenue, (mail: 2 South Green Street) Sonora, California 95370 until **2:00 p.m. on September 7, 2017 (“Bid Date”)** after which said bids will be publicly opened and read in the Third Floor Conference Room at 48 West Yaney Avenue, in accordance with the contract documents referred to as:

Tuolumne County Bridge Preventative Maintenance Project Contract No. 1674 - Federal Aid No. BPMP-5932(077)

Any bid received after the time and date listed above will be returned unopened. Bids are required for the entire work described in accordance with the provisions of the contract documents on the proposal forms furnished therein, and in accordance with these Special Provisions and with the Standard Specifications and Standard Plans published by the State of California Department of Transportation (Caltrans), dated 2015.

DESCRIPTION OF WORK: The work to be done consists, in general, of treat bridge deck (methacrylate), place polyester concrete overlay, repair of concrete spalls, replace bridge railing, replace joint seals, replace asphalt concrete bridge approaches, and repair to existing erosion control measures.

The Engineer’s Estimate for this project is \$452,000.

The DBE contract goal for this project is: 14.67%

PRE-BID INFORMATION AND COMMUNICATIONS: A mandatory pre-bid meeting will be scheduled on August 29, 2017 at 10:00 in the A.N. Francisco Building, Third Floor Conference Room, located at 48 Yaney Avenue, Sonora, California. Bidders shall address any questions in writing to the County. The County will post the questions received, along with written responses, to the County website, www.tuolumnecounty.ca.gov, (click on “Bids, RFPs & RFQs” in the Business Section). **It is the responsibility of the bidder to check the County website to review the questions and responses.** Except for questions that might render the award of this contract invalid, the County will not respond to any questions submitted five days prior to the Bid Date. Any oral responses to questions are not binding on the County. Any communications relative to this project should be directed in writing to:

Blossom Scott-Heim, P.E.
Community Resources Agency
2 South Green Street
Sonora, CA 95370
bscott-heim@co.tuolumne.ca.us

CONTRACT DOCUMENTS: Plans, specifications, proposal forms, and reduced plans for bidding this project may be examined or obtained at the Community Resources Agency at the A.N. Francisco Building, Fourth Floor, 48 West Yaney Avenue, (mail: 2 South Green Street) Sonora, California 95370 until 4:00 p.m. weekdays or by calling 209-533-5633. A non-refundable charge of \$20.00 will be made for each set of specifications and half size plans. A non-refundable charge of \$40.00 will be made for each set of full size plans.

For an electronic version of this Bid Book, go to: <http://www.tuolumnecounty.ca.gov> (Click on “Bids, RFP’s & RFQ’s” in the Business section). Bidders must submit bids on proposal forms purchased from the County of Tuolumne Community Resources Agency.

UNFAIR ADVANTAGE: No contractor which has provided design services for a project shall be eligible to submit a proposal for the contract to construct the project or to subcontract for any portion of the work. The County reserves the right to determine eligibility on a case-by-case basis.

COMPLETION OF WORK: The Bidder is referred to Section 8, “Prosecution and Progress,” of these Special Provisions which allows **one hundred fifteen (115) working days** for completion of the work. Liquidated damages of **three thousand, two hundred dollars (\$3,200) per calendar day** will be assessed for each day of delay in completion of the work.

QUANTITY OF WORK: The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The County of Tuolumne does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

BID SECURITY: All bids shall be accompanied by cash or a certified or cashier’s check payable to the order of the County of Tuolumne amounting to ten percent (10%) of the bid or a bond in said amount payable to the County as liquidated damages. Said amount shall be retained by, or said bond shall become payable to, the County if the bidder depositing same does not, within ten (10) working days after written notice that the contract has been awarded to it, enter into a contract with the County.

BONDS: The successful bidder shall furnish a payment bond and a performance bond, each in the amount of one hundred (100) percent of the contract price, and a maintenance warranty bond in an amount equal to twenty five (25) percent of the contract price.

ADDENDUMS TO BID DOCUMENTS: The Engineer may issue addendums to the project plans and specifications as he deems necessary to modify the project documents prior to opening of bids. Addendums will be in writing and may modify the content of the project documents as well as the date that bids are accepted by the County. The County will post any issued addenda to the County website, www.tuolumnecounty.ca.gov, (click on “Bids, RFPs & RFQs” in the Business Section). It is the responsibility of the bidder to check for any addenda.

LOCAL VENDORS: The County encourages bidders to consider using local vendors when putting together their proposals. Be advised that the inclusion or exclusion of local vendors will not be taken into consideration when the County reviews the submitted bid proposals.

CONTRACTOR LICENSE REQUIRED: The successful bidder, before contract award, shall possess a current Class A Contractor license or any combination of the following Class C Contractor licenses which constitutes a majority of the work: C-8, C12. Contractor license shall be issued by the State of California Licensing Board. Failure of the bidder to obtain the required license before award of the contract shall constitute a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

NON-DISCRIMINATION AND DISADVANTAGED BUSINESS ENTERPRISE (DBE): 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.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

Bidders are advised that Section 2, "Bidding," under subsection titled "Disadvantaged Business Enterprises (DBE)," and Section 8, "Prosecution and Progress," of these Special Provisions cover the DBE requirements.

WAGE RATES: 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 wages are set forth in the General Prevailing Wage Rates for this project, available at the County of Tuolumne Community Resources Agency and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>.

The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are available at <http://www.dot.ca.gov/hq/esc/oe/federal-wages>. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of the contract documents. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the Bid Book. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or

other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DIR REGISTRATION AND NOTICE: To be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract subject to Labor Code section 1720, contractors and subcontractors must be registered with the Department of Industrial Relations. Please see <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

The County is required to provide notice to DIR of any public work contract subject to prevailing wages within five (5) days of the award.

BUY AMERICA REQUIREMENT: Attention is directed to the "Buy America" requirements of Title 23 United States Code, Section 313 and the regulations adopted pursuant thereto.

PAYMENT RETENTION: Upon the Contractor's request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the County, securities eligible for the investment of State of California funds under Government Code section 16430 or bank or savings and loan certificates of deposit in accordance with the conditions of the Special Provisions.

AWARD OF CONTRACT: The award of the contract, if it is to be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated to the satisfaction of the County, good faith effort to do so. Such award, if made, will be made within sixty (60) days after the opening of the proposals, unless an extension is agreed to by the lowest responsible bidder. The award of the contract will be subject to the availability of funds. The County of Tuolumne reserves the right to reject any or all bids and to waive any irregularities in the bidding.

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

Alicia Jamar

Alicia Jamar
Chief Deputy Clerk of the Board of Supervisors

Dated: August 15, 2017

Published: August 18, 2017

Second Publication Date: August 25, 2017

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ORGANIZATION

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

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

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

With regard to any Sections in these Special Provisions listed as “Not Modified,” the Contractor’s attention is directed to the corresponding sections of the *Standard Specifications*.

DIVISION I GENERAL PROVISIONS

^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^^

1 GENERAL

Attention is directed to the provisions of Section 1, “General,” of the Standard Specifications and these Special Provisions for the general rules of interpretation.

Add to Section 1-1.01, “General”:

The work embraced herein shall be done in accordance with the Standard Specifications dated 2015, and the Standard Plans dated 2015, of the California Department of Transportation insofar as the same may apply and in accordance with the following 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 such conflicting portions.

Revisions to the Standard Specifications set forth in these Special Provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.02, “Contract Components,” of the Standard Specifications. Whenever either the phrase “Standard Specifications is revised” or the term “Standard Specifications are revised” is used in these Special Provisions, the indented text or table following the term shall be considered a revision to the Standard Specifications.

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

Revise the following definitions in Section 1-1.07B, “Definitions” to mean:

Necessary substitutions of the legal entities in the Standard Specifications and Standard Plans shall be hereafter noted. The intent and meaning of the terms in the proposal, contract and other contract documents shall be interpreted accordingly as follows:

ATTORNEY GENERAL – Shall mean the County Counsel of the County of Tuolumne.

BOARD OF SUPERVISORS – Shall mean the Board of Supervisors of the County of Tuolumne.

CONTRACT/CONTRACT DOCUMENTS – Shall mean the written and executed contract between the County of Tuolumne and the Contractor.

COUNTY - Shall mean the County of Tuolumne.

DEPARTMENT/DEPARTMENT OF TRANSPORTATION - Shall mean the County of Tuolumne.

DISTRICT - Shall mean the County of Tuolumne.

DIRECTOR/DIRECTOR OF TRANSPORTATION - Shall mean the County of Tuolumne Community Resources Agency Deputy Director of Roads or his authorized representative.

ENGINEER/OFFICE ENGINEER - Shall mean the County of Tuolumne Community Resources Agency Deputy Director of Roads or his authorized representative.

HOLIDAY – Holiday shown in the following table:

Every Sunday	Every Sunday
New Year’s Day	January 1 st
Martin Luther King, Jr. Day	3 rd Monday in January
President’s Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving Day	Day after Thanksgiving Day
Day before Christmas	December 24 th
Christmas Day	December 25 th

If a fixed holiday falls on a Sunday, the Monday following is a holiday. If December 24th falls on a Sunday, the Tuesday following is a holiday.

MAY - “MAY” is permissive.

MUST - "MUST" is mandatory.

SHALL - “SHALL” is mandatory.

Replace Section 2-1.02, “Bid Ineligibility” with:

A firm that has provided architectural or engineering services to the County 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
-

Replace Section 2-1.03, “Contractor Registration” with:

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No contract will be entered into without proof of the contractor’s and subcontractors’ current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the project. To this end, bidder shall sign and submit with its proposal the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the proposal non-responsive. In addition, each bidder shall provide the registration number for each listed subcontractor in the space provided in the List of Subcontractors form.

Replace Section 2-1.04, “Prebid Outreach Meeting” with:

The County will conduct a mandatory pre-bid meeting for this contract. The purpose of the meeting is to provide small businesses the opportunity to meet and interact with prospective bidders and increase their participation in the performance of contracts.

Each bidder shall attend the mandatory pre-bid meeting. The bidder's representative shall be a company officer, project superintendent, or project estimator. For a joint venture, one of the parties shall attend the mandatory pre-bid meeting. The County will not accept a bid from a bidder who did not attend the meeting.

A sign-up sheet shall be used to identify the attendees. Each bidder is required to include the name and title of the company representative attending the mandatory pre-bid meeting.

The County may hold a single pre-bid meeting for more than one contract. Sign the sign-up sheet for the contract you intend to bid on. If you are bidding on multiple contracts, sign each sign-up sheet for each contract you intend to bid on. The sign-in sheets, with the names of all companies in attendance at each prebid meeting, will be made available at the website shown on the *Notice to Bidders* for bidder inquiries.

The successful bidder is required to report each small business hired to work on this contract as a result of the mandatory pre-bid meeting.

Add Section 2-1.05, “Requirements”:

2-1.05A Public Contract Code

The Contractor shall complete and endorse of the following Public Contract Code requirements:

- Public Contract Code section 10285.1 Statement
- Public Contract Code section 10162 Questionnaire
- Public Contract Code section 10232 Statement
- Non-collusion Declaration, Title 23, United States Code, section 112, and Public Contract Code section 7106. Signing the proposal also constitutes signature of the Noncollusion Declaration.
- Equal Employment Opportunity Certification

2-1.05B Addenda

Any addenda issued by the Engineer during the time of bidding, or forming a part of the documents issued to the bidder for preparation of its bid, shall be covered in the bid and shall be a part of the contract. Receipt of all addenda shall be acknowledged on the bid proposal form in the space provided therefor. The County will post any issued addenda to the County website, www.tuolumnecounty.ca.gov, (click on “Bids, RFPs & RFQs” in the Business Section). It is the responsibility of the bidder to check for any addenda.

2-1.05C Federal Lobbying Restrictions

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

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

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the proposal. Standard Form - LLL, “Disclosure of Lobbying Activities,” with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal also constitutes signature of the certification.

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

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

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

Replace Section 2-1.06, “Bid Documents” with:

The Notice to Bidders and Special Provisions includes the Notice to Bidders, Revised Standard Specifications, and these Special Provisions.

Plans, specifications and proposal forms for bidding this project may be examined or obtained at the County of Tuolumne Community Resources Agency, located at 48 West Yaney Avenue (mail to: 2 S. Green St.), Sonora, California 95370 (209-533-5633).

Bidders shall submit bids on proposal forms purchased from the County of Tuolumne Community Resources Agency.

Add to Section 2-1.10, “Subcontractor List”:

The bidder shall list in the Bid book the name, the location of the place of business, the California contractor license, and DIR registration number of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The bidder’s attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors, as required herein, is included in the proposal.

Add to Section 2-1.12, “Disadvantage Business Enterprise (DBE)”:

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

Delete Section 2-1.15, “Disabled Veteran Business Enterprises” in its entirety

Delete Section 2-1.27, “California Companies” in its entirety

Replace Section 2-1.33A, “General” with:

Complete the forms in the Bid Book.

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

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 County either before opening bids or with the bid. Otherwise, the bid may be nonresponsive.

Delete Section 2-1.33B, "Electronic Bids" in its entirety

Replace Section 2-1.33D(2)(b), "Contracts with a DBE Goal" with:

The Bid Book includes forms specific to the contract. The deadlines for the submittal of the forms are listed in the table below.

Bid Form Submittal Schedule

Form	Submittal deadline
Bid to the County	Time of bid
Subcontractor List	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

Replace Section 2-1.34, "Bidder Security" with:

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

1. Cash
2. Cashier's check
3. Certified check
4. Signed bidder's bond by an admitted surety insurer

Bid bonds shall be underwritten by an admitted surety and the surety shall comply with the provisions of California Code of Civil Procedure section 995.630. Bid bonds shall be accompanied by a certificate of authority as provided for by California Code of Civil Procedure section 995.640(b). The County reserves the right to satisfy itself as to the acceptability of the surety. The following documents shall be submitted with the bonds:

County reserves the right to increase or decrease the amount of any class of work as may be deemed necessary and as stated in Section 9-1.06.

When the Bid for the work is to be submitted on a lump sum basis, a single lump sum price must be submitted in the appropriate place. The total amount to be paid the contractor must be the amount of the lump sum in the Bid, as adjusted for additions or deletions resulting from changes in construction. After award of Contract, the contractor will break down and submit the lump sum Bid into unit prices for the various portions to be completed.

Replace Section 3-1.04, “Contract Award” with:

Any bidder submitting a bid proposal to the County may file a protest of the County’s intent to award the contract provided that each and all of the following are complied with:

- A. The bid protest is in writing;
- B. The bid protest is filed and received by the Clerk of the Board of Supervisors not more than five (5) calendar days following the date of issuance of the County’s Notice of Intent to Award the Contract; and
- C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming with the foregoing shall be rejected by the County as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the County Engineer or such individual(s) as may be designated by him, shall review and evaluate the basis of the bid protest. Either the County Engineer or other individual designated by him shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The County Board of Supervisors will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the County Engineer or his designee.

Action by the County Board of Supervisors relative to a bid protest shall be final and not subject to appeal or reconsideration by the County, any employee or officer of the County or the County Board of Supervisors. The rendition of a written statement by the County Engineer or his designee and action by the County Board of Supervisors to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the County’s intent to award the contract, the County’s disposition of any bid protest or the County’s decision to reject all bid proposals. In the event that any such legal or equitable proceedings are instituted and the County is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

Bid protests are to be delivered to the following address:

County of Tuolumne
Board of Supervisors
2 South Green Street
Sonora, CA 95370

The award of the contract is subject to the availability of funds.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The award of contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and will be made within sixty (60) days of bid opening, unless an extension is agreed to by the lowest responsible bidder.

Replace Section 3-1.05, "Contract Bonds (Pub Contract Code §§ 10221 and 10222)" in its entirety with:

The successful bidder shall furnish three bonds:

1. Payment bond, to secure the payment of claims of laborers, workers, mechanics or material men providing goods, labor, or services under the contract. This bond must be equal to at least 100 percent of the total bid.
2. Performance bond shall guarantee the faithful performance of the contract. This bond must be equal to at least 100 percent of the total bid.
3. Maintenance warranty bond shall continue for one year after acceptance of the work by the Board of Supervisors. This bond must be equal to at least 25 percent of the total bid.

The form for each bond is included after the sample contract.

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

The following documents shall be submitted with the bonds:

- A. The original, or certified copy, of the un-revoked appointment, power of attorney, bylaws or other instrument authorizing the person who executed the bond to do so.
- B. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
- C. Certification 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.

Add to Section 3-1.06, “Contractor’s License”:

Prior to award of the contract, the Contractor shall possess a current Class A Contractor license or any combination of the following Class C Contractor licenses which constitutes a majority of the work: C-8, C12. Contractor License shall be issued by the State of California Contractor’s Licensing Board. Failure of the bidder to obtain the required license before award of the contract constitutes a failure to execute the contract and shall result in the forfeiture of the security of the bidder.

Add to Section 3-1.07, “Insurance Policies”:

Attention is directed to Section 7-1.06, “Insurance,” of these Special Provisions for the requirements and conditions relating to insurance.

Replace Section 3-1.13, “Form FHWA-1273” in its entirety with:

Form FHWA-1273 is included in the Contract.

Add to Section 3-1.18, “Contract Execution”:

The successful bidder must sign the Contract form.

Deliver to the County of Tuolumne, Community Resources Agency at 2 South Green Street Sonora CA 95370:

- 1. Signed Contract form, including the attached form FHWA-1273
- 2. Contract bonds
- 3. Documents identified in section 3-1.07

The County must receive these documents before the 10th business day after the bidder receives the contract.

The bidder's security may be forfeited for failure to execute the contract within the time specified (Pub Contract Code §§ 10181, 10182, and 10183).

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4 SCOPE OF WORK

Attention is directed to the provisions of Section 4, “Scope of Work,” of the Standard Specifications and these Special Provisions for the requirements and conditions related to the scope of work.

Add to Section 4-1.03, “Work Description”:

Payment for the work shall be considered as the price of various bid items shown in Exhibit A (Bid Schedule), and paid in accordance with the Standard Specifications and these Special Provisions, as applicable.

The Contractor shall submit details for any proposed maintenance or construction procedures that differ substantially from those set forth in the contract documents. The Contractor shall not use any alternative procedures, except as authorized by an approved change order.

Replace Section 4-1.06B, “Contractor’s Notification” in its entirety with:

Provide notification in writing promptly and before disturbing affected area for any of the following:

1. Subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract.
2. Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as included in the work provided for in the contract are encountered at the site.

Upon written notification the Engineer will investigate the conditions, and if the Engineer determines the conditions materially differ and cause an increase or decrease in the cost or item required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified. The Engineer will notify you of his determination whether or not an adjustment of the contract is warranted.

You will be allowed 15 days from notification of determination to file a notice of potential claim as allowed under Section 5-1.43, otherwise the Engineer's determination will be deemed to have been accepted by you as correct.

The notice of potential claim must state how your position differs from the Engineer's determination and you must provide any additional information obtained by you, including but not limited to additional geotechnical data. Supplementary information, obtained by you subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

No contract adjustment which results in a benefit to you will be allowed unless you provide the required written notice.

Any contract adjustment warranted due to differing site conditions will be made under the provisions in Section 4-1.05.

Add to Section 4-1.13, “Cleanup”:

The Contractor shall leave the job site neat and presentable after each working day. All materials, equipment, tools etc. shall be properly secured to provide public safety to nearby building for public uses.

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5 CONTROL OF WORK

Attention is directed to the provisions of Section 5, "Control of Work," of the Standard Specifications and these Special Provisions for the requirements and conditions related to the control of work.

Add to Section 5-1.02, "Contract Components":

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

Add to Section 5-1.03, "Engineer's Authority":

The Contractor is authorized to take direction only from the Engineer or his Designated Project Representative(s) who shall be named by the Engineer prior to the start of work.

Add to Section 5-1.09, "Partnering":

The Contractor may request the formation of a "Partnering" relationship as specified in Section 5-1.09, "Partnering," of the Standard Specifications.

The establishment of a "Partnering" relationship is subject to approval by the Engineer and will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

Add to Section 5-1.13A, "Subcontracting":

Attention is directed to the provisions of Section 5-1.13, "Subcontracting," of the Standard Specifications. Attention is also directed to the provisions of Section 2, "Bidding," and Section 3, "Contract Award and Execution," of the Standard Specifications and these Special Provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at <http://www.dir.ca.gov/dlse/debar.html>.

Your subcontractors will perform the work and supply the materials they are listed for unless you have prior written authorization to perform the work with other forces or obtain the materials from other sources.

Notify the Engineer of any changes to the DBE participation prior to the start of the DBE contractor's work.

Replace the fifth paragraph in Section 5-1.13A, “General” with:

Perform work equaling at least 50 percent of the value of the original total bid with your employees and with equipment you own or rent, with or without operators.

Add to Section 5-1.13J, “Prompt Progress Payment to Subcontractors”:

A prime contractor or subcontractor shall pay any subcontractor not later than seven (7) days of receipt of each progress payment in accordance with the provisions in Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors. The 7-day period is applicable unless a longer period is agreed to in writing. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE subcontractors.

Add to Section 5-1.13K, “Prompt Payment of Funds Withheld to Subcontractors”:

The Contractor shall return all moneys withheld in retention from the subcontractor within thirty (30) days after receiving payment for work satisfactorily complete, even if the other contract work is not completed and has not been accepted in conformance with Section 5-1.46, “Final Inspection and Contract Acceptance,” of the Standard Specifications. Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may take place only for good cause and with the County’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. Those requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

Add to Section 5-1.16, “Representative”:

The Contractor shall personally supervise the work under the contract or shall designate in writing to the County the name of its representative who shall at all times be present at the site of the work. The authorized representative shall have full authority to direct the work and shall receive and obey orders from the County. The Contractor shall provide the County one (1) week’s written notice of change to authorized representative.

Add to Section 5-1.20B(1), “General”:

County Encroachment Permit

Prior to starting work within the County of Tuolumne’s right-of-way, the Contractor will be required to obtain an Encroachment Permit through the Community Resources Agency.

Encroachment permit fees are waived.

Full compensation for conforming to the requirements in this permit is included in the payment for the bid items and no additional compensation will be allowed.

Add to Section 5-1.20B(4), “Contractor-Property Owner Agreement”:

The Contractor shall secure, at its own expense, any area required for plant sites, storage of equipment or materials, or for other purposes if sufficient area is not available to it within the project limits. Full compensation for arranging, developing and final cleanup of the site is included in the payment for the bid items and no additional compensation will be allowed.

Add to Section 5-1.23A, “General”:

Within ten (10) days after executing the contract, but not less than fourteen (14) days before materials are scheduled to be ordered or incorporated into the work, the Contractor shall submit mix designs with supporting test data, required engineering calculations, public notifications, traffic control plans, construction schedule, product literature, material samples, etc., as required in the specifications and by the Engineer, for review by the County.

Shop drawings shall be submitted at least twenty-one (21) calendar days before approved drawings will be required for the work. Longer review periods may be required for structural components. Submitted materials, layouts, methods and equipment shall not be used in the work until favorably reviewed by the Engineer. Shop drawings shall comply with Section 5-1.23B(2), “Shop Drawings,” of the Standard Specifications.

The Contractor shall submit four (4) copies of shop drawings, product literature, etc. as required by the Engineer. Submittals will be marked as follows:

NET - No Exceptions Taken.

MCN - Make Corrections Noted – same as NET except minor corrections shall be made by the Contractor. No re-submittal required.

AR – Revise and Resubmit – major inconsistencies or errors to be resolved or corrected.

RR – Rejected – Resubmit – does not conform with plans or specifications.

NET and MCN are considered favorable. Favorable review will not constitute acceptance of any responsibility for the accuracy, coordination and completeness of the shop drawings or information presented. Accuracy, coordination, and completeness of all submittals shall be the sole responsibility of the Contractor, including responsibility to back check comments, corrections, and modifications.

All submittals shall be marked in the **lower right hand corner** of the first page in the following format:

Submittal Number - bid item, material, specification section, and date.

Example: Submittal 1 – Item #6, Concrete, Section 10-1.24, 1/1/2017

The Contractor shall not begin work until the required submittals have been submitted and approved by the Engineer. If the Contractor fails to submit the necessary documentation within the time set forth above, the County may cancel the contract, and all obligations thereunder shall be null and void.

All materials approved by the County on the basis of manufacturer's data may be sampled and tested at any time during the life of the contract. Approval of the submittals shall not relieve the Contractor of responsibility for using material in the work which conforms to the contract requirements. Any material not conforming to contract requirements will be subject to rejection whether in place or not.

Add Section 5-1.23D, "As-Built Drawings":

The Contractor shall maintain one (1) set of full size prints and mark thereon any deviations from plan dimensions, elevations, or orientations, and shall submit same in good condition to the County upon completion of the work as a condition of acceptance of the project. Marked prints shall be updated at least once each week and shall be available to the County for review as to the accuracy prior to developing progress payment estimates.

Replace Section 5-1.26, "Construction Surveys" in its entirety with:

Existing survey control points are as shown on the plans. The Contractor must, at its expense, establish temporary horizontal and vertical control based on the existing points, which shall become the basis for the project construction staking. All staking, grade setting, surveying or stationing shall be performed under the supervision of a licensed land surveyor or civil engineer registered in the State of California. Copies of cut sheets shall be provided to the County.

The Contractor shall provide a competent person in its employ during normal working hours to assist the Engineer, where required, in checking lines and grades in the Contractor's layout.

Add to Section 5-1.31, "Job Site Appearance":

Contractor shall contact the Tuolumne County Solid Waste Division for the most recent State Diversion requirements governing collection and recycling of construction waste.

Add to Section 5-1.32, "Areas for Use":

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

The Contractor shall remove all equipment, materials, and rubbish from the work areas and other property which it occupies and shall leave the areas in a presentable condition.

Add to Section 5-1.37, "Maintenance and Protection":

Nothing in Section 5-1.37, "Maintenance and Protection," of the Standard Specifications providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good defective work or materials found at any time before completion of the one year maintenance warranty period.

Add to Section 5-1.46, "Final Inspection and Contract Acceptance":

Upon substantial completion of the work, the Engineer shall provide a punch list to the Contractor for items not completed as noted by the Engineer. Upon completion of all punch list items, the Contractor shall request final inspection of the work. If work is approved as complete (including all required forms and reports), Engineer shall proceed with recommendation of acceptance of contract.

Add to Section 5-1.47, "Guarantee":

For a period of one year after acceptance of the work, the Contractor shall be responsible for the repair of all defects or failures occurring in the work which are, as determined by the Engineer, due to negligence in the manufacture and/or installation of the facility, exclusive of the operation of the facility by the County or its agents, acts of third parties, acts of God, or acts of the common enemy.

The obligation of the Contractor under this paragraph shall be enforceable against its surety or sureties for the Maintenance Warranty Bond under this contract, during the life of the contract and for one year after the final acceptance of all work under the contract. The form of the bond and surety shall be satisfactory to the County.

Replace paragraphs 9, 10, and 11 of Section 5-1.47, "Guarantee" with:

The Contractor, upon notice from the Engineer, shall promptly commence and diligently prosecute the repair of any defects or failures that develop during the one year maintenance period. Repairs, as may be required by the Engineer, shall be made by the Contractor in such manner as to cause the least practicable interference with the use of the facility in service. The Contractor shall make necessary arrangements to have competent personnel and suitable equipment available so that repairs may be commenced within 48 hours after receipt of notice from the Engineer.

If the Contractor fails or refuses to make required repairs or replacements with due promptness and diligence, as determined by the Engineer, the County shall have the right to make repairs and replacements and, unless it is determined that the cost of the work is chargeable to the County or third party, the entire cost thereof shall be paid by the Contractor and may be collected from the Contractor or the Contractor's Surety(ies) or both. The Contractor will be reimbursed by force account for any work or materials pertaining to repairs or replacements that are found to be the responsibility of the County.

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6 CONTROL OF MATERIALS

Attention is directed to the provisions of Section 6, "Control of Materials" of the Standard Specifications and these Special Provisions for the requirements and conditions related to the control of materials.

Add to Section 6-1.01, "General":

Materials shall not be delivered to the site in advance and stockpiled unless specifically approved by the Engineer.

Replace Section 6-1.03, "Local Materials" in its entirety with:

Local material shall be:

1. Mineral material, including rock, sand, or gravel, or earth
2. Selected material or material procured from an established commercial source
3. Procured or produced from a source in the work vicinity specifically for project use.

Contractor is responsible for testing material from an untested local source. All testing and results shall be approved by the Engineer before local material may be used in the project.

Contractor is responsible for complying with any and all laws, codes, ordinances and permitting that may apply to the development and use of a local source. Full compensation for developing, testing or otherwise utilizing a local source is included in the payment for the bid items and no additional compensation will be allowed.

Add to Section 6-1.04, "Buy America":

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

Add to Section 6-2.01A, "General":

Quality assurance consists of Quality Control (QC), which is the responsibility of the Contractor, and County Acceptance, which is the responsibility of the County. The County's acceptance does not relieve Contractor of its responsibility to provide QC.

Quality Assurance shall be in accordance with the County's approved Quality Assurance Program (QAP).

Add to Section 6-2.01C, "Authorized Materials Lists":

Caltrans maintains an Approved Materials List that may be found at http://www.dot.ca.gov/hq/esc/approved_products_list/ or a list may be obtained from the County of Tuolumne Community Resources Agency. The Engineer shall not be precluded from sampling and testing products on the Approved Materials List.

The Contractor shall furnish the Engineer a Certificate of Compliance from the manufacturer of products on the Approved Materials List in conformance with the provisions in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications and these Special Provisions for each material supplied.

Add to Section 6-2.03C, "Certificates of Compliance":

All material, equipment, or other necessary items shall be of the quality specified and in no case shall be less than commercial grade or quality.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Attention is directed to the provisions of Section 7, "Legal Relations and Responsibility to the Public," of the Standard Specifications, these Special Provisions and other Contract Documents for the requirements and conditions related to legal relations and responsibility to the public.

Add after the 1st sentence of the 1st paragraph of Section 7-1.02A, "General":

This requirement includes, but is not limited to, applicable regulations concerning employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, burning and non-burning requirements, permits, fees, and similar subjects.

Add to Section 7-1.02K(2), "Wages":

The general prevailing wage rates which are determined by the Director of Industrial Relations, for the county in which the work is to be done, are available at the County of Tuolumne Community Resources Agency and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location.

If future effective general prevailing wage rates have been predetermined, they are on file with the California Department of Industrial Relations and apply to this contract.

Pursuant to Section 1773.2 of the Labor Code, the Contractor shall post the general prevailing wage rates at a prominent place at the job site.

The Contractor shall not pay less than the minimum wage rates predetermined by the U.S. Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations pursuant to Labor Code section 1770 et seq. If there is a difference between the minimum wage rates for similar classifications of labor, the Contractor and subcontractors shall pay no less than the higher wage rate. The County will not accept lower State of

California wage rates not specifically included in the Federal minimum wage determinations. This includes “helper” (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State of California wage determinations otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly. It is the Contractor’s sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this contract and applicable law.

Replace the 4th through 8th paragraphs of Section 7-1.02K(3), “Certified Payroll Records (Labor Code § 1776)” with:

Submit certified payroll and your signed contractor’s acknowledgement to the Engineer.

Replace *Reserved* in Section 7-1.02M(2), “Fire Protection” with:

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Obtain the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) unit headquarters, United States Forest Service (USFS) ranger district office, and U.S. Department of Interior (USDI) BLM field office. Submit these phone numbers to the Engineer before the start of job site activities.

Immediately report to the nearest fire suppression agency fires occurring within the project limits.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

Except for motor trucks, truck tractors, buses, and passenger vehicles, equip all hydrocarbon-fueled engines, both stationary and mobile, including motorcycles, with spark arresters that meet USFS standards as specified in the *Forest Service Spark Arrester Guide*. Maintain the spark arresters in good operating condition. Spark arresters are not required by Cal Fire, the BLM, or the USFS on equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels. The *Forest Service Spark Arrester Guide* is available at the district offices.

Park vehicles in cleared, designated parking and staging areas only.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4 B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and 1 backpack 5-gallon water-filled tank with pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools shall always be within 25 feet from the point of operation of the power tool. Each fire extinguisher shall be of the type and size required by Public Resources Code section 4431. Each shovel shall be size O or larger and at least 46 inches long.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: low, moderate, high, very high, extreme. Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office.

If a discrepancy between the fire danger ratings obtained from the nearest office of Cal Fire, USFS, or BLM exists, you shall conduct operations according to the highest of the fire danger ratings.

If the fire danger rating reaches very high:

1. Falling of dead trees or snags shall be discontinued.
2. No open burning is permitted and fires shall be extinguished.
3. Welding shall be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 15 feet.
4. Blasting shall be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating reaches extreme, take the precautions specified for a very high fire danger rating except smoking is not allowed in an area immediately surrounded by a firebreak and work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days.

If field and weather conditions become such that the determination of the fire danger rating is suspended, Section 7-1.02M(2) will not be enforced for the period of the suspension of the

determination of the fire danger rating. The Engineer will notify you of the dates of the suspension and resumption of the determination of the fire danger rating.

Replace Section 7-1.05, “Indemnification” with:

Wherever the words “State of California and all officers and employees” or similar references appear, they shall be revised to read, “the County of Tuolumne and all its elected and appointed officials, officers, agents, employees, and volunteers”.

Indemnity Agreement

The Contractor shall indemnify, defend and hold harmless the County of Tuolumne and its elected and appointed officials, officers, agents, employees, and volunteers, including its consultants connected with the work, as well as all property owners that have granted construction easements to the County for this project, from all claims, suits or actions of every kind and description, brought forth, or on account of, injuries to or death of any person including, but not limited to, workmen and the public, or damage to property arising out of the Contractor’s performance of the work under the contract, except as otherwise provided by statute. The duty of the Contractor to indemnify and hold harmless includes the duties as set forth in Section 2778 of the Civil Code.

The Contractor waives any and all rights to any type of express or implied indemnity against the County, its elected and appointed officials, officers, agents, employees, and volunteers. It is the intent of the parties that the Contractor will indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, agents, employees, and volunteers from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence whether active or passive, primary or secondary, on the part of the County, the Contractor, the subcontractor or employee of any of these.

The Contractor shall indemnify, hold harmless, and defend the County of Tuolumne against any and all actions, proceedings, penalties or claims arising out of the Contractor’s failure to comply with the federal immigration laws.

If such indemnification becomes necessary, the County Counsel for the County shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the County. This indemnification clause shall survive the termination or expiration of the contract.

Replace Section 7-1.06, “Insurance” with:

Wherever the words “State of California and all officers and employees” or similar references appear, they shall be revised to read, “the County of Tuolumne and all its elected and appointed officials, officers, agents, employees, and volunteers”.

Insurance

Before Contractor shall commence work under this contract and before any subcontractor shall commence work under any subcontract executed pursuant to this contract, the Contractor shall deposit or cause subcontractor to deposit a policy or binder evidencing each insurance required by this contract with the County.

1. General Liability Insurance Coverage: The Contractor, at its own cost and expense, shall procure and maintain during its performance of this contract, a policy of liability insurance issued by an insurance company acceptable to the County and insuring the County, its elected and appointed officials, officers, agents, employees and volunteers, as additional insured, against loss or liability caused by or connected with the performance of this contract by the Contractor, its agents, subcontractors, and employees in amounts as set forth.

The Contractor shall provide Employer's Liability Insurance in amounts not less than:

- A. \$1,000,000 for each accident for bodily injury by accident.
- B. \$1,000,000 policy limit for bodily injury by disease.
- C. \$1,000,000 for each employee for bodily injury by disease.
- D. \$100,000 for property damage.

The certificate of insurance shall show coverage limits and aggregate limit applying to premises and operations and broad form contractual (and professional liability).

The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

- A. Premises, operations, and mobile equipment.
- B. Products and completed operations.
- C. Broad form property damage (including completed operations).
- D. Explosion, collapse, and underground hazards.
- E. Personal injury.
- F. Contractual liability.

The Contractor shall ensure that all of its subcontractors carry sufficient insurance coverage that the Contractor deems adequate based on the size, duration, and hazards of the subcontracted work.

The policy shall not contain the so-called "x", "c" "u" exclusions.

This policy of insurance shall include a provision that the insurance provided by the policy shall be primary as to any other insurance available to the additional insured.

Said Certificate of Insurance shall be in a form acceptable to the County. Copies of a Certificate of Insurance form and Additional Insured Endorsement form may be obtained from the County Administrative Officer, 2 South Green Street, Sonora.

The limits of liability shall be at least the amounts shown in the following table:

For Each Occurrence ¹	Aggregate for Products / Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.			

2. Automobile Liability Insurance: The Contractor, at its own cost and expense, shall procure and maintain, during its performance of this contract, insurance with a limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover for bodily injury and property damage and for owned and unowned automobiles.

3. Worker's Compensation Insurance: The Contractor, at its own cost and expense, shall procure and maintain during its performance of this contract, a policy of Worker's Compensation issued by an insurance company acceptable to the County for the protection of its employees, including executive, managerial and supervisory employees, engaged in any work required by this contract.

4. Subcontractor's Insurance: The Contractor shall require each subcontractor employed by it to perform labor or furnish materials required by this contract to procure and maintain, at subcontractor's own cost and expense, during the performance of such labor or the furnishing of such materials, a policy of Worker's Compensation or employer's liability insurance as set forth in Item 3, above.

Cancellation of Insurance

Contractor shall provide written notice to the County at least thirty (30) days prior to cancellation or reduction of coverage. Should any such notice be given before completion of the work hereunder, or should any such policy be canceled before completion of said work, the County may renew said policy or procure a new policy conforming herewith and deduct the cost thereof from any amounts due the Contractor.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor shall it preclude the County from taking such other actions as are available to it under any other provision of this contract or otherwise in law.

Add after the first paragraph to Section 7-1.11A, "General":

Use of United States –flag vessels:

The Contractor agrees –

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

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Title VI Assurances

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest (collectively, "Contractor") agrees as follows:

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

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

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

(4) Information and Reports: Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives.

8 PROSECUTION AND PROGRESS

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications and these Special Provisions for the requirements and conditions related to prosecution and progress.

Replace Section 8-1.02A, "General" with:

The Contractor shall submit to the Engineer a practicable progress schedule before beginning work and within **ten (10)** working days of award of the contract. Contractor shall submit an updated schedule within two (2) working days of the Engineer's written request at any other time.

The Contractor shall furnish the schedule in Microsoft Project or comparable software. The schedule shall be submitted both electronically and printed. The schedule shall be a time-scaled bar chart on maximum 11 x 17 inch sheet size, to include at least:

- A. Project title, project number, and federal aid number, if applicable.
- B. Identifications and listing in chronological order of those activities reasonably required to complete the work, including, but not limited to, move in and other preliminary activities, installation of each of the payment items shown on the Bid Schedule, Exhibit "A," project closeout and cleanup.
- C. Identify (i) horizontal time frame by calendar day, (ii) duration, early start, and completion for each activity, and (iii) critical activities.
- D. Subsequent submission: Show overall percent complete, projected, actual, and completion progress by listed activity.

The schedule shall show the order in which the Contractor proposes to carry out the work requirements of the contract and is subject to approval by the Engineer.

Replace Section 8-1.02D, "Payment" with:

Full compensation for preparing, furnishing, and updating schedules is included in the payment for the bid items and no additional compensation is allowed.

Add to Section 8-1.03, "Preconstruction Conference":

A preconstruction conference will be held at the office of the Community Resources Agency for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, value engineering possibilities, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representatives at this conference shall include all major superintendents for the work and may include subcontractors.

The Contractor shall submit the project schedule, public notices, and traffic control plan submittals to the Engineer at the preconstruction conference.

Replace the first two paragraphs of Section 8-1.04, “Job Site Activities” with:

The Contractor shall begin work within ten (10) calendar days after the date on the “Notice to Proceed” issued by the Engineer. If work is not started within this period, the first working day will be the 11th calendar day after the date on the Notice to Proceed, for purposes of Section 8-1.05, “Time.”

Work on the Ferretti Road Bridge, bridge number 32C0055, shall not take place until after Labor Day.

If work takes place between February 15 and September 1, the County will perform pre-construction surveys for active bird nests at each location. If active bird nests are found, a buffer will be established.

Add to Section 8-1.05, “Time”:

Beginning on the first working day, said work shall be diligently prosecuted to completion before the expiration of

115 WORKING DAYS

Add to Section 8-1.06, “Suspensions”:

Tuolumne County is subject to highly variable climatic conditions at all times during the year. Heavy precipitation and the rate and level of water flow through a construction worksite can prevent or adversely affect work progress, damage work in progress, create hazardous conditions for workers or motorists, or result in excessive water pollution during certain stages of the work. As a result, construction projects may be subject to extended and frequent suspensions to accommodate changing water conditions and due to weather conditions which may adversely affect the work.

Since such suspensions and delays can reasonably be anticipated during construction, all provisions of Section 8-1.06, “Suspensions,” of the Standard Specifications shall apply, and no additional payment will be made for such suspensions or delays except as specifically included therein.

Replace the third and fourth paragraphs of Section 8-1.10A, “General” with:

The Contractor shall pay liquidated damages to the County of Tuolumne in the sum of **three thousand two hundred dollars (\$3,200) per day** for each and every calendar day’s delay in finishing the work in excess of the number of working days prescribed in Section 8-1.05, “Time,” of these Special Provisions.

Liquidated damages shall apply to the administrative costs of the County only and shall not apply to damages that may occur as a result of the delay and third party claims.

Attention is directed to Section 8-1.13, “Contractor’s Control Termination”

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9 PAYMENT

Attention is directed to the provisions of Section 9, "Payment," of the Standard Specifications and these Special Provisions for the requirements and conditions related to payment.

Add to Section 9-1.02A, "General":

Specific provisions regarding the basis of measurement and payment for some bid items are included in each Division listed of these Special Provisions. Measurement for items shown in Exhibit A (Bid Schedule) shall be in accordance with the Standard Specifications, unless otherwise noted herein.

Add to Section 9-1.03, "Payment Scope":

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors and Section 5-1.13J, "Prompt Progress Payment to Subcontractors," of these Special Provisions.

Replace Section 9-1.16A, "General" with:

For the purpose of making progress payments pursuant to Section 9-1.16, "Progress Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes.

After acceptance of the contract pursuant to the provisions in Section 5-1.46, "Final Inspection and Contract Acceptance," of the Standard Specifications and these Special Provisions, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The County shall pay the Contractor based on Engineer-prepared monthly progress estimates. Each Estimate shall reflect:

1. Total work completed up to and including the 20th day of a month
2. Change order bills if:
 - 2.1 Submitted by the 15th day of a month
 - 2.2 Approved by the 20th day of a month
3. Amount for materials on hand
4. Amount earned for mobilization
5. Deductions
6. Withholds
7. Resolved potential claims

8. Payment adjustments

Submit certification stating that the work complies with the QC procedures. The Engineer shall not process a progress estimate without a signed certification.

Add to Section 9-1.1E, “Withholds”:

Upon the Contractor’s request, the County will make payment of funds withheld from progress payments, pursuant to the requirements of Public Contract Code section 22300, if the Contractor deposits, in escrow with the County Treasurer or with a bank acceptable to the County, securities eligible for the investment of State of California funds under Government Code section 16430 or bank or savings and loan certificates of deposit, or interest bearing accounts, or standby letters of credit, upon the following conditions:

- a. The Contractor shall bear the expense of the County and the escrow agent, either the County Treasurer or the bank, in connection with the escrow deposit made.
- b. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor, pursuant to this section.
- c. The Contractor shall enter into an escrow agreement satisfactory to the County which shall include provisions concerning:
 - 1) the amount of securities to be deposited
 - 2) the providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited
 - 3) conversion to cash to provide funds to meet defaults by the Contractor, including but not limited to termination of the Contractor’s control over the work, stop notices filed pursuant to law, assessment of liquidated damages, of other amounts to be kept or retained under the provisions of the contract
 - 4) decrease in value of securities on deposit
 - 5) the termination of the escrow upon completion of the contract.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

Alternatively, the Contractor may request deposit of these funds directly to the escrow agent to be invested in securities at the Contractor’s direction, the interest on which shall be the Contractor’s property. Such deposit shall be subject to the above conditions a, c and d except the reference to securities shall refer to those in which Contractor invests the funds to be deposited.

Replace Section 9-1.16F, “Retentions” with:

In making progress payments, the County may retain a portion of the amount otherwise due the Contractor. Except as otherwise provided, the amount retained by the County shall be limited to the following:

- a. Withholding of not more than five (5) percent of the total payment until thirty-five (35) days after the Notice of Completion has been signed by Board of Supervisors and placed on the record with the County Recorder.
- b. Withholding of not more than fifty (50) percent of the value of the materials approved for partial payment and as shown on paid invoices by the Contractor so estimated to have

been furnished and delivered unused as aforesaid as part security for the fulfillment of the contract by the Contractor.

No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract or when, in his judgment, the total value of the work completed since the last estimate amounts to less than three hundred dollars (\$300.00).

When calculating progress payments, bid item prices shall be rounded down to the nearest whole cent.

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

Attention is directed to Section 5-1.13K, "Prompt Payment of Funds Withheld to Subcontractors," of these Special Provisions.

Add to Section 9-1.17B, "Payment Before Final Estimate":

Upon satisfactory completion of the entire contract, the Engineer shall recommend the acceptance of the work to the Board of Supervisors. If the Board accepts the completed work, it shall cause a Notice of Completion to be recorded with the County Recorder.

Retention will be retained for a period of thirty-five (35) days after the recording of the Notice of Completion for the purpose of clearing liens filed against the work performed or materials supplied.

Delete the third paragraph of Section 9-1.17C, "Proposed Final Estimate"

Replace Section 9-1.22, "Arbitration" with:

Claims under \$375,000 shall be resolved pursuant to the procedures set forth in Article 1.5 (commencing with section 20104) of Chapter 1, of Part 3 of Division 2 of the Public Contract Code, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure.

For claims in excess of \$375,000.00, the above procedure applicable to claims over \$50,000 and less than \$375,000 shall apply, including a civil action for claims that are not resolved after exhaustion of the described pre-litigation procedure, except Public Contract Code section 20104.6(b) shall not apply. The cited Article of the Public Contract Code is set forth in relevant part below.

For purposes of a civil action after exhaustion of the described pre-litigation procedure, the County and the Contractor agree the contract is not accepted until the signed contract and bonds are delivered and accepted by Tuolumne County and Tuolumne County is the County in which the obligation is to be performed.

Public Contract Code section 20104 et seq. (Article 1.5)

20104.

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

(2) [Not Applicable]
- b. (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.
(2) "Claim" means a separate demand by the contractor for
 - (A) a time extension,
 - (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or
 - (C) an amount the payment of which is disputed by the local agency.
- c. The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- d. This article applies only to contracts entered into on or after January 1, 1991.

20104.2. For any claim, the following requirements apply:

- a. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- b. (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or

within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

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

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

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- d. If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- e. Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- f. This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4. The following procedures are established for all civil actions filed to resolve claims:

- a. Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator,

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

Not Modified

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11 WELDING

Not Modified

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12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04 with:

You are responsible for all costs associated with furnishing flaggers, including transporting flaggers, furnishing stands and towers, and furnishing and operating pilot cars to provide for the safe passage of traffic through the work areas as specified in sections 7-1.03 and 7-1.04.

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

A traffic control system for a closure includes all temporary traffic control devices used to provide for the safe passage of traffic through the work area including flagging and pilot cars as necessary. The temporary traffic control devices must comply with section 12-3.

Add to the end of section 12-4.02C(7)(b):

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 20 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

You may use a pilot car to control traffic. If a pilot car is used to control traffic, the cones shown along the centerline are not required. Pilot cars must have cellular or radio contact with other pilot cars and personnel in the work zone. The maximum speed of the pilot cars conveying or controlling traffic through the traffic control zone is 25 mph. Pilot cars must only use traffic lanes open to traffic.

Personal vehicles of your employees must not be parked within the right-of-way except in areas within 500 feet of each bridge.

A minimum of 1 paved traffic lane not less than 11 feet wide must be open for use by traffic.

DIVISION III EARTHWORK AND LANDSCAPE

17 GENERAL

Not Modified

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18 DUST PALLIATIVES

Not Modified

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19 EARTHWORK

Not Modified

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20 LANDSCAPE

Not Modified

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21 EROSION CONTROL

Not Modified

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22 FINISHING ROADWAY

Not Modified

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DIVISION IV SUBBASES AND BASES

23 GENERAL

Not Modified

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24 STABILIZED SOILS

Not Modified

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25 AGGREGATE SUBBASES

Not Modified

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26 AGGREGATE BASES

Not Modified

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27 CEMENT TREATED BASES

Not Modified

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28 CONCRETE BASES

Not Modified

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29 TREATED PERMEABLE BASES

Not Modified

47 EARTH RETAINING SYSTEMS

Not Modified

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48 TEMPORARY STRUCTURES

Not Modified

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49 PILING

Not Modified

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50 PRESTRESSING CONCRETE

Not Modified

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51 CONCRETE STRUCTURES

Add to section 51-2.02B(3)(a):

Clean expansion joints at existing bridges before installing joint seals. Remove all existing seal material, dirt, debris, damaged waterstops, and joint filler. Use methods that do not damage existing sound concrete or allow debris to fall into creek channels.

Add to section 51-7.01A:

At Yosemite Road Bridge over Turnback Creek, remove and reinstall the existing tapered inlets and portions of metal overside drains as needed to facilitate construction of the new concrete drainage ditches.

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52 REINFORCEMENT

Not Modified

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53 SHOTCRETE

Not Modified

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54 WATERPROOFING

Not Modified

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55 STEEL STRUCTURES

Not Modified

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56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES

Not Modified

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57 WOOD AND PLASTIC LUMBER STRUCTURES

Not Modified

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58 SOUND WALLS

Not Modified

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59 STRUCTURAL STEEL COATINGS

Not Modified

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60 EXISTING STRUCTURES

Add to section 60-2.01A:

Remove the following structures or portions of structures:

Bridge no./Structure name	Description of work
32C0072/Sprague Road Bridge over Big Creek	Remove wood posts and rail elements of existing barrier railing system.

Add to section 60-3.02C(7):

When abrasive blasting within 10 feet of traffic, remove the residue using a vacuum attachment operating concurrently with the blasting equipment.

Add to section 60-3.03B(1)(c):

Submit a public safety plan for the methacrylate work at bridge numbers 32C0031 and 32C0068. Include with the submittal:

1. Public notification letter describing the work to be performed with treatment work locations, dates and times. Include a list of addresses for delivery and posting of the letter.
2. Airborne emissions monitoring plan. A CIH certified in comprehensive practice by the American Board of Industrial Hygiene must prepare and execute the plan. The plan must have at least 4 monitoring points, including the mixing point, application point, and point of nearest public contact.
3. Action plan for protecting the public if airborne emissions levels exceed permissible levels.
4. Copy of the CIH's certification.

Submit results from airborne emissions monitoring of the test area before starting production work.

Submit results from production airborne emissions monitoring as an informational submittal after completing treatment activities.

Add to the list in the 3rd paragraph of section 60-3.03B(1)(d):

3. Suitability of the airborne emissions monitoring plan

Replace the 4th paragraph of section 60-3.03B(1)(d) with:

You are responsible for performing friction testing of the treated test area under California Test 342.

62-63 RESERVED

Not Modified

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64 PLASTIC PIPE

Not Modified

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65 CONCRETE PIPE

Not Modified

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66 CORRUGATED METAL PIPE

Not Modified

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67 STRUCTURAL PLATE CULVERTS

Not Modified

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68 SUBSURFACE DRAINS

Not Modified

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69 OVERSIDE DRAINS

Not Modified

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70 MISCELLANEOUS DRAINAGE FACILITIES

Not Modified

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71 EXISTING DRAINAGE FACILITIES

Not Modified

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DIVISION VIII MISCELLANEOUS CONSTRUCTION

72 SLOPE PROTECTION

Not Modified

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73 CONCRETE CURBS AND SIDEWALKS

Not Modified

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74 PUMPING EQUIPMENT AND CONTROLS

Not Modified

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75 MISCELLANEOUS METAL

Not Modified

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76 WELLS

Not Modified

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77 LOCAL INFRASTRUCTURE

Not Modified

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78 INCIDENTAL CONSTRUCTION

Not Modified

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79 RESERVED

Not Modified

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80 FENCES

Not Modified

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DIVISION IX TRAFFIC CONTROL DEVICES

81 MISCELLANEOUS TRAFFIC CONTROL DEVICES

Not Modified

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82 SIGNS AND MARKERS

Not Modified

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83 RAILINGS AND BARRIERS

Add to section 83-3.01A:

At Sprague Road Bridge over Big Creek, bridge number 32C0072, fill the voids in existing curbs where wood posts were embedded with minor concrete in accordance with section 90-2.

Add to section 83-3.04:

Payment for furnishing and placing minor concrete in curb voids, and furnishing drill and bond dowel reinforcement is included in the payment for concrete barrier (type 732R).

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84 MARKINGS

Not Modified

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85 RESERVED

Not Modified

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DIVISION X ELECTRICAL WORK

86-88 RESERVED

Not Modified

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DIVISION XI MATERIALS

89 AGGREGATE

Not Modified

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90 CONCRETE

Not Modified

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91 PAINT

Not Modified

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92 ASPHALT BINDERS

Not Modified

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93 RESERVED

Not Modified

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94 ASPHALTIC EMULSIONS

Not Modified

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95 EPOXY

Not Modified

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96 GEOSYNTHETICS

Not Modified

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97-98 RESERVED

Not Modified

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DIVISION XII BUILDING CONSTRUCTION

99 BUILDING CONSTRUCTION

Not Modified

PROPOSAL
Tuolumne County Bridge Preventative Maintenance
Contract No. 1674 – Federal Aid No. BPMP-5932(077)

NAME OF BIDDER: _____

BUSINESS MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

BUSINESS STREET ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: () _____ FAX: () _____

E-mail address: _____ Contractor License No.: _____

Year established _____ DIR Registration Number _____

_____ Estimated yearly contracts _____

The work to be done and referred to herein is for the Tuolumne County Bridge Preventative Maintenance, Contract No. 1674 – Federal Aid No. BPMP-5932(077) located in Tuolumne County, State of California, and shall be constructed in accordance with the Contract Documents, which require the payment of State of California General Prevailing Wage Rates and the Federal Minimum Wage Rates, whichever are greater, including:

The Notice to Bidders, Special Provisions, Construction Plans and Contract entitled “Tuolumne County Bridge Preventative Maintenance, Contract No. 1674 – Federal Aid No. BPMP-5932(077)”, including any addenda thereto annexed hereto, the State of California Department of Transportation Standard Specifications and Standard Plans (Caltrans), dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items.

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item

shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

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

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the item 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 Tuolumne, and that discretion will be exercised in the manner deemed by the County of Tuolumne to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Tuolumne respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the County of Tuolumne, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Tuolumne that the contract has been awarded, the County of Tuolumne may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Tuolumne.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the attached 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 of Tuolumne, in the form of the copy of the contract attached 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 therefor the following prices, to wit:

NOT FOR BIDDING

**EXHIBIT A
BID SCHEDULE**

**Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)**

ITEM NO.	(P) (F) (S) ITEM (Note 1)	ITEM CODE	DESCRIPTION	TOTAL QUANTITY	UNIT	UNIT COST	AMOUNT
1		999990	Mobilization	1	LS		
2		120090	Construction Area Signs	1	LS		
3		120100	Traffic Control System	1	LS		
4		130200	Prepare Water Pollution Control Program	1	LS		
5		153121	Remove Concrete (Existing Drainage Ditch)	3	CY		
6		153121	Remove Concrete (Barrier Railing)	3	CY		
7		190101	Roadway Excavation	149	CY		
8		260203	Class 2 Aggregate Base	112	CY		
9		390132	Hot Mix Asphalt (Type A)	75	TON		
10	F	510503	Minor Concrete (Drainage Ditch)	3	CY		
11	F	510505	Minor Concrete (Barrier Railing)	3	CY		
12		511106	Drill and Bond Dowel	145	LF		
13		519101	Joint Seal (Type A)	250	LF		
14		600013	Repair Spalled Surface Area	37	SQFT		
15		600033	Remove Insound Concrete	10	CF		
16		600037	Prepare Concrete Bridge Deck Surface	36,000	SQFT		
17		600041	Furnish Polyester Concrete Overlay	267	CF		
18	F	600043	Place Polyester Concrete Overlay	4,638	SQFT		
19	F	600047	Treat Bridge Deck	35,653	SQFT		
20		600047	Furnish Bridge Deck Treatment Material	354	GAL		
21		600114	Bridge Removal (Portion)	1	LS		
22		600140	Concrete (Rapid Setting)	2	CF		
23	F	839718	Concrete Barrier (Type 732R)	64	LF		
24		840656	Paint Traffic Stripe (2-Coat)	2,060	LF		
TOTAL AMOUNT (BASE BID)							

(Note 1) P- Denotes Partial Pay; F- Denotes Final Pay;

Award will be based on the lowest responsive bidder and will be made at the discretion of the County subject to the availability of funds. Bids that are mathematically and/or materially unbalanced may be disqualified at the discretion of the County.

The bidder's execution and endorsement on the signature portion of the proposal shall also constitute an endorsement and execution of the following certifications which are a part of this document:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

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

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

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

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

Date: _____ Signature: _____

SMALL BUSINESS STATUS

This small business questionnaire is included for statistical reporting only, and your answer neither affects your bid on this contract, nor will it be cause for penalty.

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: yes _____ no _____ unsure _____

PUBLIC CONTRACT CODE

These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In conformance with Public Contract Code section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury 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 Public Contract Code section 1101, with any public entity, as defined in Public Contract Code section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The bidder shall 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 false certification may subject the certifier to criminal prosecution.

"I declare under penalty of perjury under the laws of the State of California that the statement made in the foregoing statement is true and correct."

Date

Signature

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code section 10162, the bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes No

If the answer is yes, explain the circumstances in the following space:

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

NONCOLLUSION DECLARATION

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)**

This Noncollusion Declaration is part of the Proposal. Signing this Proposal on the signature portion thereof constitute signature of this Noncollusion Declaration. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the County of Tuolumne:

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bid 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

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder:

DIR Registration Number:

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid submittal and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature:

Name and Title:

Dated:

NONLOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

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

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include, but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

Exhibit 15-G Construction Contract DBE Commitment

1. Local Agency: County of Tuolumne 2. Contract DBE Goal: 14.67
 3. Project Description: Tuolumne County Bridge Preventative Maintenance Project
 4. Project Location: Various, Tuolumne County
 5. Bidder's Name: _____ 6. Prime Certified DBE: 7. Bid Amount: _____
 8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contact Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
Local Agency to Complete this Section				15. TOTAL CLAIMED DBE PARTICIPATION
21. Local Agency Contract Number: <u>1674</u> 22. Federal-Aid Project Number: <u>BPMP-5932(077)</u> 23. Bid Opening Date: _____ 24. Contract Award Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
25. Local Agency Representative's _____ 26. Date _____ 27. Local Agency Representative's Name _____ 28. Phone _____ 29. Local Agency Representative's Title _____				%
IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.				
16. Preparer's Signature _____ 17. Date _____ 18. Preparer's Name _____ 19. Phone _____ 20. Preparer's Title _____				

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

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS - CONSTRUCTION CONTRACTS DBE COMMITMENT

CONTRACTOR SECTION

1. **Local Agency** - Enter the name of the local or regional agency that is funding the contract.
2. **Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. **Project Location** - Enter the project location as it appears on the project advertisement.
4. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** - Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** - Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-F, DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.

LOCAL AGENCY SECTION

21. **Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
22. **Federal Aid Project Number** - Enter the Federal-Aid Project Number.
23. **Bid Opening Date** - Enter the date contract bids were opened.
24. **Contract Award Date** - Enter the date the contract was executed.
25. **Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
26. **Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
27. **Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the contractor's DBE commitment form.
28. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
29. **Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the contractor's DBE commitment form.

Exhibit 15-H DBE Information —Good Faith Efforts
DBE Information - Good Faith Efforts

Federal-aid Project No. BRLO-5932(077)

Bid Opening Date _____

The County of Tuolumne established a Disadvantaged Business Enterprise (DBE) goal of 14.6% for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of DBE Commitment” of the Special Provisions:

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

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Or Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

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

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

E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

NOT FOR BIDDING

ADDENDA ACKNOWLEDGMENT

This Proposal is submitted with respect to the changes to the contract included in addenda number/s:

Addendum No. _____ Bidder’s Initials _____
Addendum No. _____ Bidder’s Initials _____
Addendum No. _____ Bidder’s Initials _____

Fill in addenda numbers if addenda have been received and insert, in this proposal, any Engineer’s Estimate sheets that were received as part of the addenda.

SECURITY

Accompanying this proposal is:

INSERT THE AMOUNT AND THE WORDS “CASH”, “CASHIER’S CHECK”, “CERTIFIED CHECK” OR “BIDDER’S BOND”

in the amount equal to at least ten (10) percent of the total of the bid.

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

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

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

LIST OF PRINCIPALS

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

IMPORTANT NOTICE. If bidder or other interested person is 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 or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code sections 10162, 10232 and 102851.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Declaration required by Title 23 United States Code, Section 112 and Public Contract Code section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:

License No.: _____ Exp. Date: _____ Classifications: _____

Print Name and Title of Bidder	Signature of Bidder
Date	
Business Address	Place of Business
Place of Residence	

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NOT FOR BIDDING

**COUNTY OF TUOLUMNE
BIDDER'S BOND**

Bond No. _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

**Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)**

for which bids are to be opened at _____ on _____.

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

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

Date: _____, 20 _____

Principal

Surety

Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California
County of _____

On _____ before me, _____
(here insert the name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

CONTRACT

**Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)**

This Contract (“Contract”) is made and entered into by and between the County of Tuolumne (“County”) and _____, (“Contractor”) as of the date it is approved by the Board of Supervisors.

ARTICLE I. WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the County, and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the Contractor agrees with the County, at his own proper cost and expense, to do all the work and furnish all the materials, except such as may be mentioned in the specifications to be furnished by County, necessary to construct and complete in good and workmanlike manner and to the satisfaction of the County of Tuolumne, the work described in the Special Provisions and the project plans described below, including any addenda thereto, and also in accordance with the State of California Department of Transportation Standard Plans, dated 2015, the Standard Specifications, dated 2015, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work was accomplished, which said Special Provisions, project plans, Standard Plans, Standard Specifications, and Labor Surcharge and Equipment Rental Rates are hereby specially referred to and by such reference made a part hereof.

The Special Provisions for the work to be done are titled:

State of California; County of Tuolumne; Community Resources Agency
Notice to Bidders, Special Provisions, Proposal, and Contract (Bid Book)
Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)

The project plans for the work to be done are titled:

County of Tuolumne Community Resources Agency
Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)

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

ARTICLE III. - The State of California general prevailing wages appearing in the bid documents are hereby made a part of this Contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the terms of the proposal conflicting herewith.

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

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

ARTICLE VI. – In the event of the legal action to enforce this Contract, venue shall be in Tuolumne County.

ARTICLE VII. – In the event of the legal action to enforce this Contract, the prevailing party shall be entitled to reasonable attorney’s fees.

//signatures follow on next page//

NOT FOR BIDDING

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first above written.

STATE OF CALIFORNIA
COUNTY OF TUOLUMNE
BOARD OF SUPERVISORS

CONTRACTOR'S REPRESENTATIVES

Sherri Brennan, Chair Board of Supervisors Date

Legal Name of Corporation

ATTEST:

(SEAL)
Alicia Jamar, Chief Deputy Board Clerk

APPROVED AS TO FORM:
COUNTY OF TUOLUMNE

President, Chairman or Vice-President Date

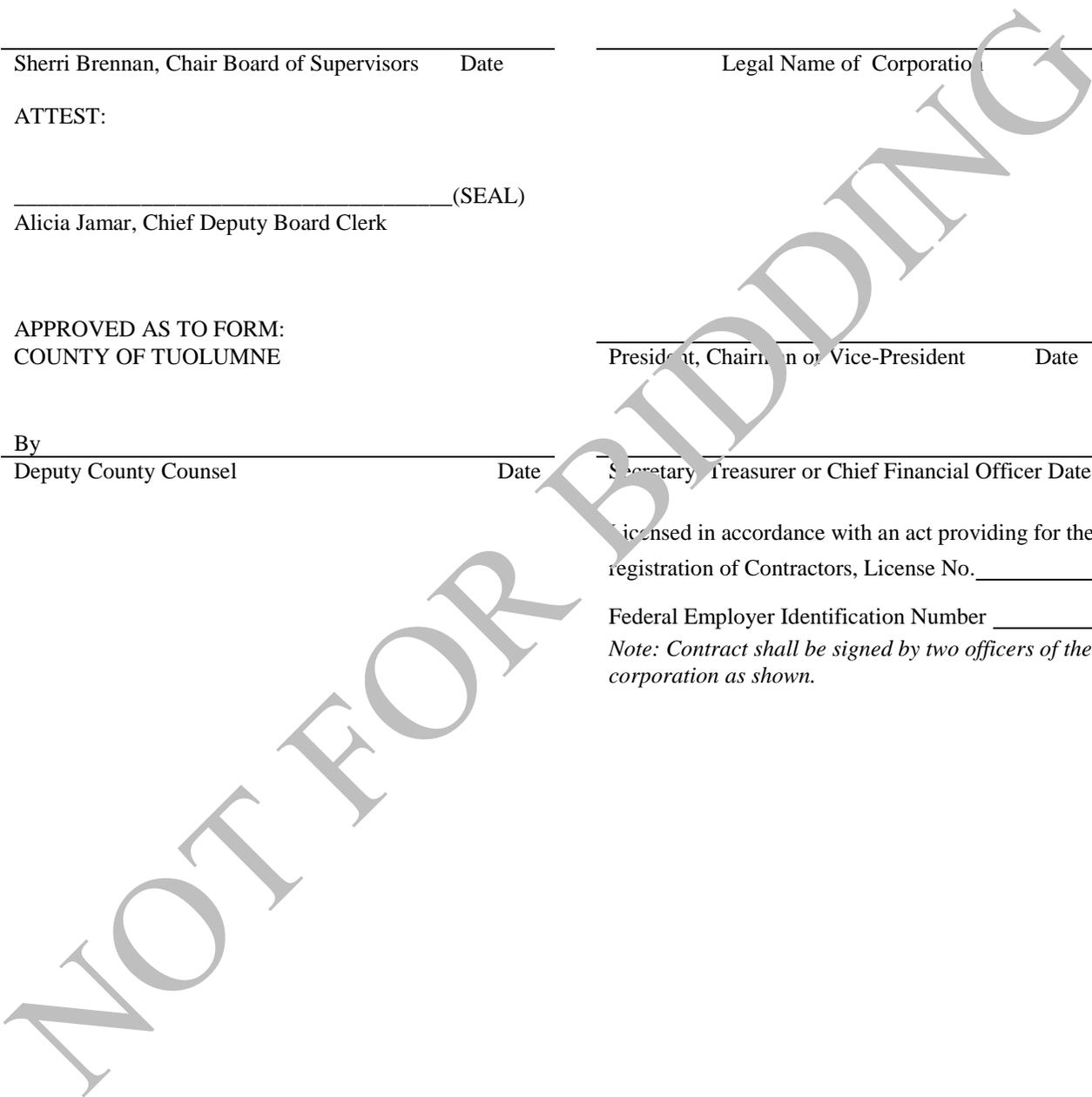
By _____
Deputy County Counsel Date

Secretary, Treasurer or Chief Financial Officer Date

licensed in accordance with an act providing for the registration of Contractors, License No. _____

Federal Employer Identification Number _____

Note: Contract shall be signed by two officers of the corporation as shown.



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NOT FOR BIDDING

COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

PERFORMANCE BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Tuolumne, acting by and through the Community Resources Agency, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

**Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)**

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and hold harmless the County of Tuolumne, its elected and appointed officials, officers, employees, agents, and volunteers as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay 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__.

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

_____	_____	Contractor
_____	_____	Name of Surety (SEAL)
_____	_____	By: Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California

County of _____

On _____ before me, _____,

(here insert the name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

PAYMENT BOND
(Section 3247, Civil Code)

Bond No. _____

WHEREAS, The County Tuolumne, acting by and through the Community Resources Agency, hereafter referred to as "Obligee", has awarded to Contractor _____, hereafter designated as the "Principal", a contract for the work described as follows:

**Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)**

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board for the wages of employees of the Principal and his subcontractors pursuant to Unemployment Insurance Code section 1502 et seq. with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

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

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

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

_____	_____
_____	Contractor
_____	_____
_____	Name of Surety (SEAL)
_____	_____
_____	By: Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California

County of _____

On _____ before me, _____,

(here insert the name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

MAINTENANCE WARRANTY BOND
(To Accompany Contract)

Bond No. _____

WHEREAS, the County of Tuolumne, acting by and through the Community Resources Agency, has awarded to Contractor _____, hereafter designated as the "Contractor", a contract for the work described as follows:

Tuolumne County Bridge Preventative Maintenance Project
Contract No. 1674 – Federal Aid No. BPMP-5932(077)

AND WHEREAS, the Contractor is required to furnish a one-year maintenance warranty bond in connection with said contract.

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the above bound Contractor, its heirs, executors, administrators, successors or assigns, shall repair or replace, in accordance with the terms of the contract and any alteration made thereto as therein provided, any defects or failures in the contract improvements occurring within 1 year of acceptance of the contract then this obligation shall become and be null and void; otherwise it shall be and remain in full force and virtue. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to fixed by the court.

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

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

_____	_____	Contractor
_____	_____	Name of Surety (SEAL)
_____	_____	By: Attorney-in-Fact

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

CERTIFICATE OF ACKNOWLEDGEMENT

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

State of California

County of _____

On _____ before me, _____,

(here insert the name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

**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.

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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APPENDIX A
CALTRANS REVISED STANDARD SPECIFICATIONS

Applicable to the 2015 Edition of the Standard Specifications

RSS_A07-21-17_2015 (2)

is available at www.tuolumne.ca.gov/bids.aspx

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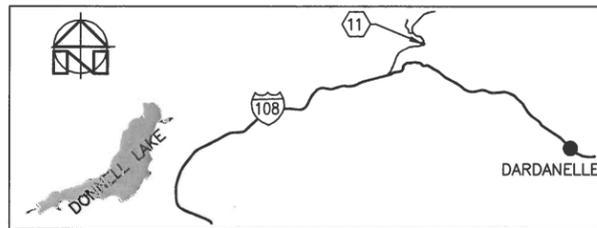
**APPENDIX B
PLANS**

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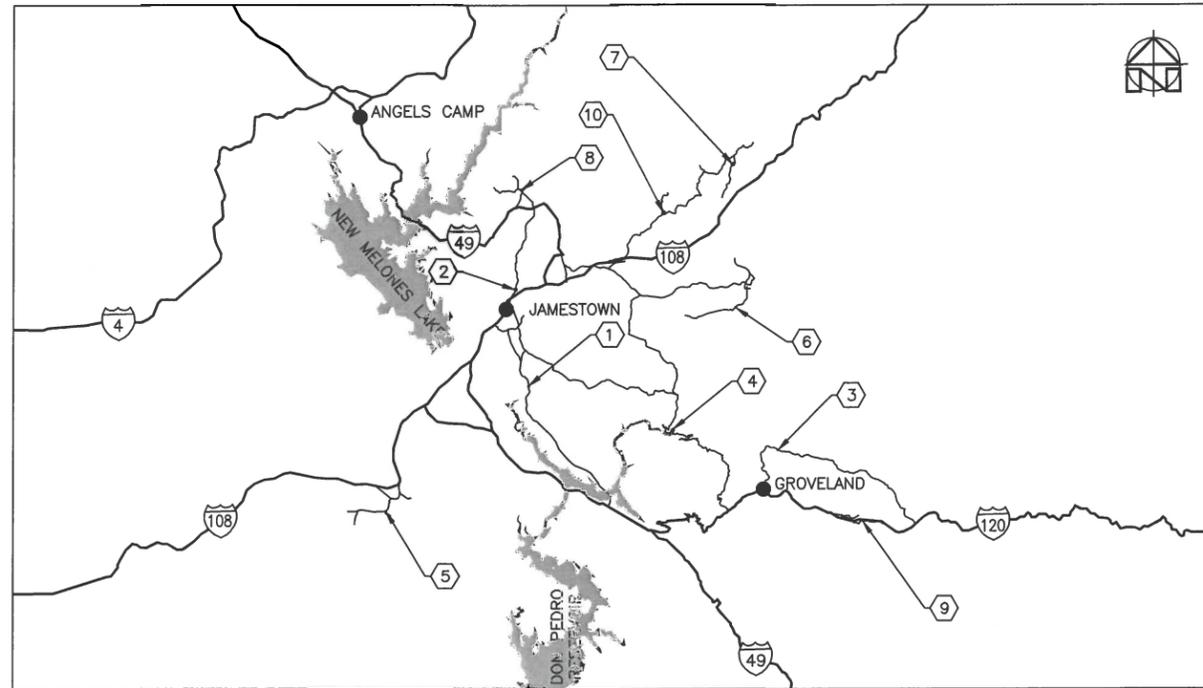
**COUNTY OF TUOLUMNE, CALIFORNIA - COMMUNITY RESOURCES AGENCY
PROJECT PLANS FOR CONSTRUCTION OF
TUOLUMNE COUNTY
BRIDGE PREVENTATIVE MAINTENANCE PROJECT
CONTRACT NO. 1674
FEDERAL AID PROJECT NO. BPMP - 5932(077)**



LOCATION MAP
NO SCALE



SITE MAP NO. 2
NO SCALE



SITE MAP NO. 1
NO SCALE

INDEX OF SHEETS

SHEET#	TITLE
1.	TITLE SHEET
2.	GENERAL PLAN NO. 1
3.	GENERAL PLAN NO. 2
4.	GENERAL PLAN NO. 3
5.	GENERAL PLAN NO. 4
6.	GENERAL PLAN NO. 5
7.	CLARKS FORK ROAD BARRIER REPAIR DETAILS
8.	REPAIR DETAILS NO. 1
9.	REPAIR DETAILS NO. 2
10.	CONSTRUCTION AREA SIGN DETAILS NO. 1
11.	CONSTRUCTION AREA SIGN DETAILS NO. 2

SITE LOCATION TABLE

SITE NO.	BRIDGE DESCRIPTION	BRIDGE NO.	LATITUDE	LONGITUDE
1	JACKSONVILLE ROAD OVER SULLIVAN CREEK	32C0041	37.90278	-120.40778
2	JAMESTOWN ROAD OVER WOODS CREEK	32C0047	37.96167	-120.41667
3	FERRETTI ROAD OVER BIG CREEK	32C0055	37.86278	-120.21389
4	WARDS FERRY ROAD OVER TUOLUMNE RIVER	32C0012	37.87778	-120.29389
5	ROCK RIVER ROAD OVER DRY CREEK	32C0019	37.82387	-120.54000
6	YOSEMITE ROAD OVER TURNBACK CREEK	32C0025	37.95083	-120.24694
7	SOUTH FORK ROAD OVER SOUTH FORK STANISLAUS RIVER	32C0029	38.08500	-120.18889
8	HORSESHOE BEND ROAD OVER MORMON CREEK	32C0031	38.02194	-120.41389
9	SPRAGUE ROAD OVER BIG CREEK	32C0072	37.81250	-120.14861
10	PASEO DE LOS PORTALES OVER SULLIVAN CREEK	32C0068	38.00833	-120.30278
11	CLARKS FORK ROAD OVER MIDDLE FORK STANISLAUS RIVER	32C0040	38.36139	-119.86917


 WESLEY M. SENNETT, P.E.
 PROJECT ENGINEER
 1/20/2017
 PLAN APPROVAL DATE

MGE ENGINEERING, INC.
7415 GREENHAVEN DRIVE SUITE 100
SACRAMENTO, CALIFORNIA 95831
(916) 421-1000



1/20/2017
PLANS APPROVAL DATE

DESIGN	BY W. Sennett	CHECKED P. Zhao
DETAILS	BY J. Helm	CHECKED P. Zhao
QUANTITIES	BY W. Sennett	CHECKED P. Zhao

PREPARED FOR THE
**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

W. Sennett
PROJECT ENGINEER

BRIDGE NO.	VARIES	TUOLUMNE COUNTY BPMP CONTRACT NO. 1674
POST MILE	N/A	
TITLE SHEET		

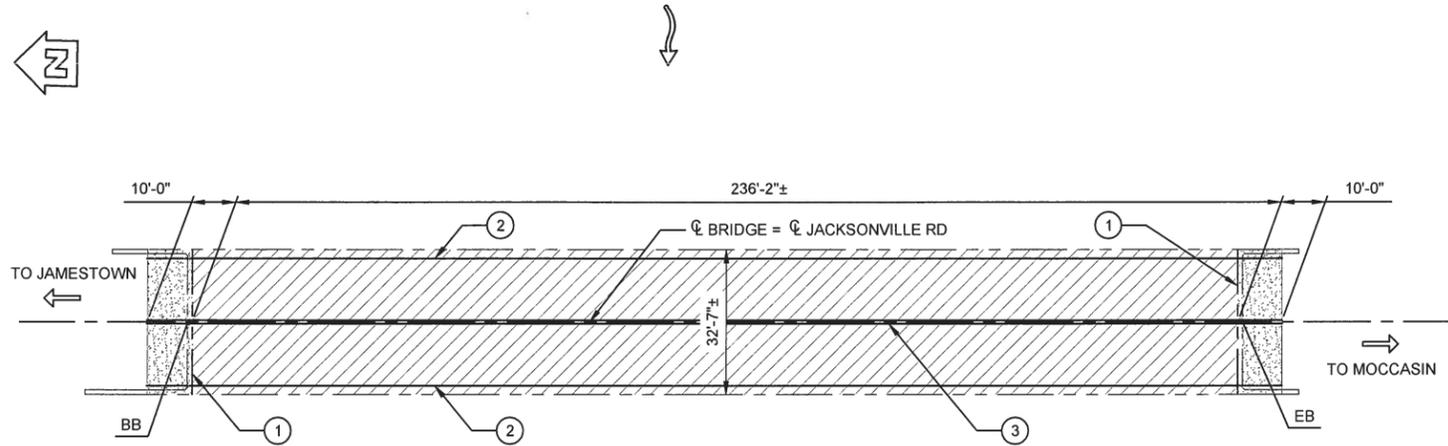
ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS



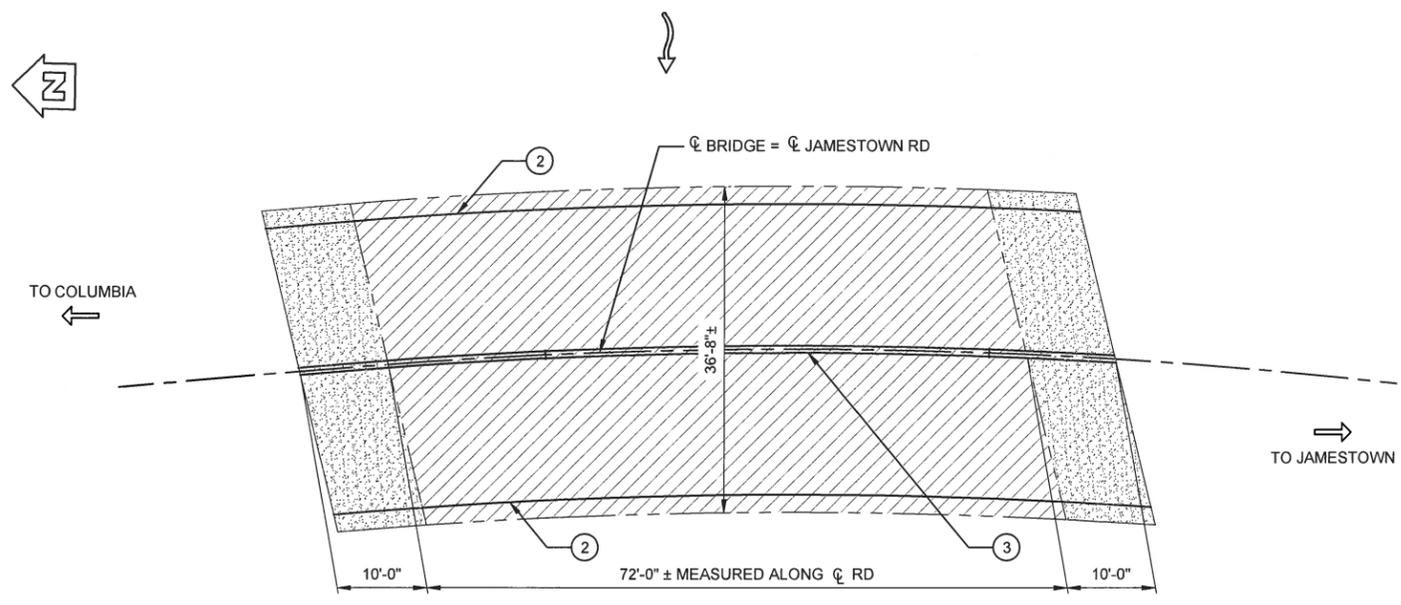
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DISREGARD PRINTS BEARING
EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)								SHEET	OF
3/18/16	5/24/16	8/24/16	1/24/17					1	11



JACKSONVILLE ROAD OVER SULLIVAN CREEK (32C0041)
1" = 20'



JAMESTOWN ROAD OVER WOODS CREEK (32C0047)
1" = 10'

LEGEND

- INDICATES EXISTING STRUCTURE
- INDICATES NEW CONSTRUCTION
- INDICATES DIRECTION OF TRAFFIC
- ↷ INDICATES DIRECTION OF FLOW
- [Hatched Box] INDICATES LIMITS OF CLEAN AND TREAT BRIDGE DECK WITH METHACRYLATE
- [Stippled Box] INDICATES APPROACH ROADWAY RECONSTRUCTION. SEE TYPICAL APPROACH ROADWAY RECONSTRUCTION DETAIL ON "REPAIR DETAILS NO. 1" SHEET.

NOTES:

- ① REMOVE EXISTING JOINT MATERIAL AND REPLACE WITH NEW TYPE A JOINT SEAL.
- ② PAINT 4" WHITE EDGELINE TO MATCH EXISTING.
- ③ PAINT DOUBLE YELLOW LINES PER (A20A) DETAIL 21.

NOTE:
THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATION OF ANY MATERIAL.

MGE ENGINEERING, INC.
7415 GREENHAVEN DRIVE SUITE 100
SACRAMENTO, CALIFORNIA 95831
(916) 421-1000



PLANS APPROVAL DATE: 1/20/2017

DESIGN	BY	W. Sennett	CHECKED	P. Zhao
DETAILS	BY	J. Helm	CHECKED	P. Zhao
QUANTITIES	BY	W. Sennett	CHECKED	P. Zhao

PREPARED FOR THE
**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

W. Sennett
PROJECT ENGINEER

BRIDGE NO.	VARIABLES
POST MILE	N/A

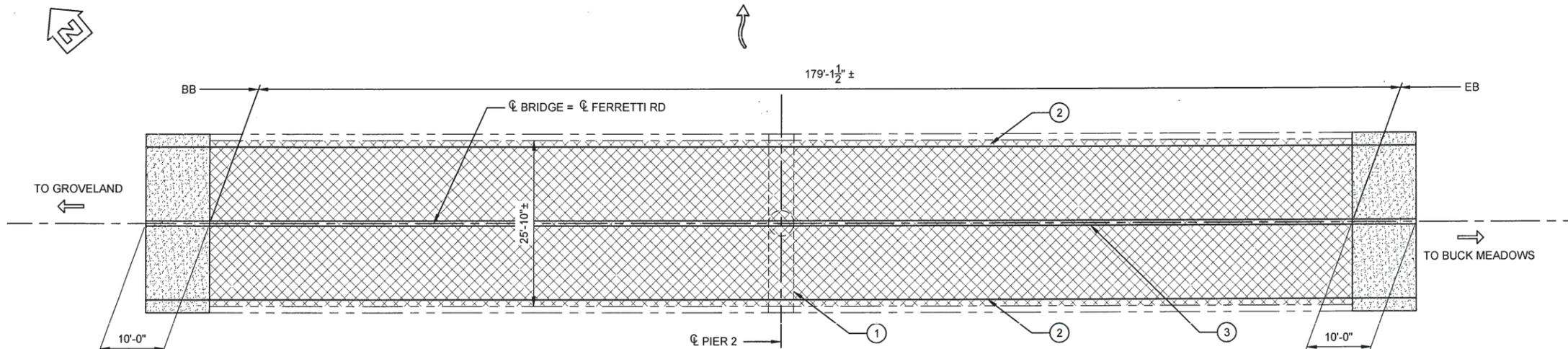
TUOLUMNE COUNTY BMP CONTRACT NO. 1674
GENERAL PLAN NO. 1

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

CU
EA

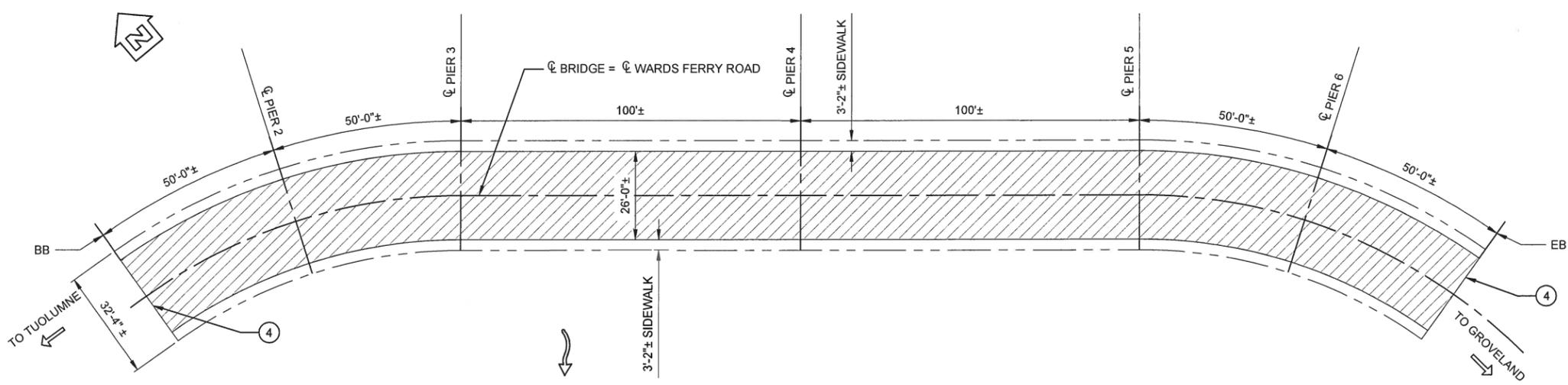
DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES (PRELIMINARY STAGE ONLY)	SHEET	OF
→	3/18/16, 5/21/16, 8/21/16, 1/24/17	2	11

Drawing Name: P:\513 Tuolumne County BMP\06 CAD\Structure\513 GP 1104.dwg
Last Opened: Jan 17, 2017 - 10:48am by Kai



FERRETTI ROAD OVER BIG CREEK (32C0055)
1" = 10'

- LEGEND**
- INDICATES EXISTING STRUCTURE
 - INDICATES NEW CONSTRUCTION
 - INDICATES DIRECTION OF TRAFFIC
 - INDICATES DIRECTION OF FLOW
 - INDICATES LIMITS OF CLEAN AND TREAT BRIDGE DECK WITH METHACRYLATE
 - INDICATES APPROACH ROADWAY RECONSTRUCTION. SEE TYPICAL APPROACH ROADWAY RECONSTRUCTION DETAIL ON "REPAIR DETAILS NO. 1" SHEET.
 - INDICATES PREPARE CONCRETE BRIDGE DECK SURFACE AND FURNISH AND PLACE POLYESTER CONCRETE OVERLAY. SEE POLYESTER OVERLAY DETAIL ON "REPAIR DETAILS NO. 1" SHEET.



WARDS FERRY ROAD OVER TUOLUMNE RIVER (32C0012)
1" = 20'

- NOTES:**
- ① REPAIR CONCRETE SPALLS AT BENT CAP (4 LOCATIONS, TOTAL 4 SF).
 - ② PAINT 4" WHITE EDGELINE TO MATCH EXISTING.
 - ③ PAINT DOUBLE YELLOW LINES PER DETAIL 21.
 - ④ REMOVE EXISTING JOINT MATERIAL AND REPLACE WITH NEW TYPE A JOINT SEAL.

NOTE:
THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATION OF OF ANY MATERIAL.

MGE ENGINEERING, INC.
7415 GREENHAVEN DRIVE SUITE 100
SACRAMENTO, CALIFORNIA 95831
(916) 421-1000



1/20/2017
PLANS APPROVAL DATE

DESIGN	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>
DETAILS	BY <i>J. Helm</i>	CHECKED <i>P. Zhao</i>
QUANTITIES	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>

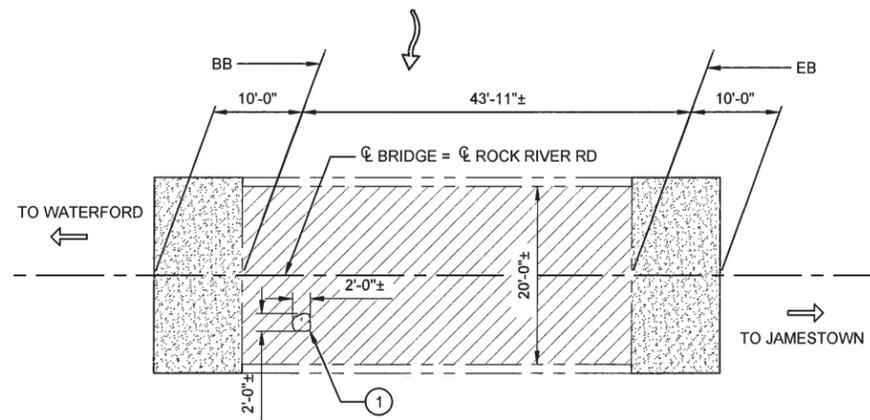
PREPARED FOR THE
**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

W. Sennett
PROJECT ENGINEER

BRIDGE NO.	VARIES	TUOLUMNE COUNTY BPMP CONTRACT NO. 1674														
POST MILE	N/A															
GENERAL PLAN NO. 2																
DISREGARD PRINTS BEARING EARLIER REVISION DATES		<table border="1"> <tr> <th colspan="5">REVISION DATES (PRELIMINARY STAGE ONLY)</th> <th>SHEET</th> <th>OF</th> </tr> <tr> <td>3/18/16</td> <td>5/24/16</td> <td>8/24/16</td> <td>1/24/17</td> <td></td> <td>3</td> <td>11</td> </tr> </table>	REVISION DATES (PRELIMINARY STAGE ONLY)					SHEET	OF	3/18/16	5/24/16	8/24/16	1/24/17		3	11
REVISION DATES (PRELIMINARY STAGE ONLY)					SHEET	OF										
3/18/16	5/24/16	8/24/16	1/24/17		3	11										

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS
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Last Opened: Jan 17, 2017 - 10:48am by Kai



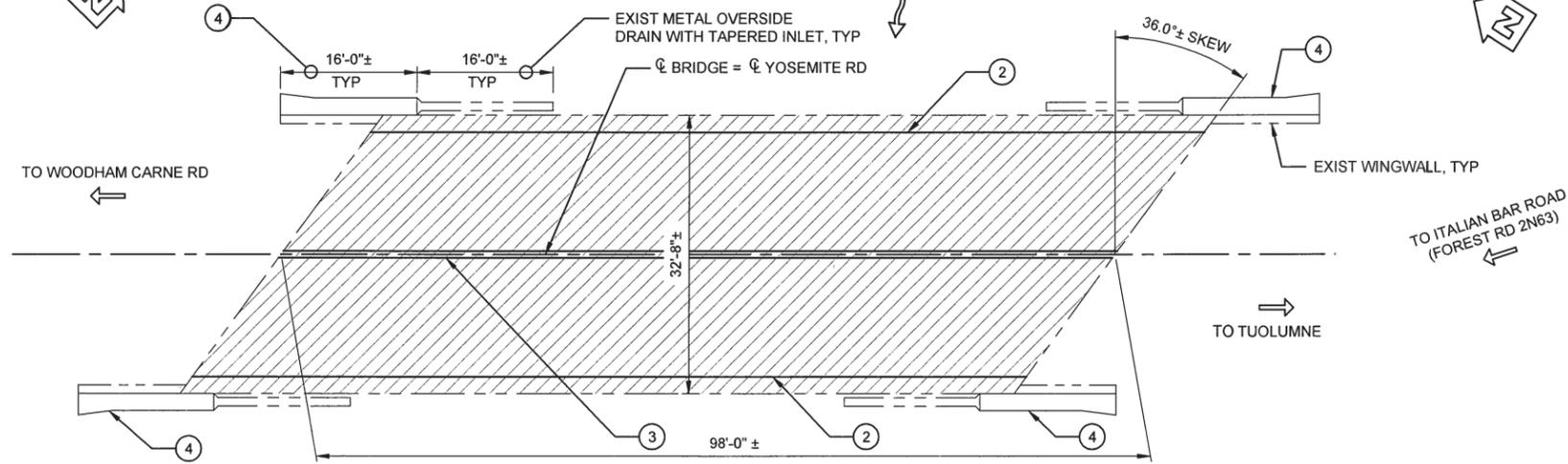
ROCK RIVER ROAD OVER DRY CREEK (32C0019)
1" = 10'

LEGEND

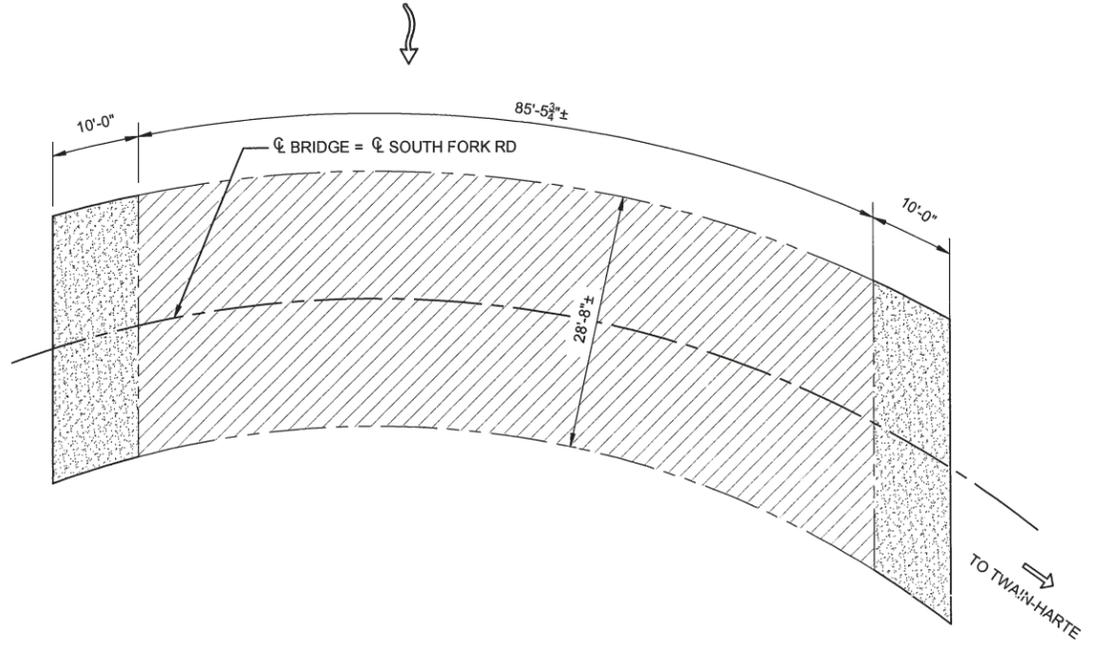
- INDICATES EXISTING STRUCTURE
- INDICATES NEW CONSTRUCTION
- INDICATES DIRECTION OF TRAFFIC
- ↷ INDICATES DIRECTION OF FLOW
- [Hatched Box] INDICATES LIMITS OF CLEAN AND TREAT BRIDGE DECK WITH METHACRYLATE
- [Stippled Box] INDICATES APPROACH ROADWAY RECONSTRUCTION. SEE TYPICAL APPROACH ROADWAY RECONSTRUCTION DETAIL ON "REPAIR DETAILS NO. 1" SHEET.

NOTES:

- ① INDICATES REMOVE AND REPAIR UNSOUND CONCRETE (2 CF), SEE "TYPICAL DECK REPAIR DETAIL" ON "REPAIR DETAILS NO. 1" SHEET.
- ② PAINT 4" WHITE EDGELINE TO MATCH EXISTING.
- ③ PAINT DOUBLE YELLOW LINES PER DETAIL 21.
- ④ REMOVE EXIST REINFORCED CONCRETE DRAINAGE DITCH. CONSTRUCT NEW REINFORCED CONCRETE DRAINAGE DITCH PER "CONCRETE DRAINAGE DITCH DETAILS" ON "REPAIR DETAILS NO. 2" SHEET. REMOVE AND REINSTALL EXIST TAPERED INLET PORTION OF EXIST METAL OVERSIDE DRAIN IF NEEDED TO FACILITATE REMOVAL OF EXIST CONCRETE.



YOSEMITE ROAD OVER TURNBACK CREEK (32C0025)
1" = 10'



SOUTH FORK ROAD OVER SOUTH FORK STANISLAUS RIVER (32C0029)
1" = 10'

NOTE:
THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATION OF ANY MATERIAL.

MGE ENGINEERING, INC.
7415 GREENHAVEN DRIVE SUITE 100
SACRAMENTO, CALIFORNIA 95831
(916) 421-1000



1/20/2017
PLANS APPROVAL DATE

DESIGN	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>
DETAILS	BY <i>J. Helm</i>	CHECKED <i>P. Zhao</i>
QUANTITIES	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>

PREPARED FOR THE
**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

W. Sennett
PROJECT ENGINEER

BRIDGE NO.	VARIES
POST MILE	N/A

TUOLUMNE COUNTY BMP CONTRACT NO. 1674

GENERAL PLAN NO. 3

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

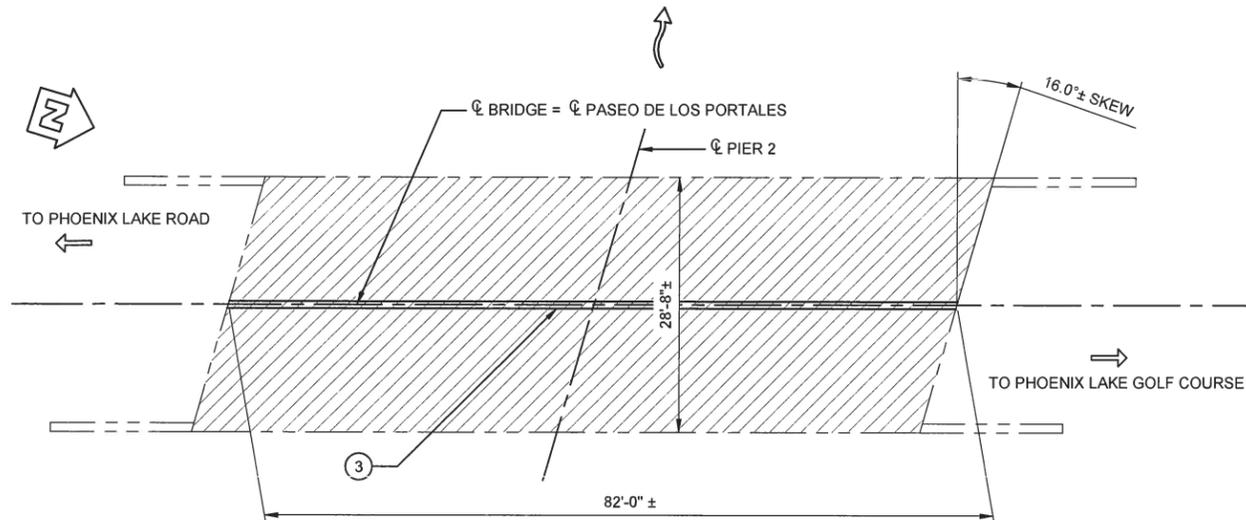


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DISREGARD PRINTS BEARING EARLIER REVISION DATES

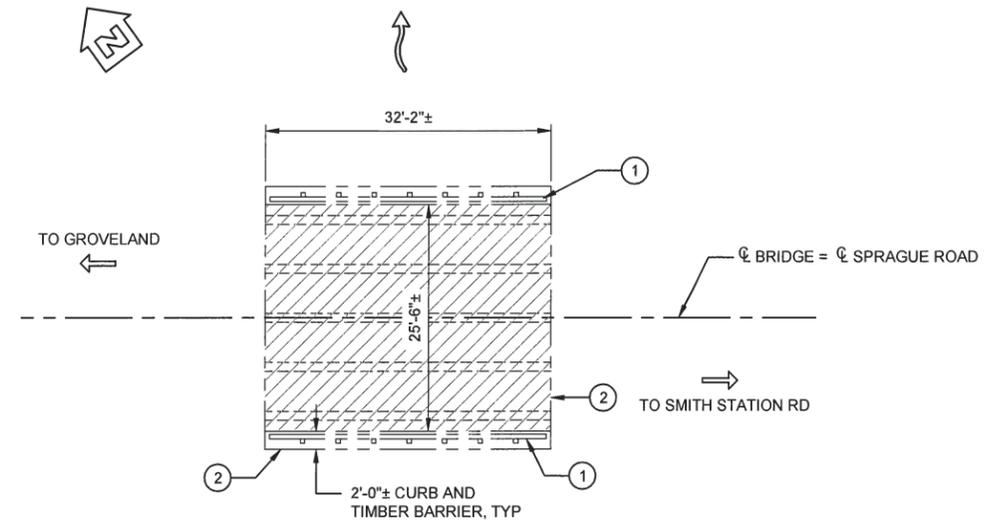
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3/18/16	5/24/16	8/24/16	1/24/17			4	11

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Last Opened: Jan 17, 2017 - 10:48am by Kai



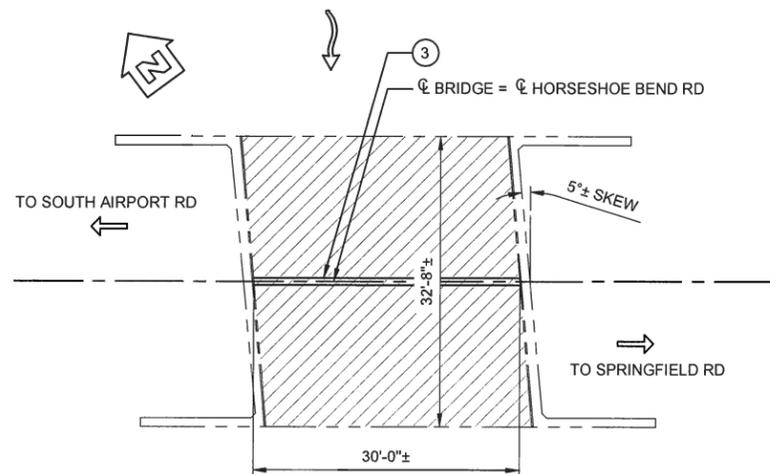
PASEO DE LOS PORTALES OVER SULLIVAN CREEK (32C0068)

1" = 10'



SPRAGUE ROAD OVER BIG CREEK (32C0072)

1" = 10'



HORSESHOE BEND ROAD OVER MORMON CREEK (32C0031)

1" = 10'

LEGEND

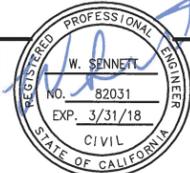
- INDICATES EXISTING STRUCTURE
- INDICATES NEW CONSTRUCTION
- INDICATES DIRECTION OF TRAFFIC
- INDICATES DIRECTION OF FLOW
- INDICATES LIMITS OF CLEAN AND TREAT BRIDGE DECK WITH METHACRYLATE

NOTES:

- ① REMOVE EXISTING WOOD POSTS AND RAIL ELEMENTS OF BRIDGE BARRIER RAILINGS. CONSTRUCT CONCRETE BARRIER (TYPE 732R). FOR DETAILS NOT SHOWN, SEE "REPAIR DETAILS NO. 2" SHEET.
- ② REPAIR CONCRETE SPALLS AT TWO LOCATIONS (4 SF).
- ③ PAINT DOUBLE YELLOW LINES PER DETAIL 21.

NOTE:
THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATION OF ANY MATERIAL.

MGE ENGINEERING, INC.
7415 GREENHAVEN DRIVE SUITE 100
SACRAMENTO, CALIFORNIA 95831
(916) 421-1000



1/20/2017
PLANS APPROVAL DATE

DESIGN	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>
DETAILS	BY <i>J. Helm</i>	CHECKED <i>P. Zhao</i>
QUANTITIES	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>

PREPARED FOR THE
**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

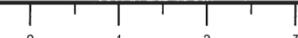
W. Sennett
PROJECT ENGINEER

BRIDGE NO.	VARIES
POST MILE	N/A

TUOLUMNE COUNTY BMP CONTRACT NO. 1674

GENERAL PLAN NO. 4

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

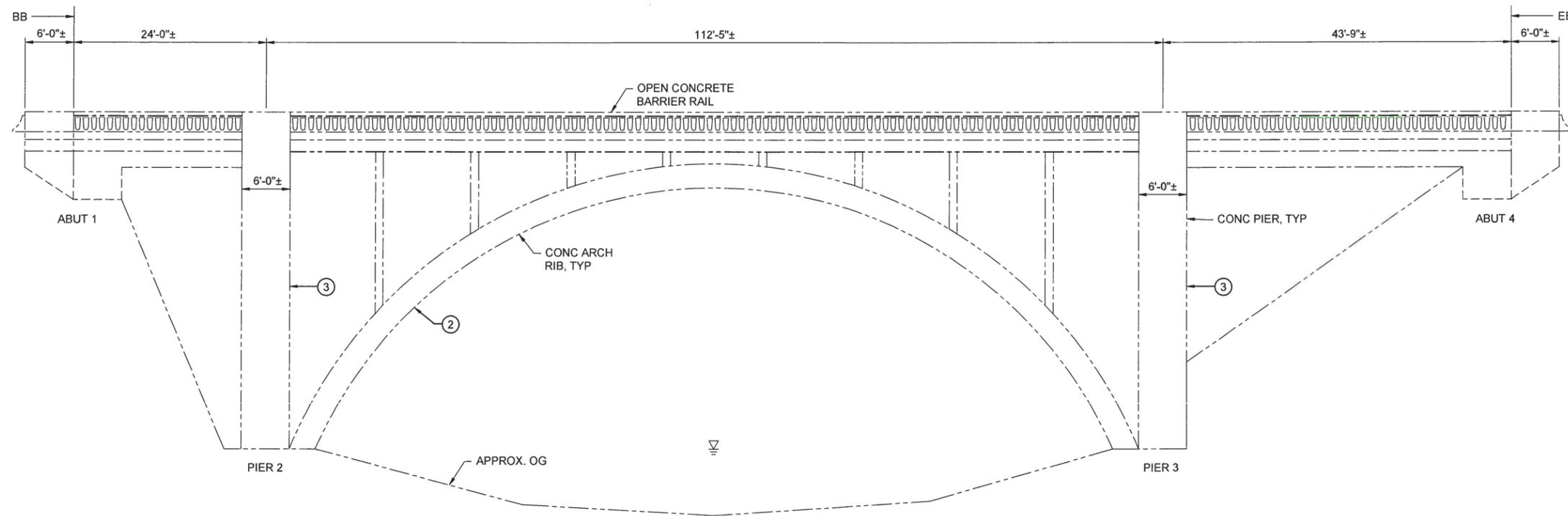


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EA

DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)	
3/15/10	5/21/10
8/21/10	1/24/17

SHEET 5 OF 11



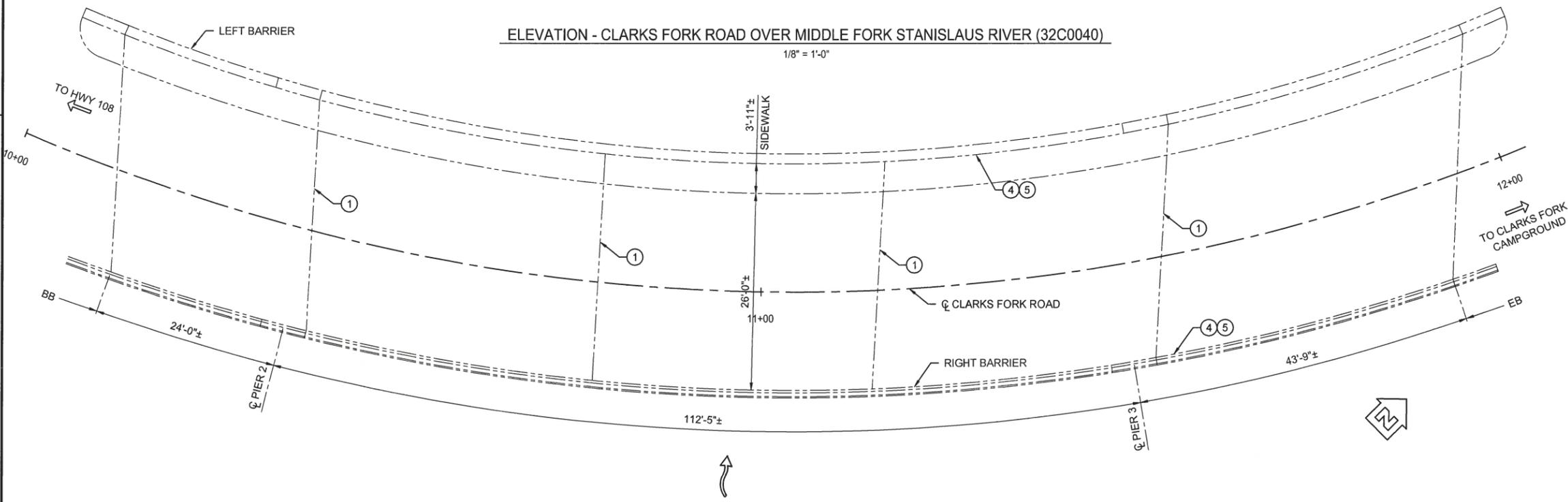
REPAIR DELAMINATED AND SPALLED CONCRETE		
ITEM	REMOVE UNSOUND CONCRETE	REPAIR SPALLED SURFACE AREA
②	0.75 CF	3.0 SQ. FT.
③	1.50 CF	6.0 SQ. FT.
④	5.00 CF	20.0 SQ. FT.

LEGEND

- INDICATES EXISTING STRUCTURE
- INDICATES NEW CONSTRUCTION
- INDICATES DIRECTION OF TRAFFIC
- ↷ INDICATES DIRECTION OF FLOW

ELEVATION - CLARKS FORK ROAD OVER MIDDLE FORK STANISLAUS RIVER (32C0040)

1/8" = 1'-0"



PLAN - CLARKS FORK ROAD OVER MIDDLE FORK STANISLAUS RIVER (32C0040)

1/8" = 1'-0"

NOTES:

- ① REMOVE EXISTING JOINT MATERIAL AND REPLACE WITH NEW TYPE A JOINT SEAL.
- ② REMOVE UNSOUND CONCRETE & REPAIR CONCRETE SPALLS ON DOWNSTREAM ARCH RIB AS DIRECTED BY THE ENGINEER.
- ③ REMOVE UNSOUND CONCRETE & REPAIR CONCRETE SPALLS ON DOWNSTREAM FACE OF PIER 2 & 3 AS DIRECTED BY THE ENGINEER.
- ④ REMOVE UNSOUND CONCRETE AND REPAIR SPALLED SURFACE AREAS AS DIRECTED BY THE ENGINEER.
- ⑤ REMOVE AND REPLACE CONCRETE, SEE "CLARKS FORK ROAD BARRIER REPAIR DETAILS" SHEET FOR LIMITS OF REPAIRS.

NOTE:
THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATION OF ANY MATERIAL.

MGE ENGINEERING, INC.
7415 GREENHAVEN DRIVE SUITE 100
SACRAMENTO, CALIFORNIA 95831
(916) 421-1000



1/20/2017
PLANS APPROVAL DATE

DESIGN	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>
DETAILS	BY <i>J. Helm</i>	CHECKED <i>P. Zhao</i>
QUANTITIES	BY <i>W. Sennett</i>	CHECKED <i>P. Zhao</i>

PREPARED FOR THE
**COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY**

W. Sennett
PROJECT ENGINEER

BRIDGE NO.	VARIABLES
POST MILE	N/A

TUOLUMNE COUNTY BMP CONTRACT NO. 1674

GENERAL PLAN NO. 5

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS

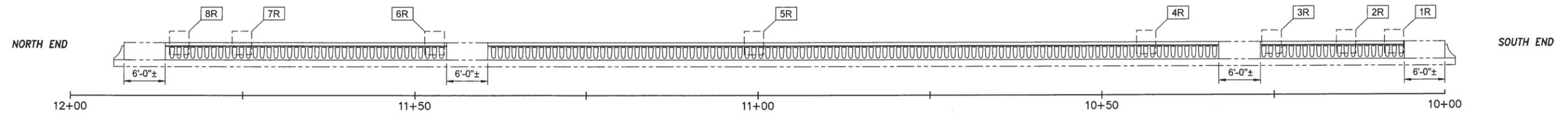


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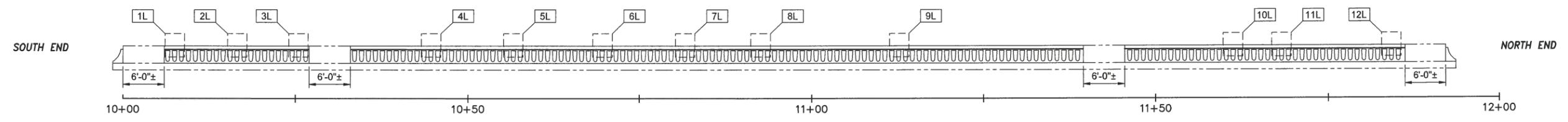
DISREGARD PRINTS BEARING EARLIER REVISION DATES

REVISION DATES (PRELIMINARY STAGE ONLY)						SHEET	OF
3/18/16	5/24/16	8/24/16	1/24/17			6	11

Drawing Name: P:\13 Tuolumne County BMP\06 CAD\Structure\BR-32C0040 - REPAIR DETAILS.dwg
Last Opened: Jan 17, 2017 - 10:50am by Kai



ELEVATION - RIGHT BARRIER
1/8" = 1'-0"



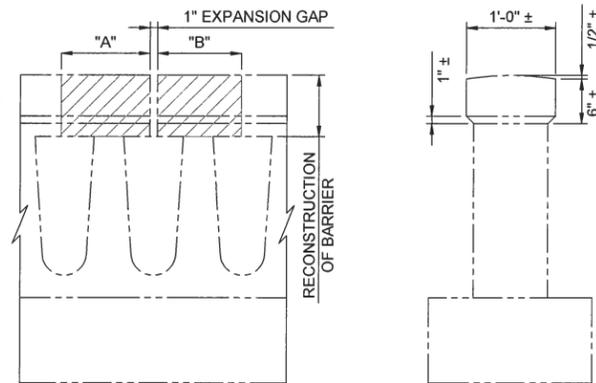
ELEVATION - LEFT BARRIER
1/8" = 1'-0"

TABLE 1 RIGHT BARRIER EXPANSION JOINT REPAIR

JOINT	LIMITS OF REMOVE AND REPLACE CONCRETE - MINOR CONCRETE (BARRIER RAILING)	
	A (IN)	B (IN)
1R	24	12
2R	16	16
3R	6	24
4R	6	0
5R	6	0
6R	9	6
7R	12	12
8R	3	24

TABLE 2 LEFT BARRIER EXPANSION JOINT REPAIR

JOINT	LIMITS OF REMOVE AND REPLACE CONCRETE - MINOR CONCRETE (BARRIER RAILING)	
	A (IN)	B (IN)
1L	6	0
2L	14	12
3L	6	9
4L	16	12
5L	10	6
6L	NOTE 1	
7L		
8L		
9L	12	8
10L	0	6
11L	24	24
12L	18	6



NOTE:
DIMENSIONS ARE SHOWN FROM INSIDE FACE OF BARRIER RAIL.

ELEVATION SECTION
TYPICAL EXPANSION JOINT REPAIR DETAIL
1" = 1'-0"

NOTES:
1. EXPANSION JOINT REPAIR APPROXIMATE LIMITS FOR JOINTS 6L, 7L AND 8L IS A TOTAL OF 32'.
2. THE CONTRACTOR MUST VERIFY ALL CONTROLLING FIELD DIMENSIONS BEFORE ORDERING OR FABRICATION OF ANY MATERIAL.

LEGEND
REMOVE EXISTING CONCRETE. REINFORCEMENT TO REMAIN.



PLANS APPROVAL DATE
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DETAILS	BY J. Helm	CHECKED P. Zhao
QUANTITIES	BY W. Sennett	CHECKED P. Zhao

PREPARED FOR THE
COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

W. Sennett
PROJECT ENGINEER

BRIDGE NO.
32C0040
POST MILE
N/A

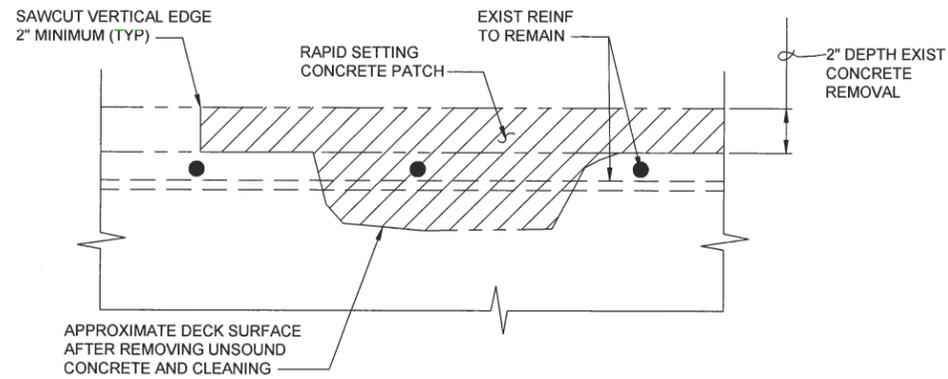
TUOLUMNE COUNTY BPMP CONTRACT NO. 1674
CLARKS FORK ROAD BARRIER REPAIR DETAILS

ORIGINAL SCALE IN INCHES FOR REDUCED PLANS
0 1 2 3

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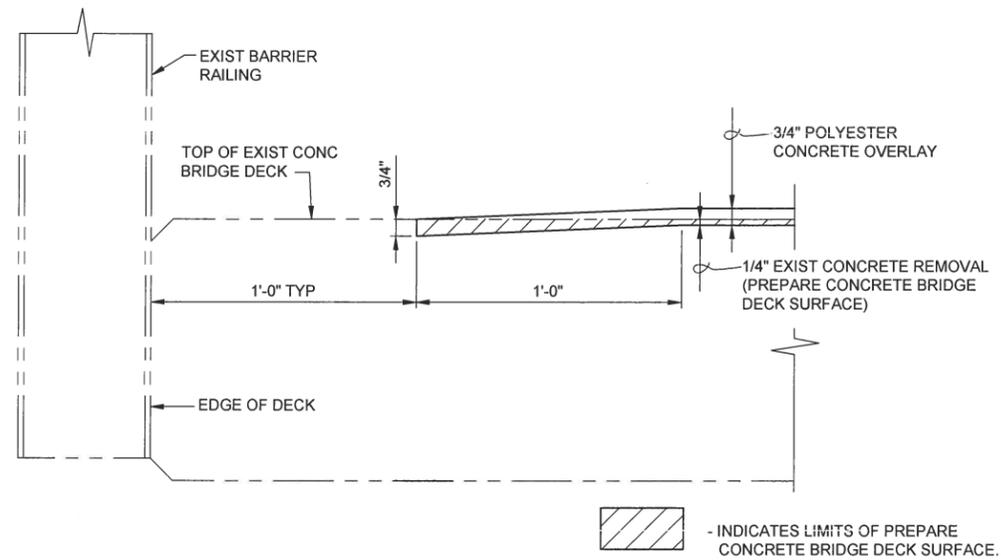
DISREGARD PRINTS BEARING EARLIER REVISION DATES	REVISION DATES (PRELIMINARY STAGE ONLY)	SHEET OF
	3/18/16 5/24/16 8/24/16 1/24/17	7 11

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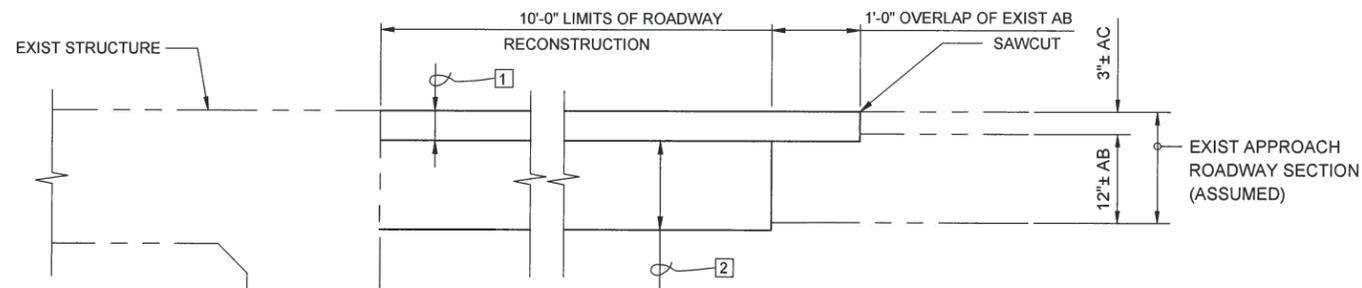
TYPICAL DECK REPAIR DETAIL

3" = 1'-0"



POLYESTER OVERLAY DETAIL (32C0055)

3" = 1'-0"



LEGEND

- 1 4" HOT MIX ASPHALT (TYPE A)
- 2 12" CLASS 2 AGGREGATE BASE

TYPICAL APPROACH ROADWAY RECONSTRUCTION DETAIL

1" = 1'-0"

NOTE:

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PREPARED FOR THE
COUNTY OF TUOLUMNE
COMMUNITY RESOURCES AGENCY

W. Sennett
PROJECT ENGINEER

BRIDGE NO.	VARIES
POST MILE	N/A

TUOLUMNE COUNTY BMP CONTRACT NO. 1674
REPAIR DETAILS NO. 1

ORIGINAL SCALE IN INCHES
FOR REDUCED PLANS

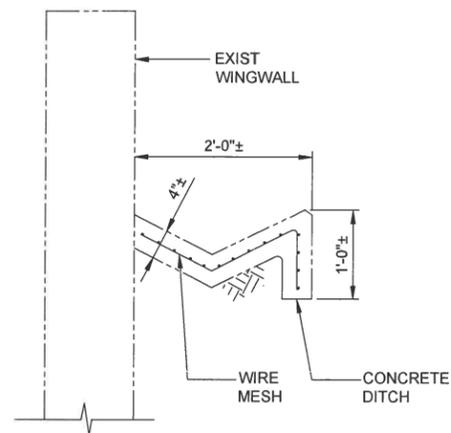


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DISREGARD PRINTS BEARING
EARLIER REVISION DATES

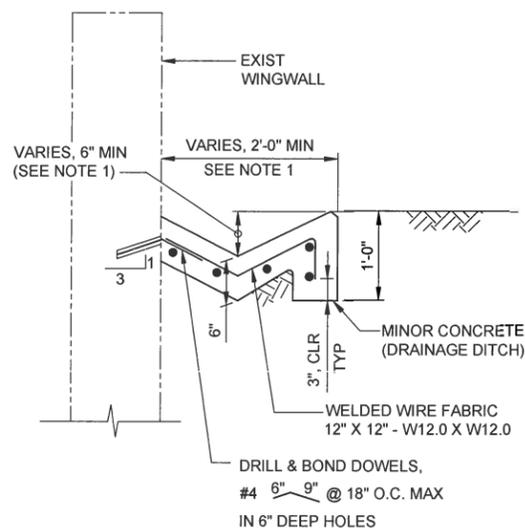
REVISION DATES (PRELIMINARY STAGE ONLY)			
3/15/10	5/21/10	10/24/10	1/24/17

SHEET 8 OF 11



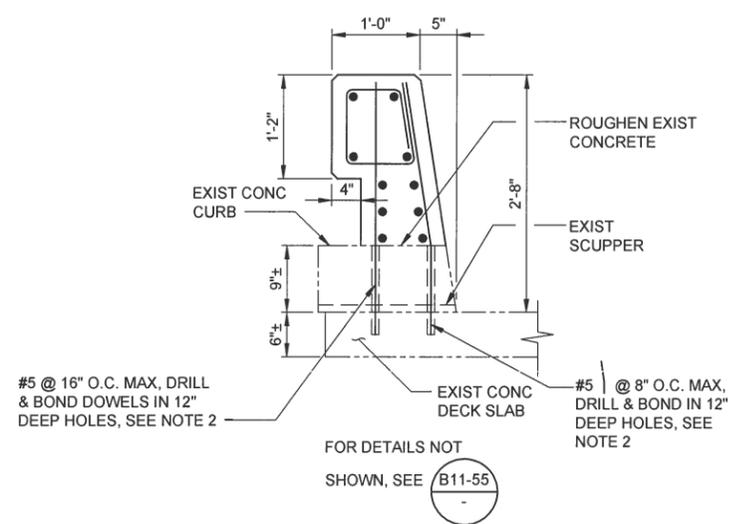
EXISTING DRAINAGE DITCH (32C0029)

1" = 1'-0"



CONCRETE DRAINAGE DITCH DETAILS (32C0029)

1" = 1'-0"



CONCRETE BARRIER TYPE 732R DETAILS (32C0072)

1" = 1'-0"

NOTE:

1. SHAPE CONCRETE DITCH AS DIRECTED BY THE ENGINEER TO DIRECT ALL DITCH FLOWS INTO EXSITING OVERSIDE METAL DRAIN.
2. ADJUST LOCATIONS TO PROVIDE 3" MIN CLEARANCE TO EXISTING SCUPPERS.

NOTE:

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PROJECT ENGINEER

BRIDGE NO.	VARIES
POST MILE	N/A

TUOLUMNE COUNTY BMP CONTRACT NO. 1674
REPAIR DETAILS NO. 2

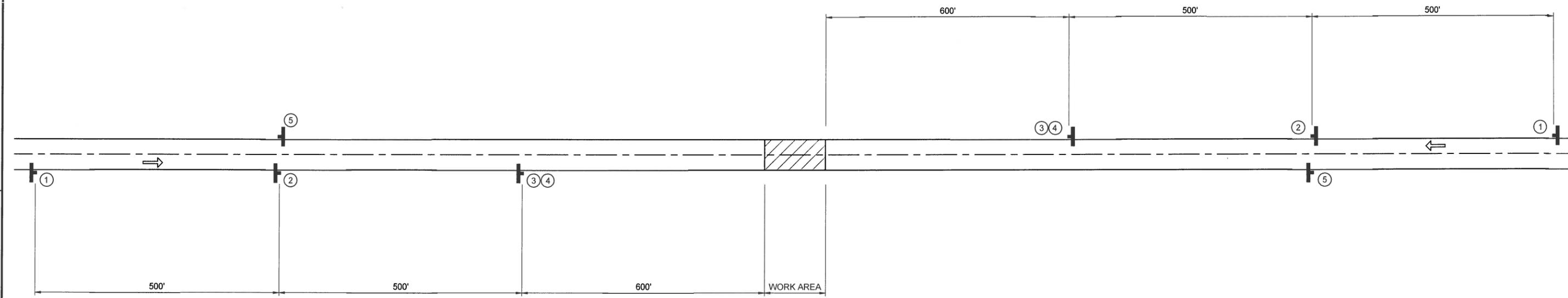
ORIGINAL SCALE IN INCHES FOR REDUCED PLANS
0 1 2 3

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DISREGARD PRINTS BEARING EARLIER REVISION DATES →

REVISION DATES (PRELIMINARY STAGE ONLY)	3/28/10	5/21/10	8/21/10	1/24/17
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SHEET 9 OF 11



TYPICAL CONSTRUCTION AREA SIGN DETAILS

NO SCALE

LEGEND



INDICATES DIRECTION OF TRAFFIC

TYPICAL CONSTRUCTION AREA SIGNS

SIGN DESIGNATION	SIGN CODE	DESCRIPTION
①	W20-1	ROAD WORK AHEAD
②	W20-4	ONE LANE ROAD AHEAD
③	W20-7	FLAGGER
④	W16-2p	500 FEET
⑤	G20-2	END ROAD WORK

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COUNTY OF TUOLUMNE
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W. Sennett
 PROJECT ENGINEER

BRIDGE NO.	32C0040
POST MILE	N/A

TUOLUMNE COUNTY BPMP CONTRACT NO. 1674

CONSTRUCTION AREA SIGN DETAILS NO. 1

ORIGINAL SCALE IN INCHES
 FOR REDUCED PLANS

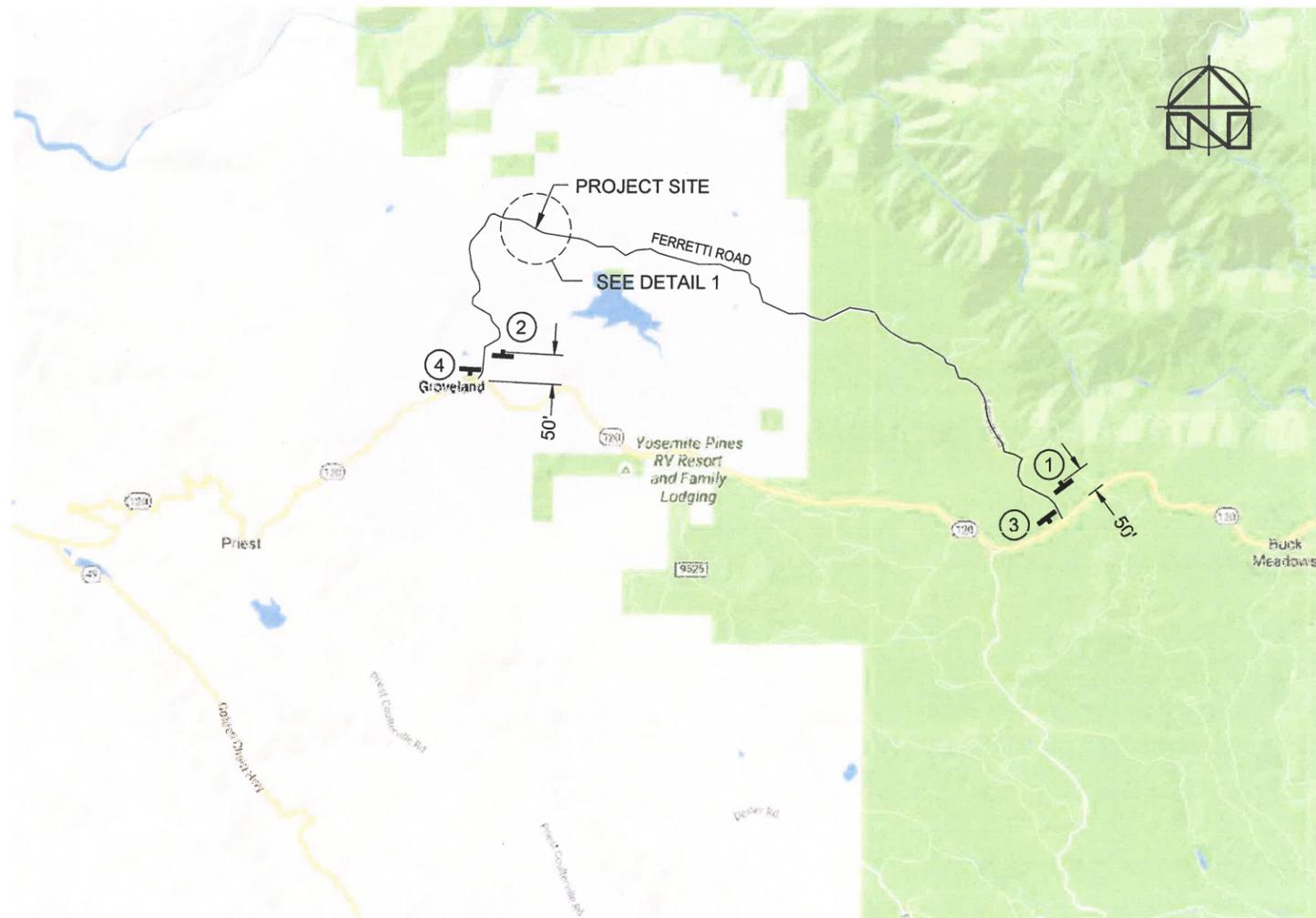


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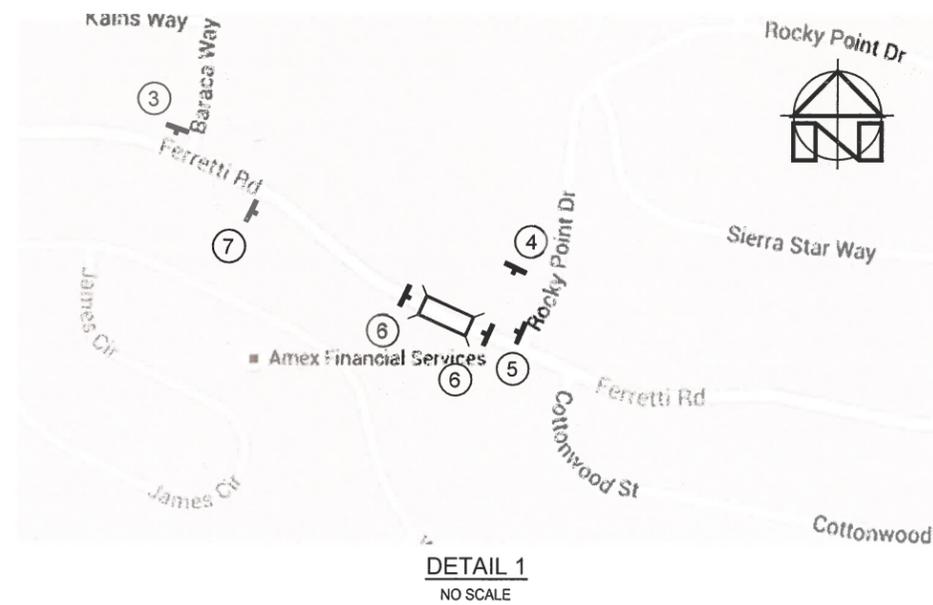
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REVISION DATES (PRELIMINARY STAGE ONLY)				
3/18/16	5/24/16	8/24/16	1/24/17	

SHEET 10 OF 11



CONSTRUCTION AREA SIGNS FOR FERRETTI ROAD BRIDGE CLOSURE
NO SCALE



DETAIL 1
NO SCALE

SIGN DESIGNATION	SIGN CODE	DESCRIPTION
①	R11-36	BRIDGE OUT ROAD OPEN TO ROCKY POINT DRIVE LOCAL TRAFFIC ONLY
②	R11-36	BRIDGE OUT ROAD OPEN TO BARACA WAY LOCAL TRAFFIC ONLY
③	M4-10	RIGHT DETOUR ARROW
④	M4-10	LEFT DETOUR ARROW
⑤	R11-36	BRIDGE OUT 100 FT AHEAD
⑥	R11-2	BRIDGE CLOSED (MOUNT ON TYPE III BARRICADE)
⑦	R11-36	BRIDGE OUT 500 FT AHEAD

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W. Sennett
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BRIDGE NO.
32C0040
POST MILE
N/A

TUOLUMNE COUNTY BPMP CONTRACT NO. 1674

CONSTRUCTION AREA SIGN DETAILS NO. 2

ORIGINAL SCALE IN INCHES
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SHEET OF
11 11