

**COUNTY OF SANTA CRUZ  
DEPARTMENT OF PUBLIC WORKS**

**BOOK 2 OF 2**

**SPECIAL PROVISIONS  
AND NOTICE TO BIDDERS**

**FOR CONSTRUCTION OF**

**OLD SANTA CRUZ HIGHWAY  
PM 1.01 AND 1.06 STORM DAMAGE  
REPAIR PROJECTS  
FEMA PA-09-CA-4308-PW-00485**

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS  
DATED 2024 AND STANDARD PLANS DATED 2018**

**BIDS OPEN: JULY 24, 2025**

**THIS IS A PREVAILING WAGE PROJECT**

# **SPECIAL NOTICES**

See Section 7-1.02K(3) for the requirements for electronic submittal of certified payroll records using LCPtracker Pro.

## PROJECT DIRECTORY/SIGNATURE PAGE


PROJECT: OLD SANTA CRUZ HIGHWAY PM 1.01 AND 1.06  
STORM DAMAGE REPAIR PROJECTS  
FEMA PA-09-CA-4308-PW-00485

OWNER: COUNTY OF SANTA CRUZ, DEPARTMENT OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060

CONTACT PERSON: AMBER MYER AT (831)465-4203

CIVIL ENGINEERING STAFF IN RESPONSIBLE CHARGE: JOEL LACAGNINA, ROAD DESIGN SENIOR

THESE SPECIAL PROVISIONS CONTAINED HEREIN HAVE BEEN PREPARED BY OR UNDER THE DIRECTION OF THE FOLLOWING REGISTERED PERSONS:

  
\_\_\_\_\_  
Registered Civil Engineer Date 3/7/2025



  
\_\_\_\_\_  
Registered Civil Engineer Date 3/7/2025



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## STANDARD PLANS LIST

The standard plan sheets applicable to this Contract include those listed below. The applicable revised standard plans (RSPs) listed below are included in the project plans.

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)

### PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS

RSP A20B	Pavement Markers and Traffic Lines - Typical Details
RSP A24E	Pavement Markings - Words

### OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

RSP A73B	Markers
A73C	Delineators, Channelizers and Barricades

### MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS

RSP A77L2	Midwest Guardrail System - Standard Railing Section (Steel Post with Notched Wood or Notched Recycled Plastic Block)
RSP A77M1	Midwest Guardrail System - Standard Hardware
RSP A77N2	Midwest Guardrail System - Steel Post and Notched Wood Block Details
RSP A77N3	Midwest Guardrail System - Typical Line Post Embedment and Hinge Point Offset Details
RSP A77N4	Midwest Guardrail System - Typical Railing Delineation and Dike Positioning Details

### MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR EMBANKMENTS

RSP A77P2	Midwest Guardrail System - Typical Layouts for Embankments
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### CRASH CUSHIONS

### CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

A87B	Hot Mix Asphalt Dikes
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### DRAINAGE INLETS, PIPE INLETS AND GRATES

D72B	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D72C	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D72F	CIP Drainage Inlet Notes
D72G	CIP Drainage Inlet Tables
D73B	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D73C	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D73F	Precast Drainage Inlet Notes
D73G	Precast Drainage Inlet Tables
D74	Drainage Inlet Details
D77A	Grate Details No. 1
D77B	Grate Details No. 2

### PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS

RSP D87B	Plastic Pipe Downdrain Details
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### LANDSCAPE AND EROSION CONTROL

H1	Landscape and Erosion Control Symbols
H2	Landscape Details

### TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN

T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T3A	Temporary Railing (Type K)

T3B                      Temporary Railing (Type K)

**COUNTY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS**

**NOTICE TO BIDDERS**

The County of Santa Cruz Department of Public Works is accepting electronic Proposal submissions for the

**OLD SANTA CRUZ HIGHWAY PM 1.01 AND 1.06**

**STORM DAMAGE REPAIR PROJECTS**

**FEMA PA-09-CA-4308-PW-00485**

**Bid opening will occur on JULY 24, 2025, no later than 2:00 p.m. and soon thereafter, will be publicly opened and read.**

**GENERAL WORK DESCRIPTION:**

The project location in the County of Santa Cruz is as follows:

- In the unincorporated area of the County of Santa Cruz, along Old Santa Cruz Highway at Post Mile 1.01 and 1.06

Work includes storm damage repairs. Major work includes, but is not limited to:

- Construction of soldier pile retaining walls with timber lagging and tiebacks
- Pavement Reconstruction
- Drainage Improvements
- Install Midwest Guardrail Systems
- Erosion control and re-vegetation
- Traffic Control including Temporary Signals.

The work to be performed under the Contract Documents requires that the Contractor possess a Class "A" license at the time that this contract is awarded. The bidder must be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the "contract documents" and must be skilled and regularly engaged in the general class or type of work called for under this contract. Contractor and all listed subcontractors must be registered with the Department of Industrial Relations pursuant to Section 1725.5 of the Labor Code.

**THIS PROJECT HAS A GOAL OF 3% FOR DISADVANTAGED BUSINESS ENTERPRISE**

**For the Federal training program, the number of trainees or apprentices is 0**

**Federal-aid project No.: FEMA PA-09-CA-4308-PW-00485**

**Complete the work within 100 working days.**

**The estimated cost of the project is \$1,346,762.00**

Examine the job site and contract documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and bid item list by submitting an electronic inquiry for clarification via the online procurement portal, OpenGov, a minimum of 5 days before bid opening. Failure to do so may result in rejection of a bid or rescission of an award. The correction of the bid documents during the bidding period will be made by issuing an addendum. Any other interpretation or explanation will not be considered binding.

Prevailing wages are required on this Contract. The Director of the California Department of Industrial Relations determines the general prevailing wage rates. Obtain the wage rates at the DIR Web site, <http://www.dir.ca.gov>, or from the Department's Labor Compliance Office of the district in which the work is located.

If the minimum wage rates as determined by the United States Secretary of Labor differs from 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 must not pay less than the higher wage rate. The County does 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 must not pay less than the federal minimum wage rate that most closely approximates the duties of the employees in question.

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

Award shall be on the basis of the total base bid. Award made to the lowest responsive and responsible bidder. The County of Santa Cruz and its Board of Supervisors reserve the right to waive minor irregularities and/ or reject any or all bids received as the public good may require.

Bid protests must be filed in writing with the Director of Public Works of the County of Santa Cruz, 701 Ocean Street, Rm. 410, Santa Cruz, California, 95060, by certified or registered mail, or by hand delivery during normal working hours not later than three (3) days after the bid opening or, if the protest is based on the selection of the apparent lowest responsible bidder, not later than three (3) days after selection of the apparent lowest responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.

## **CONTRACT DOCUMENTS:**

A digital copy of the Contract documents is available free of charge and can be downloaded via the online procurement portal, OpenGov, <https://procurement.opengov.com/portal/santacruzcounty>

A hard copy of the Contract documents will be made available for purchase for \$85.00 at the County of Santa Cruz Department of Public Works, Room 410, 701 Ocean Street, Santa Cruz, California. No partial sets will be issued.

## **PROPOSAL INSTRUCTIONS:**

Bidders shall create a free of charge account via the online procurement portal, ProcureNow by signing up at <https://procurement.opengov.com/signup>.

For additional information on account registration, see <https://opengov.my.site.com/support/s/>

Once account registration is completed, browse back to this page, <https://procurement.opengov.com/portal/santacruzcounty>, click on the "Project Name", "Submit Response", and follow the instructions to submit the electronic bid.

Only electronic Proposals will be accepted.

Proposal forms for this work must be uploaded via the online procurement portal, OpenGov. Copies are included in a separate book entitled:

BOOK 1 of 2

BID BOOK

FOR CONSTRUCTION OF

**OLD SANTA CRUZ HIGHWAY PM 1.01 AND 1.06**

**STORM DAMAGE REPAIR PROJECTS**

**FEMA PA-09-CA-4308-PW-00485**

Cashier's check or certified check, payable to the order of the County of Santa Cruz, of not less ten percent (10%) of the bid submitted, payable to the County of Santa Cruz and signed by the bidder as well as a corporate surety, shall accompany the bid. Bidder's bonds shall be issued by a corporate surety duly admitted and authorized to issue bonds and undertakings by the State of California. Scan and upload a copy of your bid bond/cashier's check via the online procurement portal, OpenGov.

After bid opening, please mail the original Proposal forms and bid bond/cashier's or certified check within 4 business days to the Contract Analyst, Rosa Ortiz-Rocha;

Attn: Rosa Ortiz-Rocha  
County of Santa Cruz Department of Public Works  
Bid Proposal for (insert Project Name)  
701 Ocean Street, Room 410  
Santa Cruz, CA 95060

Any questions concerning the bid process, required submittals, evaluation criteria, bid schedule, and selection process should be sent through OpenGov.

**BID OPENING:**

The County of Santa Cruz Department of Public Works will conduct bid openings through the videoconferencing platform, Zoom, in lieu of in person attendance.

Bid results will be posted to OpenGov after the bid opening.

To view the live bid opening please go to:

Topic: BID OPENING MEETING: MULTIPLE STORM DAMAGE REPAIR  
PROJECTS 25-1760, 25-1415

Date and Time: JULY 24, 2025 at 2:00 p.m. Pacific Time

Zoom Meeting:

<https://us02web.zoom.us/j/8049265398?pwd=nv0W5lqKgOXMGNDkfqqfMk4iDsVHel.1&omn=86803819975>

Meeting ID: 804 926 5398

Passcode: 1234

Phone Number: 1 669 444 9171

Find your local number: 1 669 900 6833

DEPARTMENT OF PUBLIC WORKS  
COUNTY OF SANTA CRUZ

Date: 5/12/2025

DocuSigned by:  
  
50EBA0644540486...

Matthew Machado  
Deputy CAO/Director of Public Works

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*.

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DIVISION I GENERAL PROVISIONS

1 GENERAL

Replace the following definitions in section 1-1.07B:

**Contract:** Written and executed contract between the Department and the Contractor. The contract includes all contract documents.

**Department:** Department of Public Works of the County of Santa Cruz, California.

**Director:** Director of Public Works of the County of Santa Cruz, California.

**Engineer:** The Director of Public Works of the County of Santa Cruz or the designated representative.

**State:** The County of Santa Cruz, California.

Add to section 1-1.07B:

**Board of Supervisors:** Board of Supervisors of the County of Santa Cruz, California.

**Construction Change Directive(CCD):** Written directive, signed by County, directing Contractor to perform and/or omit certain work. Promptly comply with the Construction Change Directive and promptly perform and/or omit the work specified

**Contract Documents:** Includes Bid Book (Book 1 of 2), Special Provisions and Notice to Bidders (Book 2 of 2),Standard Specifications, Project Plans, Standard Plans, Revised Standard Plans, supplemental project information, any addenda issued, Change Orders, and any other documentation described as such in the Contract Documents.

**Contract Sum:** Total compensation specified in the contract. The Contract Sum may be adjusted by Change Order

**County:** Santa Cruz, California its trustees, officers, and employees.

**County Clerk:** County Clerk of the County of Santa Cruz, California.

**County Counsel:** County Counsel of the County of Santa Cruz, California.

**Department of Transportation:** Department of Public Works of the County of Santa Cruz, California.

**District:** Department of Public Works of the County of Santa Cruz, California.

**Laboratory or Transportation Laboratory:** Laboratory suitable to the Engineer.

**Office of Administrative Hearings:** Board of Supervisors of the County of Santa Cruz, California.

**Project:** The total of the work and obligations agreed to be performed under the Contract.

**Project Engineer:** Engineer of Record.

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2 BIDDING

**Replace the first paragraph of section 2-1.06A with:**  
The Bid Book (Book 1 of 2) contains bid forms, and certifications.

**Add between the 1st and 2nd paragraphs of section 2-1.06B:**  
The Department makes the following supplemental project information available:

Supplemental Project Information	
Means	Description
Included in the <i>Information Handout</i>	<ul style="list-style-type: none"><li>• Geotechnical Engineering Report Storm Damage Road Repair Project, Old Santa Cruz Highway Post Miles 1.01, 1.06, 1.20 &amp; 1.36, Santa Cruz County, California dated June 2, 2020</li><li>• CEQA Notice of Exemption</li><li>• FEMA Conditions and List of Best Management Practices</li><li>• Caltrans Encroachment Permit Application and Blanket Encroachment Permit</li></ul>

**Add to section 2-1.06B:**

In addition to the plans incorporated in the Contract at the time of signing, the Engineer may furnish working plans and supplemental plans from time to time as may be necessary to make clear, or to define in greater detail, the intent of the Contract Documents and special provisions. In furnishing additional drawings and/or instructions, the Engineer has authority to make minor changes in the work, not involving extra cost, and not inconsistent with the nature of the work. These working drawings and supplemental drawings become a part of the Contract Documents, and the Contractor must make its work conform to them.

The report(s) may contain facts that may materially affect Bidders' bids. In addition, the County has constructed other public works projects throughout the County of Santa Cruz and obtained reports and other information in the course of the design and construction of those other public works construction projects, all of which may contain facts that may materially affect Bidders' bids. Bidders are strongly encouraged to inspect all of County of Santa Cruz Department of Public Works reports, records and documents referred to above. Said reports and documents will be made available upon written request at Santa Cruz County Department of Public Works for inspection and copying at Bidders' sole cost and expense, during normal working hours.

Where investigations of subsurface conditions have been made with respect to foundation or other structural design, and that information is made available to you, said information represents only the statement as to the character of materials which have been actually encountered by the County in its investigation, and is only made available or included for the convenience of bidders.

Investigations of subsurface conditions are made for the purpose of design, and the County assumes no responsibility whatsoever with respect to the sufficiency or accuracy of borings, the log of test borings, or other preliminary investigations, or of the interpretation, and there is no guaranty, either expressed or implied, that the conditions indicated are representative of those existing throughout the work, or any part of it, or that unanticipated conditions may not occur. When a log of test borings is made available to you or included in the Contract Documents, it is expressly understood and agreed that the log of test borings does not constitute a part of the Contract and is made available or included in the Contract Documents only for the convenience of the bidders. Making such information available to bidders is not to be construed in any way as a waiver of the provisions of section 2-1.07, and bidders must satisfy themselves, through their own investigations, as to conditions to be encountered.

**Replace the first paragraph of section 2-1.07 with:**

Examine the job site and bid documents. Notify the Department of apparent errors and patent ambiguities in the plans, specifications, and Bid Item List by submitting a written request for clarification a minimum of 5 days before bid opening. Failure to do so may result in rejection of a bid or rescission of an award. The correction of the bid documents during the bidding period will be made by issuing an addendum. Any other interpretation or explanation will not be considered binding.

**Replace section 2-1.11 with:**

**2-1.11 IN-USE OFF-ROAD DIESEL-FUELED VEHICLE LIST**

Section 2-1.11 applies to non-informal-bid contracts.

Complete and submit the In-Use Off-Road Diesel-Fueled Vehicle List form under section 2-1.33.

On the In-Use Off-Road Diesel-Fueled Vehicle List form, list each fleet used by you or your subcontractor to perform work and is subject to 13 CCR § 2449 et seq. Submit a copy of a valid Certificate of Reported Compliance (13 CCR § 2449, subdivision (n)) for each fleet listed on the form within 10 days of bid opening. Failure to list a fleet used by you or your subcontractor to perform work on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid. Failure to submit the Certificate of Reported Compliance for a fleet listed on the In-Use Off-Road Diesel-Fueled Vehicle List form may result in a nonresponsive bid.

**Replace section 2-1.12 with:**

**2-1.12 DISADVANTAGED BUSINESS ENTERPRISES**

**2-1.12A General**

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

Under 49 CFR 26.13(b):

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

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

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

## 2-1.12B Disadvantaged Business Enterprise Goal

### 2-1.12B(1) General

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

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

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

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

You are responsible to verify at bid opening that each DBE firm is certified as a DBE by the California Unified Certification Program (CUCP) and possesses the most specific available North American Industry Classification System (NAICS) Codes and California Work Codes applicable to the type of work the firm will perform on the Contract. You are responsible for documenting each DBE firm's certification by printing out the California Unified Certification Program (CUCP) profile data for each DBE firm. The CUCP database of certified DBE firms is located on the following website:

<https://caltrans.dbesystem.com/>

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

DBE participation will count toward the Caltrans federally mandated statewide overall DBE goal.

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

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

You receive credit toward the goal if you employ a DBE trucking company that is performing a commercially useful function. The Department uses the following factors from 49 CFR 26.55(d) in determining whether a DBE trucking company is performing a commercially useful function:

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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

Submit the DBE Commitment form and the following supporting DBE information no later than 4 p.m. on the 5th day after bid opening:

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

If the last day for submitting the DBE information falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Failure to submit a completed DBE Confirmation form and a copy of the quote from each DBE may result in disallowance of the DBE's participation.

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

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

If your DBE Commitment form shows that you have not met the DBE goal, complete and submit the DBE Good Faith Efforts Documentation form no later than 4 p.m. on the 5th day after bid opening showing that you made adequate good faith efforts to meet the goal. If the last day for submitting the DBE Good Faith Efforts Documentation form falls on a Saturday or holiday, it may be submitted on the next business day with the same effect as if it had been submitted on the 5th day.

Only good faith efforts directed toward obtaining participation by DBEs are considered.

Even if your DBE Commitment form shows that you have met the DBE goal, submit the DBE Good Faith Efforts Documentation form within the specified time to protect your eligibility for award of the contract in the event the Department finds that the DBE goal has not been met.

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

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

#### 2-1.12B(4) Bidder's List Submittal

Submit the Bidder's List form no later than 4 p.m. on the 5th day after bid opening. List yourself and each subcontractor (regardless of DBE status) that provided a quote or bid on this contract in accordance with 49 CFR 26.11.

### **Replace the first paragraph of section 2-1.33A with:**

Complete the forms in the *Bid* book. Submit forms at time of bid unless section 2-1.33D specifies a different deadline.

**Replace section 2-1.33B with:****2-1.33B Bid Form Submittal Schedules****2-1.33B(1) General**

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

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

**2-1.33B(2) Federal-Aid Contracts****2-1.33B(2)(a) General**

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

**2-1.33B(2)(b) Contracts with a DBE Goal****2-1.33B(2)(b)(i) General**

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

**2-1.33B(2)(b)(ii) Bid Form Submittal**

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

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

Form	Submittal deadline
Bid	Time of bid except for the public works contractor registration number
Bidder Bond	Time of bid
Bid Form	Time of bid
Designation of Subcontractors	Time of bid except for the public works contractor registration number
Equal Opportunity Certification	Time of bid
Public Contract Code	Time of bid
Non-collusion Affidavit	Time of bid
Debarment and Suspension Certification	Time of bid
Nonlobbying Certification for Federal-Aid Contracts	Time of bid
Disclosure of Lobbying Activities	Time of bid
Statement of Compliance	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid

DBE Confirmation (LAPM 9-I)	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
Bidders List (Exhibit 12-B)	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
DBE Commitment (Exhibit 15-G)	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
DBE Good Faith Efforts Documentation (Exhibit 15-H)	No later than 4 p.m. on the 5th day after bid opening <sup>b</sup>
In-Use Off-Road Diesel-Fueled Vehicle List	10 days after bid opening
Copy of the Designation of Subcontractors form as submitted at the time of bid with the public works contractor registration number	10 days after bid opening
Copy of the Bid to the Department as submitted at the time of bid with the public works contractor registration number	10 days after bid opening

a. Submit only if you choose the option.

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

**Replace items 2-4 of the list in the first paragraph of section 2-1.34 with:**

2. Cashier's check made payable to the County of Santa Cruz
3. Certified check made payable to the County of Santa Cruz
4. Bidder's bond signed by a surety insurer who is licensed in California made payable to the County of Santa Cruz

**Add to section 2-1.34:**

The Bidder must pay to the County such sums from said cash, bond, certified check, or cashier's check as necessary to reimburse the County for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, the Contractor's Qualification Questionnaire, or enter into a contract. The amount of said cash, bond, certified check, or cashier's check must not be deemed to constitute a penalty or liquidated damages. The County will not be precluded by such cash, bond, certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said cash, bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor's Qualification Questionnaire, or enter into a contract.

**Replace section 2-1.43 with:**

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

**Replace section 2-1.46 with:**

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

The Department may reject:

- 1. Any and all bids
- 2. A nonresponsive bid

The Department may waive any minor irregularity in a bid.

**Replace section 2-1.50 with:**

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

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

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**3 CONTRACT AWARD AND EXECUTION**

**Replace section 3-1.04.**

Submit any bid protest to the Engineer before contract award.

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

<b>Contract Award Period</b> Days after bid opening	Project estimated cost shown on the <i>Notice to Bidders</i>
30	< \$200 million
60	≥ \$200 million

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

This work shall be diligently prosecuted to completion before the expiration of working days beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

**Replace section 3-1.05 with:**

**3-1.05 CONTRACT BONDS (PUB CONT CODE §§ 10221 AND 10222)**

Within eight days, excluding Saturdays, Sundays and holidays, after your receipt of the contract, furnish 2 bonds:

- 1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be equal to at least 100 percent of the total bid. The bond must be in accordance with the provisions of Sections 8150-8154 and 9550-9566, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond must also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.
- 2. Performance bond to guarantee the faithful performance of the Contract. This bond must be equal to at least 100 percent of the total bid. The bond must contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

The Department furnishes the successful bidder with bond forms.

The bonds must be issued by a surety insurer who is licensed in California.

The surety companies must familiarize themselves with all provisions and conditions of the Contract. It is understood and agreed that the surety or sureties waive the right of special notification of any modifications or alterations, omissions or reductions, extra or additional work, extensions of time, or any other act or acts by the County or its authorized agents under the terms of the Contract; and failure to so notify the surety companies of such changes will in no way relieve the surety or sureties of their obligations under this Contract.

**Replace section 3-1.06 with:**

**3-1.06 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Pub Contract Code § 10164).

**Replace the first paragraph of section 3-1.07 with:**

Within 8 business days of receiving the Notice of Award the successful bidder must submit:

1. Copy of its commercial general liability policy and its excess policy or binder until such time as a policy is available, including the declarations page, applicable endorsements, riders, and other modifications in effect at the time of contract execution. Standard ISO form no. CG 00 01 or similar exclusions are allowed if not inconsistent with section 7-1.06. The allowance of additional exclusions is at the discretion of the Department.
2. Certificate of insurance showing all other required coverages. Certificates of insurance, as evidence of required insurance for the auto liability and any other required policy, must set forth deductible amounts applicable to each policy and all exclusions that are added by endorsement to each policy. The evidence of insurance must provide that no cancellation, lapse, or reduction of coverage will occur without 30 days prior written notice to the Department.
3. Declaration under the penalty of perjury by a CPA certifying the accountant has applied GAAP guidelines confirming the successful bidder has enough funds and resources to cover any self-insured retentions if the self-insured retention is over \$50,000.
4. All forms found in Book 1 of 2 Bid Book under Contract section.

**Replace "RESERVED" in section 3-1.09 with:**

**3-1.09 FRINGE BENEFIT STATEMENT FORM**

Submit the Fringe Benefit Statement form in the Bid Book for all trades to be employed.

**Replace the third and fifth paragraphs in section 3-1.18 with:**

The Contract form will be provided by the County. The County must receive these documents before the 8th business day after the bidder receives the contract. After signing by the County, one copy will be delivered to the Engineer, and one copy will be returned to the bidder.

If the bidder to whom the award is made fails or refuses to enter into the Contract within eight (8) business days of receiving the Notice of Award, the County may then award the Contract to the next lowest responsible bidder. This will be done after the failure or refusal of the low bidder to enter into the Contract, as is convenient for the County. If the next lowest responsible bidder fails or refuses to enter into the Contract, then the County may then award the Contract to the next lowest responsible bidder.

If any one or more of the provisions contained in the Contract should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained will not in any way be affected or impaired.

This Contract constitutes the full and complete understanding of the parties, and supersedes any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract may only be modified by a written instrument signed by both parties.

Contractor hereby assigns to County all its first-tier subcontracts now or hereafter entered into by Contractor for performance of any part of the work. The assignment will be effective upon acceptance by County in writing, and only as to those subcontracts, which County designates in writing. Such assignment is part of the consideration to County for entering into the Contract with Contractor and may not be withdrawn.

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**4 SCOPE OF WORK**

**Add to section 4-1.02:**

All work and materials must be in accordance with the latest adopted standards and regulations of the State Fire Marshal; the Uniform Building Code; the National Electrical Code; the Uniform Plumbing Code; Americans With Disabilities Act; and all other applicable codes, laws, or regulations. Immediately upon signing of the Contract, diligently review the Contract Documents and determine if any work described or inferred within the Contract Documents is not in conformance with these requirements. If you discover work within the Contract Documents not in conformance with these requirements, immediately notify the Engineer in writing. When the work in the Contract Documents differs from governing codes, Contract Sum is based upon the more costly or expensive standard.

**Replace section 4-1.06 with:**

**4-1.06 CHANGED CONDITIONS (23 CFR 635.109)**

**4-1.06A DIFFERING SITE CONDITIONS**

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

**4-1.06B SUSPENSIONS OF WORK ORDERED BY THE ENGINEER**

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

an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

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

#### 4-1.06C SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

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

#### **Add to section 4-1:**

##### 4-1.14 AS-BUILT PLANS

Maintain one set of up to date 'As Built Plans' that accurately represent any changes to the original project or plan set. The 'As Built Plans' are in addition to any working or shop drawings required for the project's completion.

Before Contract acceptance, you and the Engineer will review the 'As Built Plans' and make revisions or changes as necessary and certify them as accurately representing the final project. Deliver a copy of the final 'As Built Plans' to the Engineer before contract acceptance.

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## **5 CONTROL OF WORK**

### **Add to section 5-1.01:**

You will be furnished 3 copies of the Contract Documents. Retain an approved set of Contract Documents on the job at all times.

Both the address given in the proposal and your office in the vicinity of the work are designated as places to either of which drawings, letters, notices, or other articles or communications to the Contractor may be mailed, transmitted electronically or delivered. The mailing, electronic transmission or delivery at either of these places will be deemed sufficient notice. Nothing in the specification is deemed to preclude the service of any drawing, letter, notice, article, or communication to you or your representative personally. Provide written notice to the Engineer to change the address named in the proposal.

You are responsible for verifying that all information and data contained and set forth in all of your and subcontractor's submittals that are required by the Contract Documents comply in all respects with the Contract Documents.

If any particular type or piece of equipment has been banned, or if the Engineer has condemned for use on the work, any piece or pieces of equipment, promptly remove such equipment from the site of the work. Failure to do so within a reasonable time may be considered a breach of contract.

Make arrangements for a construction staging area and provide the Engineer with the Construction Staging Area Notification Form in the Contract, for the approval of the Engineer of those arrangements. Staging area must be in conformance with all County land use and zoning regulations.

Incorporate best management practices such as surfacing the ingress and egress to the construction staging area with gravel, compacted base rock material or other measures to prevent tracking or deposition of mud, dirt, dust and debris onto the public right of way or outside of the staging area. Submit details of the proposed ingress/egress improvements to the Engineer prior to use of said construction staging area. During the course of the work and prior to the end of each work day, clean all tracked materials from the public right of way to the satisfaction of the Engineer. Should you fail to adequately clean the public travel way within a four hour written notice by the Engineer or by the end of the work day, you shall forfeit \$100 to the County plus the cost of any County expenditures to clean the travel way per occurrence. Forfeited amounts and County expenditures will be deducted from the next progress payment.

Provide the Engineer with two working days prior written notice of any work to be done on a Saturday, with the location and type of work to be done specified; and any work done without such notice and without the supervision of an inspector may be ordered removed and replaced at your expense.

### **Replace the second paragraph of section 5-1.12 with:**

Do not assign the right to receive Contract payments to a third party. The Department does not accept the assignment. This does not pertain to escrow accounts established for the sole purpose of depositing retained earnings in accordance with Section 10263 of the Public Contract Code.

### **Add to section 5-1.13A:**

For federal-aid contracts insert form FHWA-1273 in all subcontractor contracts and all lower tier subcontracts.

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

5-1.13B Disadvantaged Business Enterprises

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

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

Use each DBE as listed on the DBE Commitment form unless you receive Department prior authorization for termination under section 5-1.13B(2)(c). Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:

1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
2. Date of payment and total amount paid to each DBE business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th day of each month for the previous month's work, submit the Monthly DBE Trucking Verification form (LAPM Exhibit 16-Z1)

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form, Exhibit 17-O, and submit within 10 days of Contract acceptance.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form (LAPM Exhibit 17-F) and submit within 10 days of Contract acceptance. The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

#### 5-1.13B(2) Disadvantaged Business Enterprises

##### 5-1.13B(2)(a) General

Section 5-1.13B(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withholds corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

#### 5-1.13B(2)(b) Commercially Useful Function

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form (LAPM Exhibit 9-J). Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters

4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

#### 5-1.13B(2)(c) Termination

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department.

You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
  - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
  - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
  - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

#### 5-1.13B(2)(d) Replacement

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:
  - 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
  - 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - 1.2.1. Quote for bid item work and description of work to be performed
    - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
  - 2.2. Solicitations of DBEs for performance of work identified in 2.1
  - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
  - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
  - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan

2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

#### 5-1.13B(3) Use of Joint Checks

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form (LAPM Exhibit 9-K).

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation
5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

#### **Replace section 5-1.13E with:**

##### 5-1.13E Prompt Payment

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

Pay your subcontractors within 7 days of receipt of each progress payment, unless otherwise agreed to in writing in accordance with Business and Professionals Code section 7108.5

Before the 15th day of each month for the previous month's work, submit the Prompt Payment Certification form (LAPM Exhibit 9-P) regardless of whether you made any payments.

The Department may request additional documentation to verify the information provided on the Prompt Payment Certification form is complete.

If there is a good faith dispute over any portion of the amount due on a progress payment to a subcontractor or other entity, you may withhold no more than 150 percent of the disputed amount. Provide a written withhold notification to the subcontractor or other entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

1. Value of the disputed work
2. Amount of the withhold being taken
3. Bid item numbers or change order numbers associated with the disputed work
4. Explanation of the deficiencies of the disputed work and how the corresponding value was calculated
5. Corrective actions to be taken for release of withheld amount

The Department may request additional documentation from you to evaluate whether you applied the withhold in good faith.

If the Department determines your withhold was not applied in good faith, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

**Add to section 5-1.16:**

Your representative must be available to respond to the job site within 1-2 hours at all times, including non-work hours, weekends and holidays.

**Add to section 5-1.23A:**

Each submittal must be dated and appropriately titled with the bid item number and project name.

**Add to section 5-1.31:**

Construct and maintain the necessary sanitary conveniences for the use of the workers on the project, properly obscured from public observance.

If you fail or refuse to fulfill these obligations to the County's satisfaction, County may, at its option, undertake these obligations, and withhold the cost of performing these obligations, plus an additional fee of twenty-five percent (25%) for administrative costs, from payments to you.

**Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):**

The utilities shown in the following table will not be rearranged. The utilities may interfere with pile driving, drilling activities, or substructure construction. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner.

**Utilities Not Rearranged for Construction**

Utility	Location
PG&E OH and Lessees	Old Santa Cruz Highway at PM 1.01 and 1.06 (inboard side of roadway)

**Add to the first paragraph in section 5-1.42:**

You are responsible for all RFI's submitted. If it is determined that the information requested is clearly stated in the contract documents you will be charged for the Engineer's time and expenses associated with reviewing and responding to the RFI. If there is a disagreement regarding the cost, the Engineer decides.

**For projects with a contract price under \$5 million add to section 5-1.43A:**

Claims of \$375,000.00 or less that arises between you and the County will be resolved per the provisions of Article 1.5 entitled “Resolution of Construction Claims” of the Public Contract Code. Contractors bidding on this project must be familiar with the provisions of this article. Article 1.5 outlines the process to be used depending on whether the amount of the claim in controversy exceeds \$50,000.00 or not.

The article identifies the time limits for the Contractor to submit adequate documentation of the claims (Section 20104.2) and establish the procedures for pursuing civil actions filed to resolve claims subject to this article (Section 20104.4). The provisions of this article shall remain in effect in the Contract even if the provision is repealed by the Legislature (Section 20104.8).

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**6 CONTROL OF MATERIALS**

**Add to section 6-1.01:**

Nothing in this Contract must be construed as vesting in you any right of property in the materials used, after they have been installed, attached, or affixed to the work, but all such materials are the property of you and the County jointly, and cannot be removed from the work without the consent of the County.

**Replace section 6-1.03B with:**

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).
2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures

6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
  - 10.1. Source property history
  - 10.2. Land use adjacent to source property
  - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

#### 6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

#### 6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

### Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

#### 6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) a source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at (1) a noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples, and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Statistically analyze the samples' laboratory results using the US EPA's ProUCL software to define 95 percent upper confidence limit for the various contaminants of concern. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is not contaminated with local material plan-identified constituents of concern at average concentrations (95 percent upper confidence limits) in excess of their respective commercial/industrial San Francisco Bay RWQCB environmental screening levels ESLs, except for arsenic.
5. Does not contain any of the following compounds, chemicals, or elements at an estimated average concentration (95 percent upper confidence limit) above the maximum allowed concentration defined in the following table:

Compound/Chemical	Maximum allowed concentration (mg/kg)
Arsenic	11
Barium	1500
Benzene	1
Beryllium	10
Cadmium	10
Chromium (total)	1000
Cobalt	100
Diesel	150
Ethylbenzene	10
Gasoline	500
Mercury	10
Motor oil	500
Nickel	150
Selenium	10
Toluene	10
Trichloroethene	1
Vanadium	200
Xylenes	10
Zinc	600

#### 6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local materials.

#### **Replace the paragraphs of section 6-1.04C with:**

Buy America Requirements apply to steel and iron, manufactured products, and construction materials permanently incorporated into the project.

#### **6-1.04C(1) Steel and Iron Materials**

All steel and iron materials must be melted and manufactured in the United States except:

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

Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

Certificates of compliance and mill test reports must be provided to the Engineer for approval on all furnished steel and iron materials delivered to the job site. A clear chain of custody record must be

provided to the Engineer for approval showing where the steel and iron were melted and manufactured to demonstrate compliance. Corresponding mill tags must be secured and intact upon delivered product and verified by the Engineer upon delivery before use or installation can occur.

Certified mill test reports must indicate. All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

#### **6-1.04C(2) Manufactured Products**

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

#### **6-1.04C(3) Construction Materials**

Buy America requirements apply to the following construction materials that are or consist primarily of:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
  - 2.1 Polyvinylchloride
  - 2.2 Composite Building Materials
3. Glass
4. Fiber optic cable (including drop cable)
5. Optical fiber
6. Lumber
7. Engineered wood
8. Drywall

All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

Furnish construction materials to be incorporated into the work with certificates of compliance with each project delivery. Manufacturer's certificate of compliance must identify where the construction material was manufactured and attest specifically to Buy America compliance.

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

1. Tools and construction equipment used in performing the work
2. Temporary work that is not incorporated into the finished project

**Replace 5th paragraph section 6-2.01A:**

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

**Add to section 6-2.03A:**

The Department may use multiple acceptance methods for a material.

Specifications in sections titled "Department Acceptance" do not include all requirements on which the Department makes its acceptance.

The Department may inspect, sample, and test materials for compliance with the Contract at any time.

Allow the Department to record, including photograph and video, to ensure a material is produced to comply with the Contract.

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

Schedule work to allow time for the Department's QAP (inspection, sampling, testing, etc.)

The Department deducts testing costs for work that does not comply with the Contract.

The Department may retest material previously tested and authorized for use. If the Department notifies you of a retest, furnish resources for retesting.

Remove from the site all rejected materials brought to, or incorporated in, the work. Do not propose to use the rejected materials again. All work that has been rejected must be remedied, or removed and replaced, in an acceptable manner at your expense. If you fail to comply within 48 hours or to make satisfactory progress in so doing, the County may remove rejected materials, or rejected work and deduct and retain the costs from any payments due or to become due.

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## **7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Replace section 7-1.02J with:**

### **COUNTY EQUAL OPPORTUNITY EMPLOYMENT CONTRACT COMPLIANCE DEFINITIONS AND PROVISIONS.**

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, gender, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contractor may be declared ineligible for further contracts with the County.

For all contracts in excess of \$50,000.00 where the Contractor employs at least 15 employees, the Department will require the inclusion of the following equal opportunity clauses as a condition of the Contract:

1. The Contractor shall state that it is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor, and ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), pregnancy, marital status, gender, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties.
2. All County contracts must comply with the non-discrimination requirements of both the State and Federal governments. Certain specific projects conducted under State and/or Federal oversight may have additional definitions and requirements.
3. If applicable according to the contract-funding source, the Contractor will comply with all provisions of Executive Order 11246, as amended, and of the rules, regulations and orders of the Secretary of Labor, which include furnishing required information and report.

**Replace the second paragraph of section 7-1.02K(2) with:**

The general prevailing wage rates and any applicable changes to these wage rates are available from the Department of Industrial Relations' website.

**Add to section 7-1.02K(2):**

Pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence are defined in the applicable collective bargaining agreements. (Labor Code § 1773.8)

**Add to section 7-1.02K(3):**

Submit electronic certified payroll records required under California Labor Code Section 1776 to the Labor Commissioner pursuant to California Code of Regulations Chapter 8, Section 16404.

**Replace the fifth paragraph in section 7-1.02K(3) with:**

You must submit certified payroll records electronically to the Resident Engineer by email.

**Replace the 12th paragraph in section 7-1.03 with:**

The Engineer may order or consent to your request to open a completed or partially completed portion of work for public use. You will not be compensated for any delay to your construction activities caused by the public. This does not relieve you from any other contractual responsibility. Opening the work to traffic does not automatically deem it complete and acceptable per the contract documents.

**Add to section 7-1.03:**

Normal working hours are 7:30 AM to 5:00 PM Monday through Friday. All work involving heavy equipment or traffic control must be done between 8:30 AM and 4:30 PM unless otherwise specified.

**Delete the 24th paragraph of section 7-1.04.**

**Replace section 7-1.06 with:**

## **7-1.06 INSURANCE**

### **7-1.06A General**

Nothing in the Contract is intended to establish a standard of care owed to any member of the public or to extend to the public the status of a third-party beneficiary for any of these insurance specifications.

### **7-1.06B Casualty Insurance**

Obtain and maintain insurance on all of your operations with companies acceptable to the County as follows:

1. Keep all insurance in full force and effect from the start of the work through Contract acceptance.
2. Maintain completed operations coverage with a carrier acceptable to the County through the expiration of the patent deficiency in construction statute of repose set forth in Civ Pro Code § 337.1.
3. All insurance must be with an insurance company with a rating from A.M. Best Financial Strength Rating of A- or better and a Financial Size Category of VII or better.

If you utilize one or more subcontractors in the performance of this Contract, obtain and maintain Independent Contractor's Insurance for each subcontractor or provide evidence of insurance coverage for each subcontractor equivalent to that required.

### **7-1.06C Workers' Compensation and Employer's Liability Insurance**

Under Labor Code § 1860, secure the payment of worker's compensation under Labor Code § 3700.

Submit to the Department the following certification before performing the work (Labor Code § 1861):

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contract signing constitutes your submittal of this certification.

Provide Employer's Liability Insurance in amounts not less than:

1. \$1,000,000 for each accident for bodily injury by accident
2. \$1,000,000 policy limit for bodily injury by disease
3. \$1,000,000 for each employee for bodily injury by disease

coverage shall contain a waiver of subrogation in favor of the County, including its officers, directors, agents, and employees.

If there is an exposure of injury to your employees under the US Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage must be included for such injuries or claims.

### **7-1.06D Liability Insurance 7-1.06D(1) General**

Evidence General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of you providing insurance for bodily injury liability, property damage liability, and personal and advertising injury for the limits outlined in 7-1.06D(2). Coverage must extend to premises, operations and mobile equipment, personal and advertising injury, products and completed operations, and contractual liability. Coverage shall not contain a cross-suits exclusion barring coverage for a suit brought by or between County and another Insured in the policy. Coverage shall also not contain an exclusion for explosion, collapse and underground hazards. Such policies must contain an annual reinstatement of limits during construction operations.

**7-1.06D(2) Liability Limits/Additional Insureds**

The County of Santa Cruz requires Contractors to provide a copy of their insurance certificate with the information and limits outlined below:

1. Include Contractor/vendor name and current address.
2. General Liability (Comprehensive or Commercial Liability) Coverage
  - 2.1 \$2,000,000 combined single limit required
  - 2.2 \$2,000,000 Products – Comp./Op. Agg. required
  - 2.3 Damage to Rented Premises – required coverage
  - 2.4 Medical Expenses (bodily injury) – required coverage
  - 2.5 Personal & Adv. Injury – required coverage
  - 2.6 General Aggregate – required coverage
  - 2.7 The box for 'Occur' should be checked
3. Automobile Liability Coverage
  - 3.1 Required unless the Contractor does not drive a vehicle in conjunction with any part of the performance of the contract and certifies to this fact
  - 3.2 \$1,000,000 combined single limit (minimum requirement)
  - 3.3 'Any Auto' selection preferred
4. Workers Compensation (see section 7-1.06C)
5. Additional Insurances
  - 5.1 Professional Liability (required for professional services; recommended coverage for other services) \$1,000,000 combined single limit (minimum requirement when required)
  - 5.2 Cyber Liability \$1,000,000 per occurrence and \$2,000,000 aggregate
6. Umbrella Liability
7. All policies of Comprehensive or Commercial General Liability shall be endorsed to contain the following clause:

“\*County, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of 'CONTRACTOR', including materials, parts or equipment furnished in connection with such work or operations.”

Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

8. All required insurance policies shall be endorsed to contain the following clause:
 

“This insurance shall not be canceled until after thirty (30) days' prior written notice (10 days for nonpayment of premium) has been given to \*County.”
9. County must be named as certificate holder. Correct address must also be entered, along with room number.

The limits of liability must be at least the values shown in the following table:

Total bid	For Each Occurrence <sup>a</sup>	Aggregate for products/completed operation	General aggregate <sup>b</sup>	Umbrella or excess liability <sup>c</sup>
< \$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$5,000,000
> \$1,000,000 <\$10,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000
> \$10,000,000 < \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
> \$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000

<sup>a</sup> combined single limit for bodily injury and property damage. This limit must apply separately to your work under this Contract.

<sup>b</sup> This limit must apply separately to your work under this Contract.

<sup>c</sup> The umbrella or excess policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

#### **7-1.06D(3) Contractor's Insurance -Waiver of Subrogation**

The policy must stipulate that coverage contains a waiver of subrogation in favor of the State, including its officers, directors, agents (excluding agents who are design professionals), and employees.

#### **7-1.0D(4) Contractor's Insurance - Separation of Insureds**

The policy must stipulate that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

#### **7-1.0E Automobile Liability Insurance**

Coverage shall be provided per section 7-1.06D(2).

#### **7-1.0F Policy Forms, Endorsements, and Certificates**

Coverage shall be provided per section 7-1.06D(2).

#### **7-1.0G Deductibles**

Pay all deductibles and self-insured retentions (SIR) within 5 working days.

#### **7-1.0H Enforcement**

The Department may assure your compliance with your insurance obligations. Ten days before an insurance policy lapses, expires, or is canceled during the Contract period you must submit to the Department evidence of renewal through a binder or specimen copies of such policies or complete replacement of the policy.

If you fail to maintain any required insurance coverage, the Department may maintain this coverage and withhold or charge the expense to you or terminate your control of the work.

Any failure to comply with the reporting provisions of your policy shall not affect coverage provided to the County, including its officers, directors, agents (excluding agents who are design professionals), and employees.

You are not relieved of your duties and responsibilities to indemnify, defend, and hold harmless the County, its officers, agents, and employees by the Department's acceptance of insurance policies and certificates.

The minimum insurance coverage amounts do not relieve you for liability in excess of such coverage, nor do they preclude the County from taking other actions available to it, including the withholding of funds under this Contract.

#### **7-1.0I Self-Insurance**

Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the County.

If you use a self-insurance program or self-insured retention, you must provide the County with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the Contract is your acknowledgment that you will be bound by all laws as if you were an insurer as

defined under Ins Code § 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Ins Code § 22.

**Replace section 7-1.11B with:**

**FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS**

*Form FHWA-1273 is hereby incorporated into the Contract found in Book 1 of 2 Bid Book without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.*

**Replace section 7-1.11C with:**

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

The nationwide goal for female utilization is 6.9 percent.

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

**MINORITY UTILIZATION GOALS**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties:	28.9
	7120 Salinas-Seaside-Monterey, CA	25.6
	CA Monterey	
	7360 San Francisco-Oakland	
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
	CA Sonoma	
	8720 Vallejo-Fairfield-Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties:	23.2
	CA Lake; CA Mendocino; CA San Benito	

177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	16.1 14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus 8120 Stockton, CA CA San Joaquin Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	12.3 24.3 19.8
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA CA Kern 2840 Fresno, CA CA Fresno Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	19.1 26.1 23.6
180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange 4480 Los Angeles-Long Beach, CA CA Los Angeles 6000 Oxnard-Simi Valley-Ventura, CA CA Ventura 6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino 7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	11.9 28.3 21.5 19.0 19.7 24.6
181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego Non-SMSA Counties CA Imperial	16.9 18.2

For the last full week July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

**Replace section 7-1.11D with:**

**7-1.11D FEDERAL TRAINEE PROGRAM**

For the Federal training program, the number of trainees or apprentices is 0.

This section applies if a number of trainees or apprentices is shown on the Notice of Bidders.

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

The prime contractor has primary responsibility for meeting this training requirement.

If the prime contractor subcontracts a contract part, they shall determine how many trainees or apprentices are to be trained by the subcontractor. Include these training requirements in each subcontract.

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

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

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

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

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

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

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

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

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

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

1. It is calculated to:
  - Meet the equal employment opportunity responsibilities

- Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

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

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

The County of reimburses the prime contractor 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and prime contractor does at least one of the following:
  - a) Contribute to the cost of the training
  - b) Provide the instruction to the apprentice or trainee
  - c) Pay the apprentice's or trainee's wages during the off-site training period
3. If the prime contractor complies with this section.

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

1. Copy of the training plan approved by the U.S. Department of Labor or a training plan for trainees approved by both Caltrans and FHWA
2. Certification showing the type and length of training satisfactorily completed

Maintain records and submit reports documenting contractor's performance under this section.

#### **Add Section 7-1.011E**

#### **TITLE VI ASSURANCES:**

The U.S. Department of Transportation Order No.1050.2A requires all federal-aid Department of Transportation contracts between an agency and a contractor to contain Appendix A and E.

## **APPENDIX A**

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

- a) **Compliance with Regulations:** CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b) **Nondiscrimination:** CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c) **Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f) **Incorporation of Provisions:** CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## **APPENDIX E**

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Add section 7-1.12:**

**7-1.12 PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

In response to significant national security concerns, the agency shall check the prohibited vendor list before making any telecommunications and video surveillance purchase because recipients and subrecipients of federal funds are prohibited from obligating or expending loan or grant funds to:

- Procure or obtain;
- Extend or renew a contract to procure or obtain; or
- Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

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

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

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

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

#### **Add section 7-1.13:**

### **7-1.13 ADDITIONAL FEMA REQUIREMENTS**

#### **7-1.13A General**

Section 7-1.13 applies to FEMA funded contracts to comply with the required provisions set forth under 2 C.F.R. Part 200.

#### **7-1.13B Equal Employment Opportunity**

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant

(contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **7-1.13C Contract Work Hours and Safety Standards Act**

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Santa Cruz 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 (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

#### **7-1.13D Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County of Santa Cruz. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,

subpart C, in addition to remedies available to County of Santa Cruz, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **7-1.13E Procurement of Recovered Materials**

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### **7-1.13F Prohibition on Contracting for Covered Telecommunications Equipment or Services**

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) Prohibitions.
  - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

- c) Exceptions.
  - 1) This clause does not prohibit contractors from providing—
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
    - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - 2) By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment or services that:
      - 1. Are not used as a substantial or essential component of any system; and
      - 2. Are not used as critical technology of any system.
    - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d) Reporting requirement.
  - 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

#### **7-1.13G Domestic Preferences for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### **7-1.13H Access to Records**

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide County, Contractor, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Contractor agrees to provide the FEMA Administrator or Page 22 of 25 To Table of Contents [www.fema.gov/procurement-disaster-assistance-team](http://www.fema.gov/procurement-disaster-assistance-team) U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

#### **7-1.13I DHS Seal, Logo and Flags**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

#### **7-1.13J Compliance with Federal Law, Regulations, and Executive Orders.**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

#### **7-1.13K No Obligation by Federal Government**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

#### **7-1.13L Program Fraud and False or Fraudulent Statements or Related Acts**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### **7-1.13M Affirmative Socioeconomic Steps**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small business, minority-owned businesses, women-owned enterprises, veteran-owned businesses and labor surplus area firms are used when possible.

#### **7-1.13N Contracting with small and minority businesses, women's business enterprises, Veteran-owned Business and labor surplus area firms**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, veteran-owned business and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses, women's business enterprises and veteran-owned businesses on solicitation lists;

- (2) Assuring that small and minority businesses, women's business enterprises and veteran-owned businesses are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises and veteran-owned businesses;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises and veteran-owned businesses;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

#### **7-1.130 Encouraged Use of Recovered Materials (2 C.F.R. § 200.323)**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

AA

## **8 PROSECUTION AND PROGRESS**

### **Add to section 8-1.03:**

In addition be prepared to discuss the scope of work, contract drawings, specifications, existing conditions, materials to be ordered and all essential matters pertaining to the prosecution and satisfactory completion of the project.

### **Replace the first and second paragraph of section 8-1.04B with:**

For a project that does not require a SWPPP, start job site activities within 15 days after receiving notice that the Contract has been approved.

For a project that requires a SWPPP, start job site activities within 30 days after receiving notice that the Contract has been approved.

**Add to section 8-1.04B:**

<b>Submittals Required for Approval Prior to Start of Work</b>
Level 1 Critical Path Method Schedule
Construction Staging Area Notification Form
Traffic Control Plan
Temporary Water Pollution Control Plan (Contractor submits 7 days after contract approval, see 13-2.01C)

**Add to section 8-1.06:**

During unfavorable weather and other unfavorable conditions, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work the satisfactory quality or efficiency of which will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome these conditions.

**Replace section 8-1.10 with:**

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

This work shall be diligently prosecuted to completion before the expiration of working days beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

The Department specifies liquidated damages (Pub Cont Code § 10226). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

The Contractor shall pay to the County liquidated damages in the sum of \$4,200 per day, for each and every calendar days' delay in finishing the work in excess of the number of working days prescribed above.

The Department may withhold liquidated damages before the accrual date if the anticipated liquidated damages may exceed the value of the remaining work.

If all work except plant establishment or permanent erosion control establishment is complete and the total number of working days have expired, liquidated damages are \$950 per day.

**Replace the 4th paragraph of section 8-1.13 with:**

The Department gives notice to you and your surety at least 5 business days before terminating control. The notice describes the failures and the time allowed to remedy the failures. If failures are not remedied within the time provided, the Department will take control of the work or require your surety to complete it.

If the Contractor should be adjudged bankrupt, or make an assignment for the benefit of Contractor's creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may declare the Contractor's control over the work terminated, and so notify the Contractor and Contractor's sureties.

Upon such termination, the County may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the County

assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the County agrees to pay for such materials and the use of said equipment at a reasonable compensation.

Upon such termination or the County's declaration that the Contractor is in default, the County may direct the Surety to complete, or cause to be completed, the Contract work, or the County may direct that all or any part of the work be completed by day labor, or by employment of other contractors on informal contracts, or both. If the County directs the Surety to complete or cause to be completed, the Contract work, Contractor's performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work.

If your control over the work is terminated and the County takes control of the work, you are not entitled to receive any portion of the amount to be paid under the Contract until it is fully completed. After completion, if the unpaid balance exceeds the sum of the amount expended by the County in finishing the work, plus all damages sustained, or to be sustained, by the County, plus any unpaid claims on account of labor, materials, tools, equipment, or supplies contracted for by the Contractor for the work herein contemplated, the excess not otherwise required by these Contract Documents to be retained will be paid you. If the sum so expended exceeds the unpaid balance, you and your surety are liable to the County for the amount of such excess.

If the County directs the Surety to complete or cause to be completed, the Contract work, your performance bond surety agrees to immediately undertake to complete or cause to be completed, all Contract work. The surety will be subrogated to money due under the Contract, and to money which will become due in the course of completion by the surety. However, you and Surety agree that any subrogation rights of surety are subordinate to and inferior to the rights of the County.

**Replace item 3 on the list in the 1st paragraph of section 8-1.14E with:**

3. Allowance for profit not to exceed 4 percent of the cost of the work performed to the date of termination plus demobilization.

AA

## 9 PAYMENT

**Add to section 9-1.03:**

If you fail to include a unit price for a particulate item the unit price will be calculated dividing the bid amount by the quantity for that item and rounding to the nearest penny. Rounding may affect the bid item total.

**Replace section 9-1.07 with:**

Reserved

**Add to section 9-1.16A with:**

### 9-1.16A(1) PROMPT PAYMENT

#### A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining



use of a moisture-retaining medium as described in Section 90-1.03B(2) "Water Method," of the Standard Specifications.

AA

12 TEMPORARY TRAFFIC CONTROL

Replace section 12-1.04:

Flagging is included in the payment for traffic control system.

Add to section 12-3.11B(1):

Install warning lights on all W20-1 signs.

Replace section 12-3.20 with:

12-3.20 TEMPORARY BARRIER SYSTEMS

12-3.20A General

12-3.20A(1) Summary

Section 12-3.20 includes specifications for placing, maintaining, repairing, and removing temporary barrier systems.

Temporary barrier system consists of:

- 1. New or undamaged used interconnected barrier segments
- 2. Segment connection hardware
- 3. Stakes and anchor bolts

12-3.20A(2) Definitions

**clear area width:** Minimum width throughout the length of the barrier system that must be maintained clear of obstructions, objects, and work resources during non-working hours. The width is measured perpendicular from the non-traffic side toe.

**set back distance:** Space measured between the closest toe of temporary barrier and the edge of traveled way for each direction of traffic.

12-3.20A(3) Submittals

Submit as informational submittal for each type of temporary barrier system:

- 1. Certificate of compliance.
- 2. Manufacturer's installation instructions except for Type K temporary railing and temporary concrete barrier with cross bolt.
- 3. Manufacturer's QC test results and daily production log, through the Data Interchange for Materials Engineering (DIME) website. QC test results must include the concrete mix design number, barrier stamped ID, and must be submitted within 3 business days of QC test completion.

Submit test reports for cross bolts that certify compliance with the applicable ASTM requirements. The test reports must be from a laboratory that is accredited to International Standards Organization/International Electrotechnical Commission 17025 by the American Association for Laboratory Accreditation (A2LA) or the ANSI-ASQ National Accreditation Board.

Submit a signed manufacturer's replacement evaluation report within 10 days of damage to a temporary steel barrier system.

#### 12-3.20A(4) Quality Assurance

##### 12-3.20A(4)(a) General

Temporary barrier systems must comply with MASH Test Level 2 except for Type K temporary railing.

Except for Type K temporary railing and temporary concrete barrier with cross bolt, temporary barrier systems must:

1. Be on the Authorized Materials List for highway safety features
2. Comply with the manufacturer's drawings shown on the Department's Division of Safety Programs website and the manufacturer's installation instructions

If a discrepancy exists, governing ranking in descending order is:

1. These specifications
2. Manufacturer's drawings
3. Manufacturer's installation instructions

QC sampling, testing, and inspection personnel must have an ACI Concrete Field-Testing Technician, Grade I certification.

Temporary concrete barrier segments must:

1. Comply with the requirements for tier 3 precast concrete in section 90-4
2. Be fabricated at a plant on the Authorized Facility Audit List

Concrete must be sampled and tested at the minimum frequencies shown in the following table.

Concrete QC Tests		
Quality characteristic	Test method	Minimum testing frequency
Compressive strength	ASTM C172/C172M, ASTM C31/C31M, and ASTM C39/C39M	Once per 300 cu yd of concrete cast, or every day of casting, whichever is more frequent
Slump	ASTM C143/C143M	
Temperature at time of mixing	ASTM C1064/C1064M	
Density	ASTM C138	Once per 600 cu yd of concrete cast or every 7 days of batching, whichever is more frequent
Air content	ASTM C231/C231M or ASTM C173/C173M	If concrete is air entrained, once for each set of cylinders, and when conditions warrant

A daily production log of PC activities must be maintained under section 90-4.01C(4).

##### 12-3.20A(4)(b) Quality Control

Replace damaged temporary concrete barrier segments with exposed reinforcing steel or concrete spalls 1-1/2 inches in depth and 4 inches in width or greater.

Replace damaged temporary steel barrier segments with permanent bends, tearing, or buckling as described in the signed manufacturer's replacement evaluation report.

Realign temporary barrier system within 2 days of impact or displacement when displaced more than 3 inches except when the temporary barrier system is displaced into a traveled lane realign immediately.

#### 12-3.20B Materials

##### 12-3.20B(1) General

Temporary barrier segment must:

1. Be a minimum 31-1/2 inches in height
2. Have at least two lifting holes
3. Be designed to be used with temporary traffic screen when required

Temporary barrier segment may have your name or logo on each barrier segment. The name or logo must be no more than 4 inches in height and must be located no more than 12 inches above the bottom of the barrier segment.

##### 12-3.20B(2) Temporary Concrete Barriers

###### 12-3.20B(2)(a) General

Temporary concrete barrier segment must:

1. Be precast concrete with a minimum 4,000-psi compressive strength.
2. Have reinforcement steel that complies with section 52.
3. Have a finished surface that complies with section 51-1.03F(2).
4. Include the manufacturer's name, lot number, and month and year of manufacture stamped on the top of each barrier segment except for Type K temporary railing. The stamped information must be:
  - 4.1. No more than 6 inches in height.
  - 4.2. No more than 12 inches in length.
  - 4.3. From 3/16 to 1/4 inch in depth.
  - 4.4. Centered on the top width of the barrier segment.

Segment connection hardware must be one of the following:

1. Steel bar loops and connecting pins
2. "J" hook steel plates
3. Cross bolts

Steel bar loops must comply with ASTM A36/A36M.

Connecting pins must comply with ASTM A307. A round bar of the same diameter may be substituted for the connecting pins. The round bar must:

1. Comply with ASTM A36/A36M
2. Have a minimum length of 26 inches
3. Have a 3-inch-diameter, 3/8-inch-thick plate welded on the upper end using a 3/16-inch fillet weld

"J" hook steel plates must be a minimum 18 inches in height.

Cross bolt hardware includes:

1. Cross bolts
2. Nuts complying with ASTM A563
3. Hardened washer complying with ASTM F436, Type 1

4. Plate washer complying with ASTM A36/A36M and galvanized post fabrication under section 75-1.02B

Cross bolts must:

1. Be a 7/8-inch bolt or threaded rod and comply with one of the following:
  - 1.1. HS threaded rod ASTM 193, Grade B7
  - 1.2. HS threaded rod ASTM A449, Type 1
  - 1.3. HS nonheaded anchor bolt ASTM F1554, Grade 105, Class 2A
2. Have a permanent grade symbol and manufacturer's identifier

Epoxy adhesive must have a minimum 1650 psi bond strength, except for temporary barrier with "J" Hooks.

#### 12-3.20B(2)(b) Temporary Concrete Barrier with "J" Hooks

The steel stakes must be 1-1/2 inches in diameter and 48 inches long.

Anchor hardware must include:

1. Anchor bolt insert 1-inch diameter, 6-inch long
2. Hex head bolt 1-inch diameter with a minimum length of 11 inches plus thickness of asphalt overlay
3. Plate washer 3/8-inch by 3-inch by 3-inch
4. Retainer ring

#### 12-3.20B(2)(c) Temporary Concrete Barrier with Cross Bolt

Reinforcement steel must comply with ASTM A615/ASTM A706, Grade 60.

Reinforcement steel must be galvanized under section 52-3, when shown.

Combinations of reinforcing steel and welded wire reinforcement are authorized. Welded wire reinforcement must comply with ASTM A1064.

Temporary barrier segments must comply with the tolerances shown in the following table:

<b>Precast Barrier Tolerance</b>	
Dimension	Tolerance
Length	±1 in
Insert Placement	±1/2 in
Horizontal Alignment	±1/8 in per 10 feet of length
Deviation of Ends	
Horizontal Skew	±1/4 in
Vertical Batter	±1/8 in per foot of depth

Stakes must:

1. Comply with ASTM A36/A36M-14 or ASTM A529-14 Grade 50
2. Be 1-1/2-inch-diameter-by-48-inch-long
3. Have a plate 1/2-by-3-1/2-by-3-1/2-inch welded 2 inches down from the upper end using a 1/4-inch fillet weld under AWS D1.1 or D1.4

Anchor bolts must:

1. Be a threaded rod, 1-1/8-inch-diameter-by-10-1/2-inch-long
2. Comply with ASTM 307
3. Include a nut complying with ASTM A563

4. Include a plate washer:
  - 4.1. 1/2-by-3-1/2-by3-1/2-inch with a 1-1/4-inch diameter hole in the center
  - 4.2. Complying with ASTM A36/A36M
  - 4.3. Galvanized post fabrication under section 75-1.02B

#### 12-3.20B(2)(d) Type K Temporary Railing

Anchor bolts must:

1. Be a threaded rod, 1-inch-diameter-by-15-1/2-inch-long
2. Comply with ASTM 307
3. Include a nut complying with ASTM A563
4. Include a plate washer:
  - 4.1. 3/8-by-2-1/2-by-3-inch with a 1-1/8-inch diameter hole in the center
  - 4.2. Complying with ASTM A36/A36M
  - 4.3. Galvanized post fabrication under section 75-1.02B

#### 12-3.20B(2)(e)–12-3.20B(2)(g) Reserved

#### 12-3.20B(3) Temporary Steel Barriers

Temporary steel barriers segment must:

1. Be galvanized steel.
2. Have a joint connection.
3. Include permanent identification information with no more than 6 inches in height and 12 inches in length and centered on the top width of the segment. The identification information must include:
  - 3.1. Manufacturer's name.
  - 3.2. Serial number.
  - 3.3. Lot number.
  - 3.4. Month and year of manufacture.

#### 12-3.20B(4)–12-3.20B(9) Reserved

#### 12-3.20B(10) Temporary Terminal Sections

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Reserved

#### 12-3.20C Construction

##### 12-3.20C(1) General

Clean temporary barrier segments at time of installation and at least every 6 months thereafter.

Install the temporary barrier system based on the requirements shown in the following table:

Minimum Clear Area Width

Barrier	Configuration	Height differentials 3 feet or less (ft)	Height differentials greater than 3 ft up to 8 feet (ft)	Edge of deck or height differentials greater than 8 feet (ft)	Fixed objects, falsework members, or temporary supports <sup>a</sup> (ft)
12'-6" temporary concrete barrier with "J" hooks	Freestanding	3	4	8	7
	3 stakes per segment traffic side	1	1	2	3
	2 anchor bolts per segment traffic side	1	1	2	3
20-foot temporary concrete barrier with "J" hooks	Freestanding	3	4	8	7
	4 stakes per segment traffic side	1	1	2	3
	3 anchor bolts per segment traffic side	1	1	2	3
50-foot temporary steel barrier	Staked or anchored at both ends only	6	7	9	10
	Staked or anchored every 250 feet	5	6	8	9
	Staked or anchored every 33 feet	1	1	3	4
10-foot, 20-foot & 30-foot temporary concrete barrier with cross bolts	Freestanding	1	2	5	5
20-foot Type K temporary railing	Freestanding	2	3	8	7
	2 stakes or 2 anchor bolts per segment traffic side	1	1	3	4
	4 stakes or 4 anchor bolts per segment	N/A	N/A	3	3

<sup>a</sup>The minimum clear area width to a falsework or temporary support footing can be 2 feet less than the clear area width shown. Measure clear area width to the footing edge closest to traffic.

Stake temporary barrier systems when placed on an asphalt concrete surface.

Anchor temporary barrier systems when placed on a concrete surface. For bridge decks, confirm the anchor will not penetrate closer than 1-1/2 inches from the bottom of the deck before placement. When temporary barrier is not shown, request the Engineer to verify the bridge deck thickness.

Stake or anchor a minimum 20 feet of temporary concrete barrier at each end of the temporary barrier system. For:

1. Temporary concrete barrier with "J" hooks, place a minimum of 6 stakes or anchors at each end, 3 on each side.
2. Temporary concrete barrier with cross bolts, place a minimum of 6 stakes or anchors at each end, 3 on each side.
3. Type K temporary railing, place 4 stakes or anchors at each end, 2 on each side.

For installations on concrete surfaces, drill holes and bond threaded rods or dowels under section 51-1.03E(5). Do not drill the top of supporting beams or girders, bridge expansion joints, or drains.

Install stakes and anchor bolts so the heads do not project above the top of the temporary barrier pocket profile.

For the approach zone before the protected area, place a minimum:

1. 60 feet temporary barrier on facilities with a posted speed of 45 mph or less
2. 100 feet temporary barrier on facilities with a posted speed greater than 45 mph

Offset the approach end of a temporary barrier system a minimum of 15 feet from the edge of an open traffic lane, use the offset rate shown in the following table:

<b>Temporary Barrier System Offset Rate</b>	
Posted speed (mph)	Rate <sup>a</sup>
0 to 45	10:1
46 to 60	15:1
61 to 70	20:1

<sup>a</sup>Rate is longitudinally to transversely with respect to the edge of the traveled way

If a 15-foot minimum offset cannot be achieved, offset the temporary barrier the maximum distance available and install an array of temporary crash cushion modules or an authorized temporary crash cushion system at the barrier approach end.

Install a reflector on the top or face of barrier segments placed within 10 feet of a traffic lane. Space reflectors at approximately 20-foot intervals. Apply adhesive for mounting the reflector under the reflector manufacturer's instructions.

Install a Type P marker panel complying with section 82 at:

1. Each end of a temporary barrier system placed adjacent to a two-lane, two-way highway
2. The end facing traffic for a temporary barrier system installed adjacent to a one-way roadbed
3. The end of the skew nearest the traveled way when a temporary barrier system is placed on a skew

Maintain a minimum height of 31-1/2 inches above surface for temporary barrier. For paving activities adjacent to temporary barrier, do not pave within 2 feet of the barrier segments unless authorized. For paving under the temporary barrier, remove and reset the barrier.

Remove temporary barrier systems when no longer required for the work. Remove stakes and anchor bolts so that minimal damage is done to surface.

After removing the temporary barrier systems:

1. Restore the area to its previous condition or construct it to its planned condition if temporary excavation or embankment was used to accommodate the temporary barrier.

2. Remove all threaded rods or dowels to a depth of at least 1 inch below the top of a concrete surface. Fill the resulting holes with mortar under section 51-1 except cure the mortar by the water method or by the curing compound method using curing compound no. 6.
3. Repair a damaged asphalt surface by providing a clean, smooth edge around the damaged area. Repair any heaving caused by stake removal to provide a uniform surface. Remove loose debris and use compressed air to clean out the stake hole. Comply with manufacturer's requirements except fill the stake hole with grout to existing pavement elevation under section 51-1.

If the Engineer orders a lateral move of a temporary barrier system and repositioning is not shown, the lateral move is change order work except for work area access, clear area width compliance, or because of your means and methods to perform the work.

#### 12-3.20C(2) Temporary Concrete Barriers

##### 12-3.20C(2)(a) General

Before placing temporary concrete barrier on the job site and after each described relocation, paint the exposed surfaces of the segments with white paint complying with specifications for acrylic emulsion paint for exterior masonry.

Place and maintain the abutting ends of segments in alignment without substantial offset from each other.

Install temporary barrier systems with the last segment extending a minimum of 60 feet past the length of the protected area.

##### 12-3.20C(2)(b) Temporary Concrete Barrier with "J" Hooks

Install a minimum 200 feet of temporary concrete barrier with "J" hooks.

Place the temporary barrier system on a concrete or asphalt concrete surface. The asphalt concrete surface must have a minimum 2 inches of asphalt concrete over 6 inches of compacted subbase.

Install two parallel temporary barrier systems, one for each direction of travel, when placed between two-way traffic. Maintain the minimum clear area as shown in the table titled "Minimum Clear Area Width" between the two systems. Maintain a minimum 1-foot set back distance.

##### 12-3.20C(2)(c) Temporary Concrete Barrier with Cross Bolts

Install a minimum 210 feet of temporary concrete barrier with cross bolts.

Place the temporary barrier system on a concrete or asphalt concrete surface.

Do not stake or anchor down temporary barrier system, except for 20 feet at end of the barrier system.

Intermix segments of different lengths within a temporary barrier system when necessary.

For a temporary barrier system placed on a curved layout, maintain the minimum curve radius shown in the following table:

Minimum Curve Radius	
Segment length (ft)	Curve radius (ft)
10	125
20	265
30	400

Maintain a minimum 1-foot set back distance when placed between two-way traffic.

##### 12-3.20C(2)(d) Type K Temporary Railing

Do not install Type K temporary railing on projects advertised after December 31, 2026.

Install a minimum 160 feet of Type K temporary railing.

Excavate and backfill under section 19-3.

Do not compact earth fill placed behind Type K temporary railing in a curved layout.

Place temporary barrier system on a firm, stable surface. Grade the area to provide a uniform bearing surface throughout the entire length of the system.

Anchor or stake down the first and last segment and every other segment with four stakes as shown when placed between two-way traffic. Maintain a minimum 1-foot set back distance.

12-3.20C(2)(e)–12-3.20C(2)(g) Reserved

12-3.20C(3) Temporary Steel Barriers

12-3.20C(3)(a) General

Install temporary barrier system under manufacturer's instructions.

12-3.20C(3)(b) 50-Foot Temporary Steel Barriers

Use 50-foot temporary steel barriers with or without rubber pads.

Install a minimum 250 feet of 50-foot temporary steel barrier. The last segment must extend a minimum 25 feet past the length of the protected area.

Place the temporary barrier system on a concrete or asphalt concrete surface. Do not place the system on a dirt surface.

Anchor or stake down the first and last segment of the temporary barrier system.

Maintain a minimum radius of 800 feet for segments placed on a curved layout. For tighter curves down to a 250-foot radius, contact the manufacturer before installation and provide manufacturer's written recommendation for the installation.

Maintain a minimum 2-foot set back distance on both sides of a temporary barrier system used with traffic on both sides of the barrier.

12-3.20C(3)(c)–12-3.20C(3)(h) Reserved

12-3.20C(4)–12-3.20C(9) Reserved

12-3.20C(10) Temporary Terminal Sections

Reserved

12-3.20D Payment

The payment quantity for types of temporary barrier systems is the length measured along the top of the barrier segments.

**Replace section 12-3.24 with:**

12-3.24 TEMPORARY CRASH CUSHIONS

12-3.24A General

#### 12-3.24A(1) Summary

Section 12-3.24 includes specifications for installing, repairing, replacing, maintaining, and removing temporary crash cushions.

#### 12-3.24A(2) Definitions

Not Used

#### 12-3.24A(3) Submittals

At least 10 days before installation, submit as informational submittal for each temporary crash cushion model:

1. Certificate of compliance
2. Two copies of the following:
  - 2.1. Manufacturer's installation and maintenance manual
  - 2.2. Department approved manufacturer's drawings from the Department's Division of Safety Programs website
3. Record of training provided by manufacturer for each person installing the temporary crash cushion

#### 12-3.24A(4) Quality Assurance

##### 12-3.24A(4)(a) General

Not Used

##### 12-3.24A(4)(b) Quality Control

Temporary crash cushion must be installed under the manufacturer's instructions by personnel trained by the manufacturer.

Keep a copy of the manufacturer's drawings, and installation and maintenance manual for each temporary crash cushion model at the job site during installation.

#### 12-3.24B Materials

##### 12-3.24B(1) General

Temporary crash cushion must:

1. Be on the Authorized Materials List for highway safety features
2. Comply with MASH Test Level 2 (TL-2) for a posted speed limit less than 45 mph

##### 12-3.24C Construction

##### 12-3.24C(1) General

When activities expose traffic to fixed obstacles, protect traffic from the obstacles with temporary crash cushions.

You may use NCHRP Report 350 compliant temporary crash cushions before December 31, 2026.

Install temporary crash cushions under the manufacturer's instructions before:

1. Starting activities requiring the crash cushions.
2. Opening to traffic lanes adjacent to the protected obstacles.

Temporary crash cushions must not impede the flow of traffic or encroach on the traveled way.

Attach a Type P marker panel to the front of temporary crash cushions if the closest point to the traveled way is within 12 feet of the traveled way. Fasten marker panels firmly to crash cushions with commercial quality hardware or by other authorized methods.

Maintain temporary crash cushions in place at each location, including when work is not in progress.

Keep the area behind the temporary crash cushions clear of obstructions.

Repair damaged temporary crash cushions immediately. Remove and replace temporary crash cushions damaged beyond repair. Repair and replacement of temporary crash cushions damaged by traffic is change order work.

### 12-3.22D Payment

The payment quantity does not include:

1. Temporary crash cushions placed for public safety
2. Modules placed in excess of the number described

### Add to section 12-4.01A:

A minimum of one lane not less than 9 ft along Old Santa Cruz Highway shall be kept open for public traffic at all times.

Maintain access to driveways. No driveway use permitted.

You may completely close Old Santa Cruz Highway at the project site under flagger control, for periods not to exceed 30 minutes, between 9:00 a.m. and 4:00 pm weekdays, with Engineer approval, only for the following operations:

1. Drilling the holes for the piles
2. Placement of concrete in the drilled holes
3. Placing pavement
4. Tree removal
5. Traffic Control Installation

A Detour Route as shown in the project plans will need to be operational and permitted by Caltrans prior to any proposed roadway closure. After each stoppage, all accumulated traffic must pass through the work zone before another stoppage is made. Flaggers must be present.

Submit the proposed traffic control plan to the Engineer at the Pre-Construction meeting or seven (7) days before construction begins.

If any traffic control changes are proposed, notify the Engineer in writing before 5:00 P.M. of the Thursday before the following week's work is scheduled.

Personal vehicles of the Contractor's employees shall not be parked on the travelled way at any time, including any section closed to public travel.

**Replace the table in the definition of *designated holidays* in section 12-4.02A(2) with:**

**Designated Holidays**

Holiday	Date observed
New Year's Day	January 1st
Martin Luther King Jr. Day	3rd Monday in January
Lincoln's Birthday	2nd Monday in February
George Washington's Birthday	3rd Monday in February
Cesar Chavez Day	March 31st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Indigenous People's Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving	4th Thursday and Friday in November
Christmas Day	December 25th

**Replace 1<sup>st</sup> paragraph of section 12-4.02B:**

The temporary traffic control signals used at the project sites shall include interconnected, single pole signals with an overhead street light at each end of the project limits, generators to provide power with enough fuel storage to maintain at least 24 hours of signal/street light operation, and all other items needed to provide a complete and fully functional temporary signal system that will control two way traffic on the remaining single lane portion of the roadway during construction.

**Replace section 12-4.02C(9)(a)(iii) with:**

Submit as informational submittals.

1. Flagger certification for each flagger including AFAD operators. The submittal must include:

- a) Name of the individual receiving certification.
- b) Name of entity providing certification.
- c) Date of certification.
- d) Certification expiration date.

**Replace section 12-4.02C(9)(a)(iv) with:**

Flaggers and traffic control technicians that are part of a traffic control system must be certified by an authorized training provider. The authorized training provider list is available at;

<https://dot.ca.gov/programs/construction/safety-traffic/safety-training-courses>

**Replace section 12-4.02C(11)(a)(iv) with:**

The traffic control technician must coordinate with the Engineer the implementation of traffic control systems and traffic handling plans prior to construction and before major changes in traffic control.

AA

## **13 WATER POLLUTION CONTROL**

**Add to section 13-4.01C:**

Submit within 30 days of Contract acceptance a site-specific Spill Prevention, Control and Countermeasures (SPCC) outlining the practices to prevent, minimize, and/or clean up potential spills during construction of the Project. The SPCC plan must also include:

- 1. Construction equipment types and location,
- 2. Access, staging and material storage locations
- 3. Construction sequence

AA

## **14 ENVIRONMENTAL STEWARDSHIP**

**Replace section 14-1.03 Reserved with:**

**14-1.03 NEPA DETERMINATION**

The State has determined that this project has no significant impacts on the environment as defined by NEPA and that there are no unusual circumstances as described in 23CFR 771.117(b). As such, the project is categorically excluded from the requirements to prepare an EA or EIS under the National Environmental Policy Act.

A copy of the FEMA conditions and Best Management Practices shall be kept on-site at all times.

**Replace section 14-1.04 Reserved with:**

**14-1.04 CEQA DETERMINATION**

County of Santa Cruz has determined the project to be categorical exempt from CEQA.

A copy of the County of Santa Cruz CEQA determination (Notice of Exemption) shall be kept on site at all times.

**Replace Reserve in section 14-2.05 with:**

**14-2.05 Discovery of Unanticipated Paleontological Resources**

If paleontological resources are discovered within of near construction limits, do not disturb the resources and immediately:

1. Stop all work within the 50-foot radius of the discovery
2. Secure the area
3. Notify the Engineer

The Department investigates the discovery. Do not move paleontological resources or take them from the job site. Do not resume work within the radius of discovery until authorized.

If ordered, furnish resources to assist in the investigation or recovery of paleontological resources. This work is change order work.

**Add to the 1st paragraph of section 14-6.03A:**

This project is within or near habitat for the regulated species shown in the following table:

**Regulated Species**

Bats
San Francisco dusky-footed woodrat
Santa Cruz black salamander
California giant salamander
Foothill yellow-legged frog
California red-legged frog

**Replace item 1 in the 2nd paragraph of section 14-6.03A with:**

1. Stop all work within a 50-foot radius of the discovery except as shown in the following table:

Regulated species	Protective radius (feet)
Passerines	200
Raptors	500

**Add to section 14-6.03A:**

Species protection areas within the project limits are as specified in the following table:

<b>Species Protection Areas</b>	
Identification name	Location
Old Santa Cruz Highway PM 1.01	Entire Project Limits
Old Santa Cruz Highway PM 1.06	Entire Project Limits

Within entire project limits, implement the following protection measures:

1. Notify the Engineer 30 days before start of job site activities to allow preconstruction surveys,
2. Direct lights away from vegetated areas and minimize light spillage.
3. Do not bring pets onto the job site.
4. Firearms are not allowed on the job site except for those carried by local, State, or Federal law enforcement officials.

**Replace the 2nd paragraph of section 14-6.03B with:**

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 15 to August 31.

**Replace item 1 in the list in the 6th paragraph of section 14-6.03B with:**

1. Stop all work within a 50-foot radius of the discovery except as shown in the following table:

Species	Protective radius (feet)
Passerines	200
Raptors	500

**Replace the 2nd paragraph of section 14-8.02 with:**

Noise from job site activities must not exceed 86 dBA Lmax at 50 feet from the job site activity from 7 p.m. to 7 a.m. each day. Said noise level requirement applies to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by you. Avoid the use of loud sound signals in favor of light warnings except those required by safety laws for the protection of personnel

Do not operate construction equipment or run equipment engines from 5:00 p.m. to 8:30 a.m. or on Saturday and Sundays at the job site

**Add section 14-9.04:**

**14-9.04 CLEAN AIR ACT**

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Replace item 1 in the list in the 1st paragraph of section 14-11.02 with:**

1. You reasonably believe the substance is asbestos as defined in Labor Code § 6501.7 or a hazardous substance as defined in Health & Safety Code § 25117, § 25316 and § 25317.

**Add section 14-12.04:**

**14-12.04 COUNTY OF SANTA CRUZ AVOIDANCE AND MINIMIZATION MEASURES**

Section 14-12.04 includes specifications for working in areas within the jurisdiction of the County of Santa Cruz.

Nesting bird avoidance and minimization measures:

1. To comply with the provisions of the Migratory Bird Treaty Act, construction will occur between September 15 and February 15, to the extent possible, to avoid impacts to nesting birds.
2. If construction is proposed for the breeding season, then a preconstruction survey conducted by a qualified County-supplied biologist must occur at least two weeks prior to the start of construction.
3. If nesting activity is detected, the biologist will establish a buffer around the nest(s). The buffer will be maintained, and construction activities will avoid nest sites until the biologist determines that the young have fledged or nesting activity has ceased. Typical buffers for nests include 200 feet for passerines and 500 feet for raptors. Actual buffers will be determined by the biologist.

Invasive species avoidance and minimization measures:

1. To reduce the spread of invasive non-native plant species the County will implement the following protection measures to comply with Executive Order 13112:
2. Invasive plants are known on the project site, therefore an invasive plant materials removed during construction will be contained and treated as trash and disposed of in a permitted landfill.
3. Contract specifications for permanent erosion control will require the use of California native forbs and grasses from the same elevation and geographic area as the project site.
4. Mulches used on the project will be from source materials that will not introduce exotic species.

Storage Areas avoidance and minimization measures:

Material and equipment storage is restricted to existing unvegetated pullouts and paved areas in the County right-of-way, and not within the drip-line of oak trees, and outside the riparian corridor.

**Add section 14-12.06:**

**14-12.06 FEDERAL WATER POLLUTION CONTROL ACT**

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to the County of Santa Cruz and understands and agrees that the County of Santa Cruz will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Replace the 1st paragraph of section 15-1.03B with:**

Remove concrete pavement entirely.

**Delete the 7th paragraph of section 15-1.03B.**

**Delete item 2 in the list in the 7th paragraph of section 15-1.03B.**

AA

**DIVISION III EARTHWORK AND LANDSCAPE**  
**17 GENERAL**

**Replace 3rd paragraph in section 17-2.03A:**

As much underbrush and trees will remain as possible. Retain a certified arborist to perform any necessary pruning or root cutting.

Only remove trees as directed by the Engineer and as shown to be removed. Do not injure standing trees, plants and improvements unless as directed by the Engineer.

**Replace the 4th paragraph in section 17-2.03A with:**

Clear and grub vegetation only within the excavation and embankment slope lines, contour grading limits, and drainage work limits.

**Add to Section 17-2.03D:**

Invasive plant material removed during vegetation clearing must be bagged, sealed, transported, and disposed of at a County-approved landfill or incinerator in a manner that prevents invasive plant material (seeds, plant fragments, etc.) from escaping.

Vegetation debris may be chopped or chipped and broadcasted in the immediate area or stockpiled for distribution, otherwise it must be taken to an appropriately licensed/permited landfill or waste facility. All other debris including but not limited to: construction and demolition debris; household items, exposed sandbags, sand, mud, silt, gravel, rocks, boulders, vehicle wreckage, and hazardous materials including electrical transformers must be taken to an appropriately licensed /permited landfill, waste facility or spoil site. Temporary stockpiles are to be placed on pre-disturbed areas or on hard surfaces. The location, identified by decimal degree coordinates must be provided to the State and FEMA prior to close out of the project. New temporary staging areas and final non-licensed/permited sites must obtain the approval licenses or permits prior to use. All site licenses/permits must be provided to the State and FEMA prior to close out of the project. Noncompliance with the construction may jeopardize receipt of Federal financial assistance.

AA

**19 EARTHWORK**

**Add to the end of section 19-1.01A:**

Earthwork activities include Finishing Roadway. Finishing Roadway must comply with section 22. Prior to site grading, construction areas should be cleared of all surface and subsurface structures associated with current development of the site including asphalt concrete, undocumented fills, landslide debris, and other deleterious debris.

**Replace section 19-1.02:**

If borrow material for this project is not disaster-displaced material reclaimed from the immediate area, not obtained from standard commercial borrow source, not obtained from permitted borrow-pit (and a permit number is provided), or not obtained from a Sub-Grantee-owned pre-existing stockpile (and coordinates provided), the Sub-Grantee must notify FEMA and the California Office of Emergency Services (Cal OES)

prior to commencing borrow extraction, so that compliance with Section 106 of the National Historic Preservation Act can be accomplished. Non-compliance with this requirement may jeopardize the receipt of federal funding.

**Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:**

Dispose of surplus material. Ensure enough material is available to complete the embankments before disposing of it.

**Add between the 8th and 9th paragraphs of section 19-2.03G:**

Roughen excavation slopes and flat surfaces to support compacted fill or pavement by scarifying to a depth of 6 inches, moisture-conditioned, thoroughly mixed. Areas that will support fill should be uniformly compacted to 90-percent relative compaction in accordance with CTM 216 (Caltrans, 2023). Areas that will support the pavement structural section should be compacted to 95 percent relative compaction in accordance with CTM 216 (Caltrans, 2023).

Roughen excavation slopes and flat surfaces to receive erosion control materials by scarifying to a depth of 6 inches.

**Add Section 19-2.04**

**19-2.04 Re-establish Drainage Ditch**

**19-2.04A Summary**

Section 19-2.04 includes specifications for re-establish drainage ditch.

Structure excavation and backfill must comply with section 19-3.

**19-2.04B Definitions**

Not used.

**19-2.04C Submittals**

Not used.

**19-2.04D Materials**

Not used.

**19-2.04E Construction**

Remove debris and vegetation within the limits of the inboard drainage ditch.

Establish alignment and grade of drainage ditch to provide drainage flow through the project site and as indicated on the project plans.

**19-2.04F Payment**

Not used.

**Delete the 1st Paragraph of Section 19-3.03B(2)**

**Add to section 19-3.03B(2):**

Wall backfill is recommended to be placed in thin lifts not exceeding 6 inches in uncompacted height. Compaction along the back of wall is recommended to be performed with vibra-plate or other hand operated equipment.

**Add to section 19-7.02A:**

Obtaining imported borrow must comply with Section 19-1.0 and include the following:

1. Clearing and grubbing the material site.
2. Selecting material within the source.
3. Screening and wasting from 30 to 60 percent of the finer material.
4. Washing materials so that the imported borrow complies with the sand equivalent requirements.

**Add to section 19-7.02C:**

Imported borrow placed within 4 feet of the finished grade must have an R-value of at least 20.

Strip materials that adversely affect the imported borrow properties.

Imported borrow must comply with 19-1.02.

**Replace “Reserved” in section 19-12 with:**

**19-12 RE-ESTABLISH DRAINAGE DITCH**

**19-12.01 GENERAL**

**19-12.01A Summary**

Section 19-12 includes specifications for re-establish drainage ditch.

**19-12.01B Definitions**

Not Used

**19-12.01C Submittals**

Not Used

**19-12.01D Quality Assurance**

Not Used

**19-12.02 MATERIALS**

Not Used

**19-12.03 CONSTRUCTION**

Remove debris and vegetation within the limits of the inboard drainage ditch.

Establish alignment and grade of drainage ditch to provide drainage flow through the project site and as indicated on the project plans.

**19-12.04 PAYMENT**

Not Used

**Add to section 21-2.02F:**

Santa Cruz Native Erosion Control Mix (Annual Reseeding)		
Seed Application Rate (lbs/acre)	Scientific Name	Common Name
25 lbs	Bromus carinatus	California Brome
10 lbs	Elymus glaucus	Blue Wildrye
6 lbs	Vulpia microstachys	Three Weeks Fescue
4 lbs	Trifolium wildenovii	Tomcat Clover
25 lbs (Required Nov - Feb)	Hordeum vulgare (sterile)	Barley (sterile)
70 lbs/acre	TOTAL	

Straw must be certified weed free from the harvest site by the local County Agricultural Commission or the Department of Food and Agriculture.

Upon completion of the earthwork, all exposed soil areas disturbed during construction, spread duff to a uniform thickness over seeding. Apply duff to the edge of the shoulder backing. When shoulder backing is absent, do not apply duff within 3 feet of the edge of pavement.

1. Fiber 2000 lbs/acre
2. Fertilizer 800 lbs/acre
3. Santa Cruz Native Erosions Control Mix 70 lbs/acre
4. Tackifier 100 lbs/acre

1. Start application within 60 minutes after adding seed to the tank.
2. Apply in successive passes as necessary to achieve the specified application rate.
3. Apply all hydroseed materials shown for a single area within 72 hours.

1. Green material consisting of chipped, shredded, or ground vegetation or clean, processed, recycled wood products
2. Biosolids

3. Manure
4. Mixed food waste

Compost must not be derived from mixed municipal solid waste and must not contain paint, petroleum products, pesticides, or other chemical residues harmful to plant or animal life. Metal concentrations in compost must not exceed the maximum listed under 14 CA Code of Regs § 17868.2.

Process compost materials under 14 CA Code of Regs § 17868.3.

The particle size must comply with the requirements shown in the following table:

**Compost Gradation**

Quality characteristic	Test method <sup>a</sup>	Requirement	
		Min	Max
Gradation Fine:(dry weight % passing) 1-inch sieve 3/8-inch sieve	TMECC 02.02-B	100 95	-- --
Gradation Medium:(dry weight % passing) 2-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 40	-- 55
Gradation Coarse:(dry weight % passing) 3-inch sieve 3/8-inch sieve	TMECC 02.02-B	95 25	-- 35

<sup>a</sup> TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

The quality characteristics of compost must have the values shown in the following table:

**Compost**

Quality characteristic	Test method <sup>a</sup>	Requirement	
		Fine	Medium/Coarse
pH	TMECC 04.11-A	6.5–7.5	6.5-7.5
Soluble salts (dS/m)	TMECC 04.10-A	0–10	0-10
Moisture content (% wet weight)	TMECC 03.09-A	25–60	25-60
Organic matter content (% dry weight)	TMECC 05.07-A	30–70	30-100
Maturity (seed emergence) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Maturity (seedling vigor) (% relative to positive control)	TMECC 05.05-A	80 or above	80 or above
Stability (mg CO <sub>2</sub> -C/g OM per day)	TMECC 05.08-B	5 or below	8 or below
Pathogen Salmonella (most probable number per 4 grams dry weight basis)	TMECC 07.01-B	< 3	< 3
Pathogen Fecal coliform (most probable number per gram dry weight basis)	TMECC 07.01-B	< 1,000	< 1,000
Physical contaminants (% dry weight) Plastic, glass, and metal	TMECC 02.02-C	combined total: < 0.5	combined total: < 1.0
Film plastic (% dry weight)	TMECC 02.02-C	Combined total: < 0.1	Combined total: < 0.1

<sup>a</sup> TMECC refers to *Test Methods for the Examination of Composting and Compost*, published by the United States Department of Agriculture and the United States Compost Council (USCC).

**Add to section 21-2.02P:**

Straw must be certified weed free from the harvest site by the local County Agricultural Commission or the Department of Food and Agriculture.

AA

**26 AGGREGATE BASES**

**Replace 1st sentence in section 26-1.02B:**

The aggregate gradations must be within the percentage passing limits for 3/4" maximum as shown in the following table:

AA

**DIVISION V SURFACINGS AND PAVEMENTS**

AA

**39 ASPHALT CONCRETE**

**Replace 1st paragraph and bullet point no 1 in section 39-2.01B(11) with:**

Dikes shall conform with 3/8 inch Type A HMA aggregate gradation.

**Replace *Reserved* in section 39-2.02B(3) with:**

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

**Replace 1st paragraph in section 39-2.02B(4)(b):**

The aggregate gradations requirements for Type A HMA must comply with 1/2 inch gradation as shown in the following table:

AA

**DIVISION VI STRUCTURES**

**46 GROUND ANCHORS AND SOIL NAILS**

**Add to section 46-2.01D(2)(b)(i):**

Performance test a minimum of 3 ground anchors for each wall containing ground anchors. The Engineer determines which anchors are to be performance tested.

**Replace the 3rd paragraph of section 46-2.02B with:**

The permanent bearing plate must effectively distribute the test load uniformly to the steel support plates such that:

- 1. Steel bearing stress does not exceed 28,000 psi
- 2. Bending stress of the plate does not exceed:
  - 2.1. 0.90 of the yield strength for steel
  - 2.2. 0.55 of the yield strength for cast steel or cast iron

**Add to section 46-2.03A:**

Expect difficult ground anchor installation at Old Santa Cruz Road PM 1.01 due to the presence of the following conditions:

- 1. Uncertain boundaries of rock formations that are known to be present.
- 2. Needs to maintain traffic during construction.
- 3. There are low overhead utilities present at the job site.

AA

**49 PILING**

**Add to section 49-1.03:**

In the Project area, wet weather begins around October and continues through May, although rainy periods could occur at any time of year. Site soils may contain sufficient fines to produce an unstable mixture when wet. Such soil is highly susceptible to changes in water content and tends to become unstable if the moisture content significantly exceeds its optimum. Performing earthwork during dry weather reduces these problems and costs associated with rainwater, erosion control, and handling of wet soil.

Should wet weather/wet condition earthwork be unavoidable:

- (1) The ground surface in and surrounding the construction area should be sloped to promote rapid runoff of precipitation and to prevent the ponding of water.
- (2) Work areas or slopes should be covered with plastic. The use of sloping, ditching, sumps, dewatering, and other measures should be employed as necessary to permit proper completion of the work.
- (3) Earthwork should be accomplished in small sections to reduce exposure to wet conditions. To prevent soil disturbance, the size or type of construction equipment may have to be limited.
- (4) Excavation should be observed on a full-time basis by the Engineer experienced in wet weather/wet condition earthwork to determine that work is being accomplished in accordance with the intent of the project specifications and our recommendations.
- (5) Grading and earthwork should not be accomplished during periods of heavy, continuous rainfall.

**Add to section 49-1.03:**

Expect difficult pile installation due to the conditions shown in the following table:

Pile location		Conditions
OSC Rd PM#	Support location	
1.01	Project Site	<p>Due to presence of granular material and groundwater, raveling or caving is expected, which may require additional drilling and cleaning effort and may increase the concrete volume for the piles. The use of temporary steel casing, tremie seals, and/or slurry displacement method should be anticipated at all times to maintain the integrity of the piles. To control caving, the hole may be backfilled with slurry cement backfill and re-drilled for pile installation. Also, bedrock and hard-drilling conditions at relatively shallow depths are expected at these locations.</p> <p>No Groundwater was encountered in March 2020 borings, but this may vary with the passage of time due to seasonal groundwater fluctuation and other possible factors.</p>
1.06	Project Site	<p>Due to presence of granular material and groundwater, raveling or caving is expected, which may require additional drilling and cleaning effort and may increase the concrete volume for the piles. The use of temporary steel casing, tremie seals, and/or slurry displacement method should be anticipated at all times to maintain the integrity of the piles. To control caving, the hole may be backfilled with slurry cement backfill and re-drilled for pile installation. Also, bedrock and hard-drilling conditions at relatively shallow depths are expected at these locations.</p> <p>No Groundwater was encountered in March 2020 borings, but this may vary with the passage of time due to seasonal groundwater fluctuation and other possible factors.</p>

**Add to section 49-3.02B(6)(c):**

The synthetic slurry must be one of the materials shown in the following table:

Material	Manufacturer
SlurryPro CDP	KB INTERNATIONAL LLC 735 BOARD ST STE 209 CHATTANOOGA TN 37402 (423) 266-6964
Super Mud	PDS CO INC 105 W SHARP ST EL DORADO AR 71731 (870) 863-5707
Shore Pac	CETCO 2870 FORBS AVE HOFFMAN ESTATES IL 60192 (800) 527-9948
Terragel or Novagel Polymer	GEO-TECH SERVICES LLC 220 N. ZAPATA HWY STE 11A-449A LAREDO TX 78043 (210) 259-6386
BIG FOOT	MATRIX CONSTRUCTION PRODUCTS 50 S MAIN ST STE 200 NAPERVILLE IL 60540 (877) 591-3137
POLY-BORE	BAROID INDUSTRIAL DRILLING PRODUCTS 3000 N SAM HOUSTON PKWY EAST HOUSTON TX 77032 (877) 379-7412

Use synthetic slurries in compliance with the manufacturer's instructions. Synthetic slurries shown in the above table may not be appropriate for a given job site.

Synthetic slurries must comply with the Department's requirements for synthetic slurries to be included in the above table. The requirements are available from:

OFFICES OF BRIDGE DESIGN  
P.O. BOX 168041  
MS# 9-4/11G  
SACRAMENTO, CA 95816-8041

SlurryPro CDP synthetic slurry must comply with the requirements shown in the following table:

### SlurryPro CDP

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 67.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–120 $\leq 70$
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	$\leq 1.0$

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Super Mud synthetic slurry must comply with the requirements shown in the following table:

### Super Mud

Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	32–60 $\leq 60$
pH	Glass electrode pH meter or pH paper	8.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	$\leq 1.0$

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Shore Pac synthetic slurry must comply with the requirements shown in the following table:

<b>Shore Pac</b>		
Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	33–132 $\leq 118$
pH	Glass electrode pH meter or pH paper	8.0–11.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	$\leq 1.0$

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

Terragel or Novagel Polymer synthetic slurry must comply with the requirements shown in the following table:

<b>Terragel or Novagel Polymer</b>		
Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 67.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	45–104 $\leq 104$
pH	Glass electrode pH meter or pH paper	6.0–11.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	$\leq 1.0$

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

BIG-FOOT synthetic slurry must comply with the requirements shown in the following table:

<b>BIG-FOOT</b>		
Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	$\leq 64.0^a$ $\leq 64.0^a$
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	30–125 55–114
pH	Glass electrode pH meter or pH paper	8.5–10.5
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	$\leq 1.0$

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

POLY-BORE synthetic slurry must comply with the requirements shown in the following table:

<b>POLY-BORE</b>		
Quality characteristic	Test method	Requirement
Density: During drilling (pcf) Before final cleaning and immediately before placing concrete (pcf)	Mud weight (density), API RP 13B-1, section 5	62.8–65.8 <sup>a</sup> 62.8–64.0 <sup>a</sup>
Viscosity: During drilling (sec/qt) Before final cleaning and immediately before placing concrete (sec/qt)	Marsh funnel and cup, API RP 13B-1, section 7.2	50–80 50–80
pH	Glass electrode pH meter or pH paper	7.0–10.0
Sand content, percent by volume: Before final cleaning and immediately before placing concrete (%)	Sand, API RP 13B-1, section 10	$\leq 1.0$

NOTE: Slurry temperature must be at least 40 °F when tested.

<sup>a</sup>If authorized, you may use slurry in a salt water environment. The allowable density of slurry in a salt water environment may be increased by 2 pcf.

#### **Add to section 49-3.02C(1):**

Because drilling through hard ground material could be required, drilling equipment must be equipped with instrumentation to accurately measure the downward force in pounds. The instrumentation dial or display must be clearly visible for reading during operation.

#### **Replace section 49-4.01C(1) with:**

##### **49-4.01C(1) General**

Submit as an informational submittal the proposed drilling equipment operational capacities for:

- 1. Downward force in pounds
- 2. Torque in foot-pounds
- 3. Rotational speed in revolutions/minute
- 4. Rate of penetration in feet/hour
- 5. Number and type of drilling cutters or drilling teeth on drilling tool

**Add between the 1st and 2nd paragraphs of section 49-4.03A:**

Drilling equipment must be equipped with instrumentation to accurately measure the downward force in pounds. The instrumentation dial or display must be clearly visible for reading during operation.

**Add to section 49-4.03B:**

Rock subsurface foundation material is anticipated at the soldier pile retaining wall location. Conventional drilling equipment for drilling in soils may not be suitable for drilling holes for the steel soldier piling. The selection of equipment and procedures for constructing soldier piles is the Contractor's responsibility and should include factors including but not limited to the shaft diameter and the soil conditions.

If you substitute piles with a larger diagonal dimension for the piles shown, ream or enlarge the drilled hole to provide a hole diameter at least 4 inches larger than the diagonal dimension of the pile.

AA

**55 STEEL STRUCTURES**

**Replace section 55-1.02E(7)(b) with:**

**55-1.02E(7)(b) Backing for Welds**

For welds subject to computed stresses, backing for welds that is left in place in the completed structure must be (1) a single length and (2) the same material as the structural steel being welded.

Single length backing may be either a continuous strip or multiple lengths joined by complete joint penetration butt welds before being installed as backing.

Butt welds in backing material are subject to the same type and frequency of testing as specified for the type of joint in the material being joined. Grind butt welds in backing material flush as necessary to obtain proper inspection and fit-up in the welded joint where backing is used.

AA

**57 WOOD AND PLASTIC LUMBER STRUCTURES**

**Add to section 57-2.01B(3):**

Timber Lagging for walls must be preservative-treated timber.

**Replace section 57-2.05 with:**

**57-2.05 TIMBER RETAINING WALLS**

**57-2.05A General**

Section 57-2.05 includes specifications for constructing timber retaining walls.

Structure excavation and backfill must comply with section 19-3.

**57-2.05B Materials**

Timber members must be preservative-treated Douglas fir Grade No. 2.

The preservative treatment must be a waterborne wood preservative. Use only 1 type of preservative treatment for treating timber at each installation. Chromated copper arsenate must not be used.

Bolts, nuts, screws, and washers must (1) be stainless steel and (2) comply with the specifications for stainless steel fasteners in section 75-1.02.

**57-2.05C Construction**

Before placing filter fabric, the surface to receive filter fabric must be free from loose or extraneous material and sharp objects that could damage the filter fabric.

Align and place the filter fabric so that it is wrinkle free.

Overlap adjacent rolls of filter fabric by 12 inches. The preceding roll must overlap the following roll in the direction the material is being placed.

Replace or repair filter fabric damaged during installation. Place a piece of fabric large enough to cover the damaged area and comply with the overlap requirements.

**57-2.05D Payment**

Not Used

AA

**59 STRUCTURAL STEEL COATINGS**

**Add to section 59-2.01A(1):**

Clean and paint the steel soldier piles for the new retaining wall shown in the following table with the coating system specified:

Bridge Retaining Wall Name and Number	Work Description	Coating System
Old Santa Cruz Highway PM 1.01 and PM 1.06	Clean, blast clean, and paint new steel soldier piling	Zinc

Submit proof of each required SSPC-QP certification as specified in section 8-1.04C. Required certifications are:

- Add to section 59-2.01C(4)(b)(iv):**

[illegible][illegible]

## 87

Not Used.

### **83-2.04B(1)(c) Submittals**

Submit a certificate of compliance for alternative in-line terminal systems.

### **83-2.04B(1)(d) Quality Assurance**

For each model of alternative in-line terminal system being installed, obtain the manufacturer's check list for the assembly and installation of the alternative in-line terminal systems from the manufacturer's representative or distributor. Notify the Engineer of the alternative in-line terminal systems to be installed at each location before starting installation activities. Complete, sign, and date the check list for each installed in-line terminal system and submit a copy of the completed and signed check list for each installed location, and include the following:

1. Contract number
2. Name of installation Contractor
3. Flare offset used in layout
4. Date of installation
5. Location on the project by post mile, and by station if stationing shown on plans
6. Name and signature of individual completing the checklist.

The Engineer signs and dates the completed check lists, verifying the in-line terminal system at each location was assembled and installed under the manufacturer's instructions and as described.

Use personnel trained by the manufacturer to install in-line terminal systems. A record of training provided by the manufacturer may be requested by the Engineer at any time.

### **83-2.04B(2) Materials**

Alternative in-line terminal systems must be the following or a Department-authorized equal:

1. Type MAX-Tension TL-2 Tangent Guardrail End Treatment by Lindsay Transportation Systems is a tangent, re-directive, gating guardrail terminal. The MAX-Tension has a length of 30'-1/2", and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension TL-2 terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

2. Type SoftStop terminal systems must be SoftStop End Terminal System TL-2 manufactured by Valtir, LLC, and must include the connection components. Type SoftStop terminal system must be a SoftStop terminal with a System length of 38'-3 1/2" for test level 2 and can be flared for an offset of 0 to 1 foot at the head. The SoftStop terminal can be obtained from the manufacturer:

Address	Telephone no.
Valtir LLC	(945) 219-7640

3. Type MSKT terminal system must be a 31" MSKT Guard Rail End Terminal with a system length of 25'-0" and can be flared for an offset of 0 to 1 foot at the head. It is manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type MSKT terminal system shown on the plans. The MSKT Guard Rail End Terminal can be obtained from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL	(801) 785-0505

SALES PO BOX 699 PLEASANT GROVE UT 84062 (801) 785-0505	
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

**83-2.04B(3) Construction**

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Install Type SoftStop terminal system under the manufacturer's installation instructions. For Type SoftStop terminal system, use W6 x 8.5 steel yielding terminal posts for Posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Drive all posts or place them in drilled holes. Backfill the space around the posts with selected earth that is free of rock. Moisten and thoroughly compact each layer. For the terminal with a system length of 50'-9 1/2" or system length of 38'-3 1/2", all blocks must be plastic and must be 8 inches deep.

Install Type MSKT terminal system under the manufacturer's installation instructions. For Type MSKT terminal system, install a W6x15 at lower section Post 1 with a soil plate attached and a 6 by 6 by 1/8 inches tube section at upper section Post 1. Install a W6x9 or W6x8.5 post assembly top and post assembly bottom at Post 2. Install W6x9 or W6x8.5 at Posts 3 through 8. Attach a 9'-4 1/2" W-beam MGS rail section to Post 3. Use 8-inch blocks. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Do not pound on the side plates when installing lower post #1 and lower post #2. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

Install Type MAX-Tension terminal system under the manufacturer's installation instructions. Use 8-inch plastic or composite blocks. Install W6x8.5 or W6x9 at post positions after Post 1. Backfill the space around the posts with selected earth that is free of rock. The posts must be, at your option, driven with or without pilot holes, or placed in drilled holes. Space around the posts must be backfilled with selected earth, free of rock, placed in layers approximately 4 inches thick and each layer must be moistened and thoroughly compacted.

**83-2.04B(4) Payment**

Not Used

**Replace the list in the 2nd paragraph of section 83-2.02C(1)(a) with:**

1. Steel line posts.
2. Only 1 type of post and block for any 1 continuous length of guardrail.
3. Delineators

**Add to section 83-2.02C(1)(a):**

The exposed bolt threads on guardrail beyond the nut that are more than 0.5 inch must be cut off.

AA

**87 ELECTRICAL SYSTEMS**

**Replace section 87-20.03A with:**

Provide electrical and telecommunication services for temporary systems.

Provide power for the temporary electrical systems. Solar power is not allowed, and commercial power is not available.

AA

**DIVISION XI MATERIALS**

**96 GEOSYNTHETICS**

**Add to section 96-1.02B:**

Filter fabric for timber lagging must be Class A.