



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION

THOMAS M. FINLEY
Engineering Division Manager

June 10, 1986

APPROVED
BY THE CITY COUNCIL

JUN 10 1986

OFFICE OF THE
CITY CLERK

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Howe Avenue/La Riviera Drive Interchange Ramps (cc 9618) -
Project Approval and Bid Advertisement

SUMMARY

Plans and Specifications have been prepared for this project and project approval and authorization to advertise for competitive bids is recommended.

BACKGROUND

This project has been included as part of the Federal Highways Administration's Federal Aid Urban (FAU) program. This program provides for a federal grant of 86.22 percent of the total cost for the subject project. The City has entered into an agreement for this funding (Resolution 85-245). This project will provide for direct access to La Riviera Drive from northbound Howe Avenue and to Howe Avenue northbound from La Riviera Drive. Signalization of La Riviera Drive and the connector road will be provided. The engineer's estimate is \$274,000.

FINANCIAL

Sufficient funds are available for this project. The estimated total project cost, including all planning, design, and construction costs is \$375,000.00. The amount currently budgeted is \$450,000, with \$100,000 from Major Street Construction Funds and \$350,000 from Capital Grants. The amount currently available for the project is \$400,000 which will provide sufficient monies until the federal reimbursement is received.

City Council
 Howe Avenue/La Riviera Drive
 June 10, 1986
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RECOMMENDATION

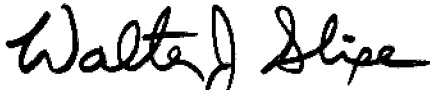
It is recommended that the plans and specifications be approved and that the City Clerk be authorized to advertise for bids to be received on July 8, 1986.

Respectfully submitted,



THOMAS M. FINLEY
 Engineering Division Manager

Recommendation Approved:



WALTER J. SLAPE
 City Manager

Approved:



MELVIN H. JOHNSON
 Director of Public Works

CH:jd
 GC605Cd6
 06.1086

June 10, 1986
 District No. 4

#41

City of Sacramento
Department of Public Works

SPECIAL PROVISIONS
NOTICE TO CONTRACTORS
PROPOSAL AND
CONTRACT

FOR CONSTRUCTION OF
HOWE AVENUE AND LA RIVIERA DRIVE
INTERCHANGE RAMPS

For use in Connection with State of California
Standard Specifications Dated July, 1984,
Standard Plans Dated July, 1984
General Prevailing Wage Rates Dated March, 1986,
and Labor Surcharge And Equipment Rental Rates.

City Contract No.: c c 9618

Federal Aid Project No.: FAU-M-MG-F034 (4)

State Contract No.: 03-SAC-0-CR

BIDS OPEN: July 8, 1986

APPROVED
BY THE CITY COUNCIL

JUN 10 1986

OFFICE OF THE
CITY CLERK

BIDDERS PLEASE NOTE

Fill in your name and mailing address if you want to receive
bid summary information on this project. Unless you do so,
bid summary information will not be sent to you.

THIS SHEET IS FOR INFORMATION PURPOSES AND
SHALL NOT BE CONSIDERED A PART OF THIS CONTRACT

This Federal-Aid Project includes goals for Disadvantage Business and Women Owned Business Enterprise participation. The bidder's attention is directed to Sections 2, "Proposal Requirements and Conditions", and 3, "Submission of Minority Business Enterprise Information, Award and Execution of Contract", of these Special Provisions.

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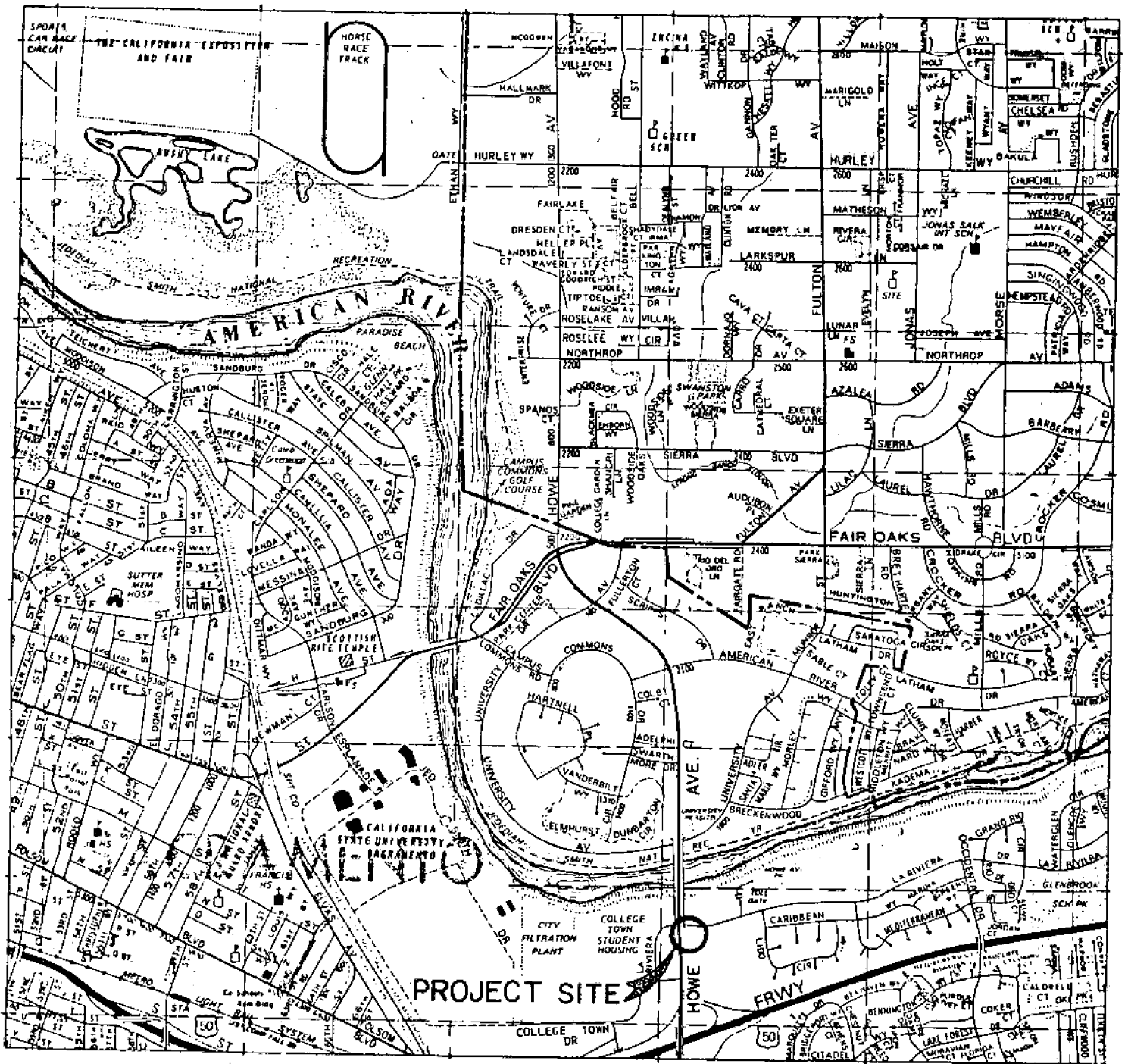
NOTICE TO CONTRACTORS

SPECIAL PROVISIONS

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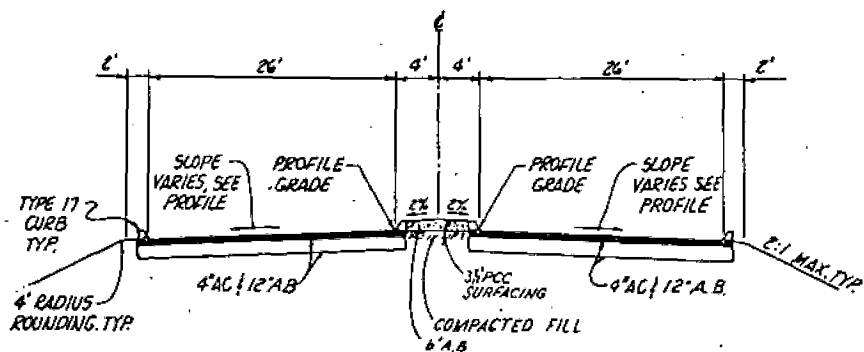
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LOCATION MAP

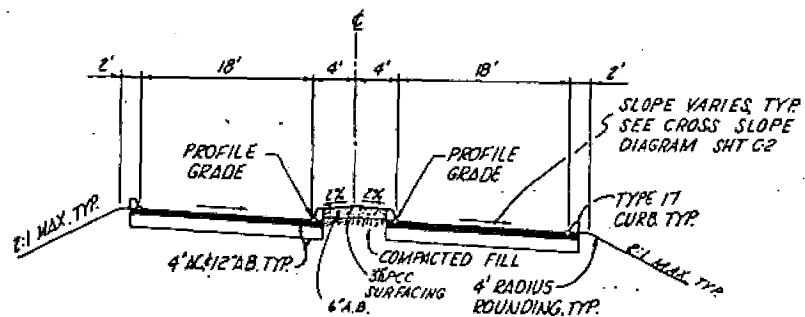
NOT TO SCALE



RAMP
TYPICAL SECTION

SCALE: 1" = 10'

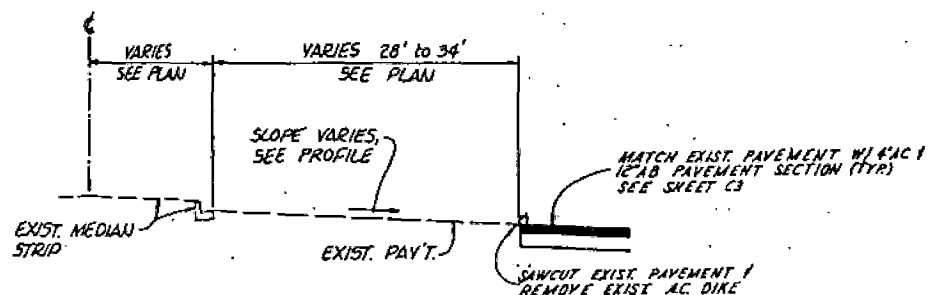
A
C3



RAMP
TYPICAL SECTION

SCALE: 1" = 10'

B
C3

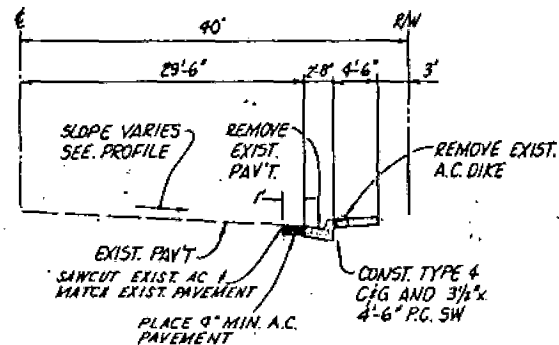


HOWE AVE.
TYPICAL SECTION

SCALE: 1" = 10'

STA. 6+87.2 TO 7+95.20 HOWE AVE.

D
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LA RIVIERA DR.
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SCALE: 1" = 10'

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CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

NOTICE TO CONTRACTORS

Sealed proposals will be received at the office of the City Clerk of the City of Sacramento, 915 I Street, Room 203, Sacramento, California 95814 until 10:30 A.M. on JULY 9, 1986, at which time they will be publicly opened and read aloud for construction in accordance with the project plans and specifications to which special reference is made, as follows:

Howe Avenue/La Riviera Drive Interchange Ramps. Constructed by grading and surfacing with asphaltic concrete over compacted fill.

This project has a goal of 10 percent disadvantaged business participation and a goal of 1 percent woman owned business enterprise participation.

The contractor shall possess either a class "A" License or a combination of a class C-8, C-10, C-12, C-27, C-36, C-45, and C-50 at the time this contract is awarded.

No pre-bid meeting is scheduled for this project.

Bids are required for the entire work described herein. This contract is subject to State contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Plans, specifications and proposal forms for bidding this project can only be obtained at the office of the City Clerk in the City of Sacramento, 915 I Street, Room 203, Sacramento, California 95814.

The successful bidder shall furnish a payment bond and a performance bond.

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

Minimum wage rates for this project as predetermined by the Secretary of Labor are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and prevailing wage rates determined by the Department of Industrial Relations for similar classifications of labor, the Contractor and his subcontractors shall pay not less than the higher wage rate.

Pursuant to Section 1773 of the Labor Code, the general prevailing rate of wages in the county in which the work is to be done has been determined by the Director of the Department of Industrial Relations. These wage rates appear in the Department of Transportation publication entitled General Prevailing Wage Rates, dated April 10, 1986. Future effective wage rates which have been predetermined and are on file with the Department of Industrial Relations are referenced but not printed in said publications.

CITY OF SACRAMENTO

DATED: _____

BY: _____

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS

SPECIAL PROVISIONS

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated July, 1984, and the Standard Plans dated July, 1984, of the Department of Transportation insofar as the same may apply and in accordance with the following special provisions.

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

Definitions and Terms

As used herein, unless the context otherwise requires, the following terms have the following meaning:

Department of Transportation. The City of Sacramento, Department of Public Works.

Director of Transportation. The City of Sacramento, Director of Public Works.

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

Laboratory. The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California located at 6002 Folsom Blvd., Sacramento, CA 95817 or laboratories authorized by the Engineer to test materials and work involved in the contract.

State. The City of Sacramento.

Transportation Building, Sacramento. City Hall, City of Sacramento, State of California.

State Highway Engineer. The Director of Public Works of the City of Sacramento, State of California.

Standard Specifications. Means the 1984 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office or officer shall be interpreted to refer to the City or its corresponding agency, office or officer, acting under this contract.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL.--The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which he must observe in the preparation of the proposal form and the submission of the bid.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the proposal annexed hereto.

2-1.02 DISADVANTAGED BUSINESS.--This project is subject to Part 23, Title 49, Code of Federal Regulations entitled "Participation by Minority Business Enterprise in Department of Transportation Programs." Portions of the Regulations, including portions of Subpart D which defines Disadvantaged Business (DB) and includes other provisions implementing Section 105(f) of the 1982 Surface Transportation Act, are set forth in Section 6-1.04, of these Special Provisions, and the Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business (DB) and Woman owned Business Enterprise (WBE) programs developed pursuant to the Regulations; particular attention is directed to the following matters:

(a) A DB or WBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;

(b) A DB or WBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, or vendor of material or supplies;

(c) A DB or WBE joint venture partner must be responsible for a clearly defined portion of the work to be performed in addition to satisfying requirements for ownership and control. The DB or WBE joint venturer must submit either Schedule B of the Regulations or California Department of Transportation Form CR5A, "Information For Determining Disadvantaged Business and Woman Owned Business Enterprise Joint Venture Eligibility";

(d) A DB or WBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;

(e) Credit for a DB or WBE vendor of materials or supplies is limited to 20% of the amount to be paid to the vendor for the material unless the vendor manufactures or substantially alters the goods;

(f) A DB or WBE must be a certified DB or WBE on the date bids for the project are opened before credit may be allowed toward the DB or WBE goal. The Department's DB and WBE Directory identifies DBs and WBEs which have been certified. Others may also qualify for certification but must be certified before bid opening. The DB and WBE directory may be obtained from the City of Sacramento, Department of Public Works, Labor Compliance Officer, Room 300, City Hall, 915 I Street, Sacramento, CA 95814 (phone 916-449-5524).

(g) Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for such breach.

(h) Bidders are encouraged to utilize services offered by banks owned and controlled by minorities or women.

2-1.03 DB AND WBE GOALS FOR THIS PROJECT.--The Department has established the following goals for disadvantaged businesses (DB) participation and for woman owned business enterprises (WBE) participation for this project:

Disadvantaged Business (DB)	<u>10</u> percent
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Woman owned Business Enterprises (WBE)	<u>1</u> percent
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It is the bidder's responsibility to make a sufficient portion of the work available to subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DB and WBE subcontractors and suppliers, so as to assure meeting the goals for DB and WBE participation.

SECTION 3. SUBMISSION OF DB AND WBE INFORMATION, AWARD, AND EXECUTION OF CONTRACT

3-1.01 GENERAL.--The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning submittal of DB and WBE information, award, and execution of contract.

It is the bidder's responsibility to meet the goals for DB and WBE participation or to provide information to establish that, prior to bidding, the bidder made good faith efforts to do so, as outlined in Appendix A "Guidance Concerning Good Faith Efforts" set forth in Section 6-1.04, "Participation by Minority Business Enterprises in Subcontracting," elsewhere in these Special Provisions.

It is agreed that the bidder's security furnished under the provisions of Section 2-1.07, "Proposal Guaranty," of the Standard Specifications shall also be security for the bidder's compliance with the DB and WBE information requirements in Section 3-1.01A, "DB and WBE Information" herein. It is further agreed that if the bidder fails to submit the required DB and WBE information by the times specified in said Section 3-1.01A, such failure shall be deemed to be a failure to execute the contract and shall be just cause for the forfeiture of the security of the bidder.

3-1.01A DB AND WBE INFORMATION.--The apparent successful bidder (low bidder) and the second low bidder shall submit DB and WBE information to the office at which bids were received no later than 2:00 P.M. on Friday of the week of the bid opening. Other bidders need not submit DB and WBE information unless requested to do so by the Department. When such request is made, the DB and WBE information of such bidder shall be submitted within five (5) days unless a later time is authorized by the Department.

The bidders DB and WBE information shall establish that the DB and WBE goals will be met or that a good faith effort to meet the goals has been made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DB and WBE goals, their submittal should also include their good faith efforts information along with their DB and WBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The information to show that the DB and WBE goals will be met shall include the names of DBs and WBEs to be used, with a complete description of work or supplies to be provided by each and the dollar value of each such DB and WBE transaction. (Note: DB and WBE subcontractors for signal and lighting items, if there are such items of work, must have been named in the bid - (See section entitled "Subcontracting" of these Special Provisions).

The information necessary to establish the bidder's good faith efforts to meet the DB and WBE goals should include:

(1) The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for DB and WBE participation for this project was placed by the bidder;

(2) The names and dates of notices of all certified DBs and WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBs or WBEs were interested.

(3) The items of work for which the bidder requested subbids or materials to be supplied by DBs and WBEs, the information furnished interested DBs and WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate DB or WBE participation. Where there are DBs or WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for DBs or WBEs to bid on.

(4) The names of DBs and WBEs who submitted bids for any of the work indicated in No. 3 above which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting a DB or WBE bid was price, give the price bid by the rejected DB or WBE and the price bid by the selected subcontractor or supplier. Since the utilization of available DBs and WBEs is expected, only significant price differences will be considered as cause for rejecting such DB or WBE bids.

(5) Assistance that the bidder has extended the DBs and WBEs identified in No. 4 above to remedy the deficiency in their subbids.

(6) Any additional data to support a demonstration of good faith effort, such as contacts with DB and WBE assistance agencies.

3-1.01B AWARD OF CONTRACT.--The award of contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goals for DB and WBE participation or has demonstrated, to the satisfaction of the Department, good faith effort to do so. Meeting the goals for DB and WBE participation or demonstrating, to the satisfaction of the Department, good faith efforts to do so is a condition for being eligible for award of contract.

SECTION 4. BEGINNING OF WORK; TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these Special Provisions.

In lieu of the requirements that the Contractor shall begin work within 15 days after approval of the contract, as provided in Section 8-1.03 of the Standard Specifications, the Contractor shall furnish the Engineer with a statement from the vendor that the order for the electrical materials required for this contract has been received and accepted by said vendor, and said statement shall be furnished within fifteen (15) days after the date of Notice to Proceed. Said statement shall give the date that the control equipment will be shipped.

The Contractor shall not perform any traffic signal work, exclusive of conduits or foundations, at the site of the project, until all electrical materials are delivered. The Contractor shall notify the Engineer, in writing, of the date that all electrical materials are received and shall begin work not more than fifteen (15) days after said date.

The Contractor shall diligently prosecute the work to completion before the expiration of

120 working days

from the date that all electrical materials are received but in no case shall the work be completed later than

180 working days

after the date of the Notice to Proceed.

The Contractor shall pay to the City the sum of \$100.00 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Pre-Construction Conference. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Engineer for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major sub-contractors.

SECTION 5-1. MISCELLANEOUS

5-1.01 PREVAILING WAGE.--Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications. The wage rates determined by the Director of Industrial Relations and published in the Department of Transportation publication entitled General Prevailing Wage Rates refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this contract, such wage rate shall apply to the balance of the contract.

5-1.02 LABOR NONDISCRIMINATION.--Attention is directed to the following Notice that is required by Chapter 5, Title 2, California Administrative Code:

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause," set forth herein, which is applicable to all nonexempt State contracts and

subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth herein. The Specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

NONDISCRIMINATION CLAUSE.--

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STATE CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS GOVERNMENT CODE, SECTION 12990) --

These specifications are applicable to all State contractors and subcontractors having construction contract or subcontract of \$5,000 or more.

5-1.03 ASSIGNMENT OF ANTITRUST ACTIONS.--The first sentence of the first paragraph in Section 7-1.01, "Assignment of Antitrust Actions," of the Standard Specifications is amended to read:

The Contractor's attention is directed to the following provisions of the Government Code Section 4551, 4553 and 4554 which shall be applicable to the Contractor and his subcontractors:

The following is added to said Section 7-1.01J:

If an awarding body or public purchasing body receives either through judgement or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

"Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action."

5-1.04 PUBLIC SAFETY.--In addition to any other measures taken by the Contractor pursuant to the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications, the Contractor shall install temporary railing (Type K) between any lane carrying public traffic and any excavation, obstacle, or storage area when the following conditions exists:

- (1) Excavations.--Any excavation the near edge of which is 12 feet or less from the edge of the lane, except;
 - (a) Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - (b) Excavations less than one foot deep.
 - (c) Trenches less than one foot wide for irrigation pipe or electrical conduit or excavations less than one foot in diameter.
 - (d) Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - (e) Excavations in side slopes, where the slope is steeper than 4:1.
 - (f) Excavations protected by existing barrier or railing.
- (2) Temporary Unprotected Permanent Obstacles.--Whenever the work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or whenever the Contractor, for his convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- (3) Storage Areas.--Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the specifications.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas the Contractor shall close the adjacent traffic lane unless otherwise provided in the specifications:

Approach Speed of
Public Traffic
(Posted Limit)
(Miles Per Hour)

Work Areas

Over 45

Within six feet (6') of a traffic lane.

35 to 45

Within three feet (3') of a traffic lane but not on a traffic lane.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than ten (10) feet without written approval from the Engineer. The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When work is not in progress on a trench or other excavation that required a lane closure, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

5-1.05 MANUAL OF TRAFFIC CONTROLS.--Section 1-1.265, "Manual of Traffic Controls," of the Standard Specifications is amended to read:

1-1.265 Manual of Traffic Controls.--The Department of Transportation publication entitled "MANUAL OF TRAFFIC CONTROLS for Construction and Maintenance Work Zones."

5-1.06 DB AND WBE RECORDS.--The Contractor shall maintain records of all subcontracts entered into with certified DB and WBE subcontractors and records of materials purchased from certified DB and WBE suppliers. Such records shall show the name and business address of each DB and WBE subcontractor or vendor and the total dollar amount actually paid each DB and WBE subcontractor or vendor.

Upon completion of the contract, a summary of these records shall be prepared on Form HC-43 and certified correct by the Contractor or his authorized representative, and shall be furnished to the Engineer.

5-1.07 PAYMENTS.--Attention is directed to Section 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these Special Provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of said contract item of work which will be recognized for progress payment purposes.

Clearing and Grubbing

\$12,000

After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for said item, will be included for payment in the first estimate made after acceptance of the contract.

5-1.08 PERFORMANCE OF DB AND WBE SUBCONTRACTORS AND SUPPLIERS.--The DBs and WBEs listed by the Contractor in response to the requirements in the section of these Special Provisions entitled "Submission of DB and WBE Information, Award, and Execution of Contract," which are determined by the Department to be certified DBs and WBEs, shall perform the work and supply the materials for which they are listed unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to utilize other forces or sources of materials may be requested for the following reasons:

- (1) The listed DB or WBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- (2) The listed DB or WBE becomes bankrupt or insolvent.
- (3) The listed DB or WBE fails or refuses to perform his subcontract or furnish the listed materials.
- (4) The listed DB or WBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- (5) The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- (6) It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DB or WBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING.--Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, Section 2, "Proposal Requirements and Conditions," Section 3, "Submission of DB and WBE Information, Award and Execution of Contract," elsewhere in these Special Provisions.

The requirement in the third paragraph of said Section 8-1.01 that the Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original contract price is not changed by the Federal Aid requirement in Section 6-1.05 of these Special Provisions that the Contractor perform not less than 30 percent of the original contract work with his own organization.

The DB and WBE information furnished under Section 301.01A, "DB and WBE Information," of these Special Provisions is in addition to the subcontractor information required to be furnished under said Section 8-1.01, "Subcontracting."

In accordance with the Federal MBE regulations Section 23.45(f)(2)
Part 23, Title 49 CFR;

- (1) No substitution of a DB or WBE subcontractor shall be made at any time without the written consent of the Department, and
- (2) If a DB or WBE subcontractor is unable to perform successfully and is to be replaced, the Contractor will be required to make good faith efforts to replace the original DB and WBE subcontractor with another DB or WBE subcontractor.
- (3) The requirement in Section 2-1.02, "Disadvantaged Business," of these Special Provisions that DBs and WBEs must be certified on the date bids are opened does not apply to DB or WBE substitutions after award of the contract.

The "Subletting and Subcontracting Fair Practices Act" (Government Code Section 4100-4113, inclusive) applies to the work covering street (or highway) lighting and traffic signals and requires subcontractors, if used for such work, to be listed in the prime Contractor's proposal; prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DB and WBE subcontractors after the opening of the proposals. Each bidder shall, with respect to the work covering street (or highway) lighting and traffic signals, list in his proposal:

A sheet for listing the subcontractors, as required by the Subletting and Subcontracting Fair Practices Act, is included in the proposal.

5-1.10 HIGHWAY CONSTRUCTION EQUIPMENT.--Attention is directed to Sections 7-1.01D, "Vehicle Code," and 7-1.02, "Weight Limitations," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the project and are open to public traffic, the Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14 and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve him or any person from the duty of exercising due care. The Contractor shall take all necessary precautions for safe operation of his equipment and the protection of the public from injury and damage from such equipment.

SECTION 5-2 -- MINIMUM WAGES

SCHEDULE OF WAGES

SUPERSEDEAS DECISION NUMBER: CA86-4

EFFECTIVE DATE: January 3, 1986

SUPERSEDES DECISION NUMBER: CA85-5036 dated September 20, 1985

This wage decision is applicable for all Building Construction; Heavy Construction (excluding TV/Grout Work and Water Well Drilling); and Highway Construction; Residential Construction within Sacramento County, California.

This decision does NOT include the installation of solar energy systems.

This wage decision also includes the following Modifications:

<u>MODIFICATION NUMBER</u>	<u>EFFECTIVE DATE</u>
1	January 31, 1986
2	February 21, 1986
3	March 7, 1986
4	March 21, 1986
5	April 11, 1986
6	April 25, 1986
7	May 2, 1986

***NOTE:** See Page 8 for Group Descriptions.

DECISION NO. CA86-4
Page 2

	Basic Hourly Rates	Fringe Benefits
ASBESTOS WORKERS	\$23.85	\$5.61
BOILERMAKERS	21.60	4.25
BOILERMAKERS - BLACKSMITH		
Storage tank erection	17.25	4.00
Storage Tank repair	16.05	4.00
BRICKLAYERS; STONEMASONS	16.53	2.82
BRICK TENDERS	13.80	3.46
CARPENTERS:		
Carpenters	18.58	6.445
Hardwood Floorlayers; Shinglers;		
Power Saw Operator; Steel		
Scaffold Erector and Steel Shoring		
Saw Filers	18.73	6.445
Millwrights	19.48	7.855
Piledriverman; Bridge, Wharf and		
Dock Builders	19.38	9.715
CEMENT MASONS:		
Cement Masons	16.91	6.18
Swing or Slip Form Scaffolds or		
Composition Masons	17.16	6.18
DIVERS:		
Divers	31.63	8.485
Diver Tender	20.38	8.485
Assistant Tender	19.38	8.485
DRYWALL INSTALLERS/LATHERS		
Drywall Installer/Lather	18.14	6.485
Drywall Stocker, Scraper,		
and Clean-up	9.07	3.335
ELECTRICIANS:		
Electrical contracts in excess of \$5 million		
Electricians	20.68	5.13 + 3%
Cable Splicers	22.75	5.13 + 3%
Tunnel Work	20.93	5.13 + 3%
Electrical contracts \$5 million or less		
Electricians	16.80	3.38 + 3%
Cable Splicers	18.48	3.38 + 3%
Tunnel Work	17.05	3.38 + 3%
Residential Electricians	12.50	3.30
Sound & Signal Technician	15.15	1.50

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	Basic Hourly Rates	Fringe Benefits
ELEVATOR CONSTRUCTORS:		
Mechanics	29.39	3.29 + a
Helpers	20.57	3.29 + a
Probationary Helper	14.695	0.0
a. Employer contributes 8% of basic hourly rate for over 5 years' service, and 6% of basic hourly rate for 6 months' to 5 years' service as Vacation Pay Credit. Six Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day		
GLAZIERS:		
Glaziers	\$15.75	\$6.44
Glaziers (Residential)	9.82	1.70
IRON WORKERS:		
Fence Erectors	18.01	8.93
Reinforcing, Ornamental, and Structural	18.90	8.93
LINE CONSTRUCTION:		
Groundmen	16.54	5.00 + 3.5%
Equipment Operators	18.61	5.00 + 3.5%
Linemen	20.68	5.00 + 3.5%
Cable Splicers	22.75	5.00 + 3.5%
MARBLE SETTERS		
MARBLE FINISHERS		
	13.92	3.67
PAINTERS:		
Brush and Paperhangers	14.66	6.23
Spray	15.66	6.23
Tapers (paint)	20.83	6.23
PARKING LOT STRIPING WORK and/or HIGHWAY MARKERS:		
Traffic Delineating Device		
Applicator	14.83	2.00 + b
Sandblaster; Striper;		
Wheel Stop Installer	14.30	2.00 + b
Slurry Seal Operation:		
Mixer Operator	13.95	2.00 + b
Applicator Operator; Shuttleman;		
Squeegeeman	12.37	2.00 + b
Compactor; Topman; Traffic Control;		
Serviceman; Spreaderman	10.39	2.00 + b
Traffic Surface Protective		
Coating Applicator	14.48	2.00 + b

b. Employer contributes \$.80 per hour to Vacation Fund for the first year of employment; 1 year but less than 5 years \$1.13 per hour to Vacation Fund; 5 years but less than 10 years \$1.48 per hour to Vacation Fund; over 10 years \$1.83 per hour to Vacation Fund

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Page 4

	Basic Hourly Rates	Fringe Benefits
PLASTERERS	17.36	6.35
PLUMBERS; STEAMFITTERS	19.72	6.71
ROOFERS:		
Roofers (slate, tile and composition)	14.90	7.64
Enameler and Pitch	17.65	7.64
SHEET METAL WORKER	\$18.37	\$5.06 + 12%
SOFT FLOOR LAYERS	16.01	3.00
SPRINKLER FITTERS	21.87	3.23
TERRAZZO FINISHERS:		
Terrazzo Finishers	16.02	3.95
Base Machine Operator	16.72	3.95
TILE FINISHER	13.00	1.65
TILE SETTERS	22.00	4.23
LABORERS:		
Group 1	15.31	5.36
Group 1-a	15.535	5.36
Group 1-b	*	5.36
Group 1-c	15.36	5.36
Group 1-d	15.56	5.36
Group 1-e	15.86	5.36
Group 1-f	15.895	5.36
Group 2	15.16	5.36
Group 3	15.06	5.36
Group 4	9.75	5.36
* See Group 1-b under the group descriptions.		
Tunnel and Shaft Laborers		
Group 1	19.53	5.36
Group 2	19.05	5.36
Group 3	18.78	5.36
Group 4	18.60	5.36
Gunite Laborers		
Group 1	15.77	5.36
Group 2	15.18	5.36
Group 3	15.06	5.36
Wrecking Work:		
Group 1	15.31	5.36
Group 2	15.16	5.36
Group 3	15.06	5.36

Basic
Hourly
Rates

Fringe
Benefits

Work on single family homes
and apartments not
exceeding 2 stories

Group 1	9.75	5.36
Group 2	11.75	5.36
Hod Carriers	12.75	5.36

POWER EQUIPMENT OPERATORS:

Group 1	\$15.54	\$9.60
Group 1-A	11.76	9.60
Group 2	16.09	9.60
Group 3	16.42	9.60
Group 4	17.27	9.60
Group 5	17.60	9.60
Group 6	17.83	9.60
Group 7	18.08	9.60
Group 8	18.76	9.60
Group 9	19.10	9.60
Group 10	19.45	9.60
Group 10-A	19.64	9.60
Group 11	19.91	9.60
Group 11-A	21.71	9.60
Group 11-B	22.14	9.60
Group 11-C	22.65	9.60

<u>AREA 1</u>	<u>AREA 2</u>	<u>AREA 3</u>	
Basic Hourly Rates	Basic Hourly Rates	Basic Hourly Rates	Fringe Benefits

Clamshell and Dipper Dredging; Hydraulic Suction Dredging

Group 1	\$15.79	\$17.26	\$17.69	\$9.41
Group 2	17.28	18.75	19.18	9.41
Group 3				
Clamshell and Dipper Dredging (New Construction)	18.78	20.24	20.67	9.41
All other Clamshell and Dipper Dredging, and Hydraulic Suction Dredging	18.33	19.79	20.22	9.41
Group 4				
Clamshell and Dipper Dredging (New Construction)	21.72	23.19	23.62	9.41
All other Clamshell and Dipper Dredging, and Hydraulic Suction Dredging	19.94	21.41	21.84	9.41
Group 5	24.84	25.98	26.41	9.41

AREA DEFINITIONS

Two Centers designated: City Halls of Sacramento and Stockton, California

Area 1: Up to 20 road miles from said Centers.

Area 2: More than 20 road miles to and including 30 road miles from said Centers.

Area 3: Outside of 30 road miles from said Centers

PILED RIVING:

Group 1	\$15.61	\$9.60
Group 1A	16.16	9.60
Group 1B	16.47	9.60
Group 2A	16.47	9.60
Group 2B	17.33	9.60
Group 2C	17.67	9.60
Group 2D	17.91	9.60
Group 3	18.14	9.60
Group 3A	18.83	9.60
Group 4	19.70	9.60
Group 5	19.98	9.60
Group 6	21.77	9.60

STEEL ERECTION:

Group 1	16.36	9.60
Group 2	16.94	9.60
Group 3	18.58	9.60
Group 4	18.79	9.60
Group 4A	19.30	9.60
Group 5	20.09	9.60
Group 6	20.77	9.60
Group 7	21.25	9.60
Group 8	21.71	9.60
Group 9	23.37	9.60

Basic
Hourly
Rates

Fringe
Benefits

TRUCK DRIVERS

Group 1	\$16.80	\$7.04
Group 2	16.88	7.04
Group 3	16.90	7.04
Group 4	16.91	7.04
Group 5	16.92	7.04
Group 6	16.93	7.04
Group 7	16.95	7.04
Group 8	16.97	7.04
Group 9	16.98	7.04
Group 10	17.00	7.04
Group 11	17.01	7.04
Group 12	17.05	7.04
Group 13	17.06	7.04
Group 14	17.07	7.04
Group 15	17.10	7.04
Group 16	17.11	7.04
Group 17	17.12	7.04
Group 18	17.14	7.04
Group 19	17.15	7.04
Group 20	17.16	7.04
Group 21	17.21	7.04
Group 22	17.24	7.04
Group 23	17.25	7.04
Group 24	17.34	7.04
Group 25	17.35	7.04
Group 26	17.35	7.04
Group 27	17.38	7.04
Group 28	17.40	7.04
Group 29	17.44	7.04
Group 30	17.45	7.04
Group 31	17.48	7.04
Group 32	17.54	7.04
Group 33	17.47	7.04
Group 34	17.69	7.04
Group 35	17.79	7.04
Group 36	17.84	7.04
Group 37	17.99	7.04
Group 38	18.14	7.04

WELDERS -- Receive rate of pay prescribed for craft performing operation to which welding is incidental.

Group Descriptions

LABORERS

Group 1: Asphalt Ironers and Rakers; Asphalt Spreader Boxes (all types); Barko, Wacker and Similar type Tampers; Buggymobile; Chainsaw, Faller, Logloader and Bucker; Compactors of all types; Concrete and Magnesite Mixer, 1/2 yard and under; Concrete Pan Work; Concrete Saw; Concrete Sander; Cribber and/or Shoring; Cut Granite Curb Setter; Form Raisers; Slip Forms; Green Cutters; Headerboardmen, Hubsetters, Aligners; Jackhammer Operators; Jacking of Pipe over 12 inches; Jackson and similar type Compactors; Kettlemen, Potmen and Men applying asphalt, lay-kold, creosote, lime, caustic and similar type materials; Lagging, Sheeting, Whaling, Bracing, Trenchjacking, hand-guided Lagging Hammer; Magnesite, Epoxyresin, Fiberglass, Mastic Workers (wet or dry); Perma Curbs; Precast-manhole Setters; Cast-in-place Manhole Form Setters; Pressure Pipe Tester; Pavement Breakers and Spaders, including Tool Grinder; Pipelayers, Caulkers, Banders, Pipewrappers, Conduit Layers, Plastic Pipelayers; Post Hole Diggers, air, gas, and electric; Power Broom Sweepers; Power Tampers of all types (except as shown in Group 2); Ram Set Gun and Stud Gun; Riprap-stonepaver and Rock-slinger, including placing of sacked concrete and/or sand (wet or dry); Rotary Scarifier, Multiple Head Concrete Chipper; Davis Trencher, 300 or similar type (and all small Trenchers); Roto and Ditch Witch; Roto-tiller; Sandblasters, Potmen, Gunman, Nozzleman; Signalling and Rigging; Tank Cleaners; Tree Climbers; Vibrascreed, Bull Float in connection with Laborer's work; Vibrators; Dri-pak-it Machine; High Pressure Blow Pipe (1 1/2" or over, 100 lbs. pressure and over); Hydro Seeder and similar type; Laser Beam in connection with Laborer's work.

Group 1(a): Joy Drill Model TWM-2A; Gardner-Denver Model DH143 and similar type drills; Track Drillers; Jack Leg Drillers; Diamond Drillers; Wagon Drillers; Mechanical Drillers, all types regardless of type or method of power; Multiple Unit Drills; Blasters and Powdermen; all work or loading, placing and blasting of all power and explosives of whatever type regardless of method used for such loading and placing; High Scalars (including drilling of same); Tree Topper; Bit Grinder.

Group 1(b): Sewer Cleaners receive an additional \$4.00 per day, \$5.00 per day on recently active large diameter sewers or sewer manholes.

Group 1(c): Burning and Welding in connection with Laborer's work.

Group 1(d): Repair Trackmen and Road Beds (cut and cover work of subway after the temporary cover has been placed).

Group 1(e): Laborers on general construction work on or in Bell Hole Footings and Shaft.

Group 1(f): Wire Winding Machine in Connection with Guniting or Shotcrete - Aligner.

Group 2: Asphalt Shovelers; Cement Dumpers and handling dry cement or gypsum; Choke-setter and Digger (clearing work); Concrete Bucket Dumper and Chuteman; Concrete Chipping and Grinding; Concrete Laborers (wet or dry); Chuck Tender; High Pressure Nozzlemans, Adductors; Groutcrew; Hydraulic Monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing Shredders; Sloper, Singlefoot, hand held, Pneumatic Tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1(f); Jacking of Pipe under 12 inches.

Group 3: All Cleanup work of debris, grounds and buildings including but not limited to street cleaners; Cleaning and washing windows; Construction Laborers including Bridge and General Laborers; Dumpman; Load Spotter; Fire Watcher; Street Cleaners; Gardeners, Horticultural and Landscape Laborers; Jetting; Limbers; Brush Loaders; Pilers, Maintenance, Repair Trackmen and Road beds; Streetcar and Railroad Construction Track Laborers; Temporary air and water lines, Victaulic or similar; Tool Room Attendant; Fence Erectors; Guardrail Erectors; Pavement Markers (button setters).

Group 4: Brick Cleaners (jobsite only); Lumber Cleaners (jobsite only); Landscape maintenance (such as gardener, horticulture, mowing, trimming, replanting, watering) (jobsite only).

TUNNEL AND SHAFT WORK

Group 1: Diamond Driller; Groundman; Gunite and Shotcrete Nozzlemen; Rodmen; Shaft Work at Raise (below actual or excavated ground level).

Group 2: Bit Grinder; Blaster; Drillers; Powerman-heading; Cherry Pickerman - where car is lifted; Concrete Finisher in Tunnel; Concrete Screed Man; Grout Pumpman and Potman; Gunite and Shotcrete Gunmen and Potmen; Headermen; High Pressure Nozzlemans; Miners - Tunnel, including Top and Bottom Man on Shaft and Raise Work; Nipper Nozzlemans on slick line; Sandblaster-Potman (work assignment interchangeable); Steel Form Raisers and Setters; Timberman, Retimberman - wood or steel or substitute materials therefore; Tugger.

Group 3: Cabletender; Chucktender; Powderman - Primer House; Vibratormen, Pavement Breakers.

Group 4: Bull Gang - Muckers, Trackmen; Concrete Crew - includes rodding and spreading; Dumpmen (any method); Grout Crew Reboundmen; Swamper.

GUNNITE

Group 1: Nozzlemans (including Gunman, Potman); Groundman.

Group 2: Reboundman.

Group 3: General Laborers.

WRECKING WORK

Group 1: Skilled Wrecker (removing and salvaging of sash, windows, doors, plumbing and electric fixtures).

Group 2: Semi-skilled Wrecker (salvaging of other building materials).

Group 3: General Laborer (includes all cleanup work, loading lumber, loading and burning of debris).

WORK ON SINGLE FAMILY HOMES AND APARTMENTS NOT EXCEEDING 2 STORIES

Group 1: All clean-up work of debris, grounds and buildings including but not limited to street cleaners, including distribution of materials; cleaning and washing of windows; gardeners; landscape and horticultural labors

Group 2: Concrete workers (wet or dry), operation of all pneumatic, air, gas and electric tools

POWER EQUIPMENT OPERATORS

Group 1: Assistants to Engineers (Brakeman; Fireman; Heavy Duty Repairman Tender; Oiler; Deckhand; Signalman; Switchman; Tar Pot Fireman); Partsman (heavy duty repair shop parts room).

Group 1-A: Landscape Irrigation Trenchers, Davis Trencher (300 or similar and all small tractors including all trenching equipment with seats) capacity up to 3 ft. in depth.

Group 2: Compressor Operator; Concrete Mixer (up to and including 1 yard); Conveyor Belt Operator (tunnel); Fireman Hot Plant; Hydraulic; Monitor; Mechanical Conveyor (handling building materials); Mixer Box screeds); Tar Pot Fireman (power agitated).

Group 3: Box Operator (bunker); Helicopter Radioman (Signalman); Motorman; Locomotive (30 tons or under); Oiler; Ross Carrier (construction job site); Rotomist Operator; Screedman (except asphaltic concrete paving); Self-propelled, automatically applied concrete curing machine (on streets, highways, airports and canals); Trenching Machine (maximum digging capacity 5 ft. depth); Tugger Hoist, single drum; Truck Crane Oiler; Boiler Tender.

Group 4: Ballast Jack Tamper; Ballast Regulation; Ballast Tamper Multipurpose; Boxman (asphalt plant); Elevator Operator (inside); Fork Lift or Lumber Stacker (construction job site); Line Master; Material Hoist (1 drum); Shuttlecar; Tie Spacer; Towermobile.

Group 5: Compressor Operator (over 2); Concrete Mixers (over 1 yard); Concrete Pumps of Pumpcrete Guns; Generators; Grouting Machine; Pressweld (air operated); Pumps (over 1); Welding Machines (powered other than by electricity).

Group 6: BLH Lima Road Pactor or similar; Boom Truck or Dual Purpose A-Frame Truck; Concrete Batch Plants (wet or dry); Concrete Saws (self-propelled unit) on streets, highways, airports and canals; Drilling and Boring Machinery, vertical and horizontal (not to apply to Waterliners, Wagon Drills or Jackhammers); Gradesetter, Grade Checker (mechanical or otherwise); Highline Cableway Signalman; Locomotives (steam of over 30 tons); Maginnis Internal Full Slab Vibrator (on airports, highways, canals and warehouses); Mechanical Finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical Burm, Curb and/or Curb and Gutter Machine, concrete or asphalt; Portable Crushers; Post Driver (M-1500 and similar); Power Jumbo Operator (setting slip forms, etc. in tunnels); Roller (except asphalt; Screedman (Barber-Greene and similar) (asphaltic concrete paving); Self-propelled Compactor (single engine); Self-propelled Pipeline Wrapping Machine, Perault, CRC, or similar types; Slip Forms Pumps (lifting device for concrete forms); Small Rubber Tired Tractor; Surface Heater; Self-propelled Power Sweeper; Self-propelled Tape Machine; Auger-type drilling equipment, up to and including 30 ft. depth digging capacity M.R.C.

Group 7: Concrete Conveyor or Concrete Pump, Truck or equipment mounted (boom length to apply); Concrete Conveyor, building site; Deck Engineers; Dual Drum Mixer; Fullet Kenyon Pump and similar types; Gantry Rider (or similar); Hydra-hammer (or similar); Material Hoist (2 or more drums); Mechanical Finishers or Spreader Machine (asphalt, Barber-Greene and similar); Mine or Shaft Hoist; Mixermobile; Pavement Breaker with or without Compressor Combination; Pipe Bending Machine (pipelines only); Pipe Cleaning Machine (tractor propelled and supported); Pipe Wrapping Machine (tractor propelled and supported); Refrigeration Plant; Roller Operator (finish asphalt); Self-propelled boom type lifting device (center mount) (10 tons or less M.R.C.); Self-propelled Elevating Grader Plane; Slusher Operator; Small Tractor (with boom); Soil Tester; Truck type Loader; Welding Machines (gasoline or diesel).

Group 8: Armor-Coater (or similar); Asphalt Plant Engineer; Cast-in-place Pipe Laying Machine; Combination Slusher and Motor Operator; Concrete Batch Plant (multiple units); Dozer; Heading Shield Operator; Heavy Duty Repairman and/or Welders; Ken Seal Machine (or similar); Kolman Loader; Loader (up to 2 yds.); Mechanical Trench Shield; Portable Crushing and Screening Plants; Push Cat; Rubber Tired Earth-moving Equipment (up to and including 45 cu. yds. "struck" M.R.C.) (Euclids, T-Pulls, DW-10, 20, 21, and similar); Rubber Tired Dozer; Self-propelled Compactor with Dozer; Sheepfoot; Timber Skidder (rubber tired or similar equipment); Tractor drawn Scraper; Tractor; Trenching Machine; Tri-batch Paver; Tunnel Mole Boring Machine; Welder; Woods-mixer (and other similar Pugmill equipment).

Group 9: Canal Finger Drain Digger; Chicago Boom; Combination Mixer and Compressor (Gunitite); Combination Slurry Mixer and/or Cleaner; Highline Cableway (5 tons and under); Lull Hi-lift or similar (20 ft. or over); Mucking Machine (rubber tired, rail or track type); Tractor (with boom) (D-6 or larger and similar).

Group 10: Boom-type Backfilling Machine; Bridge Crane; Carry-lift (or similar); Chemical Grouting Machine, truck mounted; Combination Backhoe and Loader (up to and including 1/2 cu. yd. M.R.C.); Derrick (2 operators required when swing engine remote from Hoist); Derrick Barges (except excavation work); Do-mor Loader; Adams Elegrader; Elevating Grader; Heavy Duty Rotary Drill Rig (including Caisson Foundation work and Euclid Loader and similar type; Robbins type drills; Koehring Skooper (or similar); Lift Slab Machine; (Vagtborg and similar types); Loader (2 yds. up to and including 4 yds.); Locomotive, 100 tons (single or multiple units); Multiple Engine Earthmoving Machine (Euclids, Dozers, etc.) (no tandem Scraper); Pre-stress Wire Wrapping Machine; Reservoir-debris Tug (self-propelled floating); Rubber-tired Scraper, Self-loading (paddle wheels, etc.); Shuttle Car (reclaim station); Single engine Scraper over 45 yds.; Soil Stabilizer (P & H or equal); Sub-grader (Gurrier or other automatic type); Tractor, Compressor Drill Combination; Track Laying type Earth Moving Machine (single engine with Tandem Scrapers); Train Loading Station; Trenching Machine, multi-engine with sloping attachment, Jeffco or similar; Vacuum Cooling Plant; Whirley Crane (up to and including 25 tons).

Group 10-A: Backhoe (Hydraulic) (up to and including 1 cu. yd. M.R.C.); Backhoe (cable) (up to and including 1 cu. yd. M.R.C.); Combination Backhoe and Loader (over 3/4 cu. yd. M.R.C.); Continuous Flight Tie Back Auger (Crane attached/separate controls); Cranes not over 25 tons, Hammerhead and Gantry; Gradalls (up to and including 1 cu. yd.); Power Blade Operator (single engine); Power Shovels, Clamshells, Draglines (up to and including 1 cu. yd. M.R.C.)(Long Boom Pay); Rubber-tired Scraper, self-loading (Paddle Wheel, twin engine); Self-propelled Boom-type lifting device (center mount)(over 10 tons up to and including 25 tons); CMI Dual Lane Auto Grader SP-30 or similar.

Group 11: Automatic Concrete Slip-form Paver (Gradesetter, Screedman); Automatic Railroad Car Dumper; Canal Trimmer with ditching attachments; Cary Lift, Campbell or similar, Continuous Flight Tie Back Auger (Crane attached, single controls); Cranes (over 25 tons up to and including 125 tons); Drott Travelift 650-A-1 or similar (45 ton or over); Euclid Loader when controlled from the Pullcat; Highline Cableway (over 5 tons); Loader (over 4 cu. yds., up to and including 12 cu. yds.); Miller Formless M-900 Slope Paver or similar (Grade Setter required); Multiple Engine Scraper (when used as Push Pull); Power Blade Operator (multi-engine); Power Shovels, Clamshells, Draglines, Backhoes, Gradalls (over 1 cu. yd. and up to and including 7 cu. yds. M.R.C., Long Boom Pay); Rubber-tired Earthmoving Machines (multiple propulsion power units and two or more Scrapers) (up to and including 75 cu. yds. Struck M.R.C.); Self-propelled Compactor Boom-type lifting device (center mount) (over 25 tons M.R.C.); Single engine Rubber-tired Earthmoving Machines (with Tandem Scrapers); Slipform Paver (concrete or asphalt) (Screedman required); Trencher (pulling attached shield); Tower Cranes, Universal Liebherr and similar types (in the erection, dismantling and moving of equipment); Wheel Excavator (up to and including 750 cu. yds. per hour); Whirley Crane (over 25 tons); Multi-earthmoving Equipment (up to and including 75 cu. yds. "struck" M.R.C.); Truck mounted Hydraulic Crane when remote control equipped (over 10 tons up to and including 25 tons).

Group 11-A: Band Wagons (in conjunction with wheel excavator); Cranes (over 125 tons); Loader (over 12 cu. yds., up to and including 18 cu. yds.); Power Shovels, Clamshells, Backhoes, Gradalls, and Draglines (over 7 cu. yds. M.R.C.); Rubber-tired Multi-purpose Earth Moving Machines (2 units over 75 cu. yds. "struck" M.R.C.); Wheel Excavator (over 750 cu. yds. per hour).

Group 11-B: Loader (over 18 yards).

Group 11-C: Operator of Helicopter (when used in erection work); Remote controlled Earthmoving equipment.

CLAMSHELL AND DIPPER DREDGING; AND HYDRAULIC SUCTION DREDGING

Group 1: Bargeman; Deckhand; Fireman; Leveehand; Oiler.

Group 2: Winchman (Stern Winch on Dredge).

Group 3: Booster Pump Operator; Deck Engineer; Deckmate; Welder and/or mechanic on new construction; Watch Engineer; Welder.

Group 4: Leverman; Clamshell Operator (up to and including 7 cu. yds. m.r.c.) (Long Boom Pay); Clamshell Operator (over 7 cu. yds. m.r.c.) (Long Boom Pay) (On new construction only).

Group 5: Chief Engineer

PILEDIVING

Group 1: Assistant to Engineer (Fireman, Oiler, Deckhand).

Group 1A: Compressor Operator.

Group 1B: Assistant to Engineer (Truck Crane Oiler)

Group 2A: Tugger Hoist Operator (hoisting material only).

Group 2B: Forklift Operator.

Group 2C: Compressor Operator (over 2); Generators; Pumps (over 4); Welding Machines (powered by other than electricity).

Group 2D: A-Frames.

Group 3: Deck Engineer (Deck Engineer Operator required when deck engine is used); Self-propelled Boom-type lifting device (center mount) (10 ton capacity or less M.R.C.).

Group 3A: Heavy Duty Repairman and/or Welder.

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Group 4: Operating Engineer in lieu of Assistant to Engineer tending boiler or compressor attached to Crane Piledriver; Operator of Piledriving Rigs, Skid or Floating and Derrick Barges (Assistant to Engineer required); Operator of diesel or gasoline power Crane Piledriver (without boiler) up to and including 1 cu. yd. rating (Assistant to Engineer required); Self-propelled Boom-type lifting device (center mount) (over 10 tons up to and including 25 tons); Truck Crane Operator (up to and including 25 tons) (hoisting material only) (Assistant to Engineer required).

Group 5: Operator of diesel or gasoline powered Crane Piledriver (with boiler) over 1 cu. yd. rating (Assistant to Engineer required); Operator of Crane (with steam, flash boiler, pump or compressor attached) (Group 4 Engineer required); Operator of steam powered Crawler or Universal type Driver (Raymond or similar) (Assistant to Engineer required) Truck Crane Operator (over 25 tons) (hoisting material or performing Piledriving work) (Assistant to Engineer required); Self-propelled Boom-type lifting device (center mount) (over 25 tons) (Assistant to Engineer required).

Group 6: Cranes (over 125 tons) (Assistant to Engineer required).

STEEL ERECTION

Group 1: Assistant to Engineer (Oiler).

Group 2: Compressor Operator, Generator, gasoline or diesel driven (100 K.W. or over) (structural steel or tank construction only).

Group 3: Compressors, Generators and/or Welding Machines or combination (2 to 6) (Over 6 additional Engineers required) (structural steel or tank erection only).

Group 4: Heavy Duty Repairman, Tractor Operator.

Group 4A: Combination Heavy Duty Repairman and/or Welder.

Group 5: Boom Truck or Dual Purpose A-Frame Truck; Boom Cat; Chicago Boom; Crawler Cranes and Truck Cranes (15 tons M.R.C. or less) (Assistant to Engineer required); Self-propelled Boom type lifting device (center mount) (10 ton capacity or less M.R.C.); Single drum Hoist; Tugger Hoist.

Group 6: Cary Lift, Campbell or similar; Crawler Cranes and Truck Cranes (over 15 tons M.R.C.) (Assistant to Engineer required); Derricks (2 Operators when swing engine remote from hoist); Gantry Rider (or similar equipment); Highline Cableway (Signalman required); Self-propelled Boom-type lifting device (center mount) (over 10 tons up to and including 25 tons); Tower Cranes Mobile including rail mounted (Assistant to Engineer required); Tower Cranes, Universal Liebherr and similar types (in the erection, dismantling and moving of equipment there shall be an additional Operating Engineer).

Group 7: Self-propelled Boom-type lifting device (center mount) (over 25 tons) (Assistant to Engineer required).

Group 8: Cranes (over 125 tons) (Assistant to Engineer required).

Group 9: Helicopter Operator.

TRUCK DRIVERS

Group 1: Bulk Cement Spreader (w/wo Auger, under 4 yds. water level); Bus or Manhaul Driver; Concrete Pump Machine; Concrete Pump Truck (when Flat Truck is used appropriate Flat Rack rate shall apply); Dump (under 4 yds. water level); Dumpcrete Truck (under 4 yds. water level); Dumpster (under 4 yds. water level); Escort or Pilot Car Driver; Nipper Truck (when Flat Rack Truck is used appropriate Flat Rack rate shall apply); Pickups; Skids (Debris Box, under 4 yds. water level); Team Drivers; Trucks (Dry Pre-batch Concrete Mix, under 4 yds. water level); Warehousemen.

Group 2: Teamster Oiler and/or Greaser and/or Service Man.

Group 3: Bulk Cement Spreader (w/wo Auger, 4 yd. and under 6 yds. water level); Dump (4 yds. and under 6 yds. water level); Dumpcrete (4 yds. and under 6 yds. water level); Dumpster (4 yds. and under 6 yds. water level); Skids (Debris Box, 4 yds. and under 6 yds. water level); Single Unit Flat Rack (2 axle unit); Industrial Lift Truck (mechanical Tailgate); Trucks (Dry Pre-batch Concrete Mix, 4 yds. and under 6 yds. water level).

Group 4: Jetting Truck and Water Truck (under 2,500 gallons).

Group 5: Road oil Trucks or Boot Man.

Group 6: Lift Jitneys, Fork Lift.

Group 7: Transit Mix, Agitator (under 6 yds.).

Group 8: Fuel and/or Grease Truck Driver or Fuelman.

Group 9: Vacuum Truck, under 3,500 gallons.

Group 10: Scissor Truck; Single unit Flat Rack (2 axle unit); Industrial Lift Truck (mechanical tailgate); Small rubber tired tractor (when used within Teamsters' jurisdiction).

Group 11: Jetting Truck and Water Truck with Hoist; Transit Mix Agitator (6 yds. and under 8 yds.).

Group 12: Combination Winch Truck with Hoist; Transit Mix Agitator (6 yds. and under 8 yds.).

Group 13: Vacuum Truck, 3,500 gallons and under 5,500 gallons.

Group 14: Rubber-tired Muck Car (not self-loaded).

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Group 15: Bulk Cement Spreader (w/wo Auger, 6 yds. and under 8 yds. water level); Dump (6 yds. and under 8 yds. water level); Dumpcrete (6 yds. and under 8 yds. water level); Dumpster (6 yds. and under 8 yds. water level); Skids (Debris Box, 6 yds. and under 8 yds. water level); Trucks (Dry Pre-batch Concrete Mix, 6 yds. and under 8 yds. water level).

Group 16: A-Frame, Winch Truck; Buggymobile; Jetting and Water Truck (4,000 gallons and under 5,000 gallons); Rubber tired Jumbo.

Group 17: Heavy Duty Transport (high bed).

Group 18: Ross Hyster and similar Straddle Carrier.

Group 19: Transit Mix Agitator (8 yds. through 10 yds.).

Group 20: Vacuum Truck (5,500 gallons and under 7,500 gallons).

Group 21: Jetting Truck and Water Truck (5,000 gallons and under 7,000 gallons).

Group 22: Combination Bootman and Road Oiler.

Group 23: Transit Mix Agitator (over 10 yds. through 12 yds.).

Group 24: Bulk Cement Spreader (w/wo Auger, 8 yds. and including 12 yds. water level); Dump (8 yds. and including 12 yds. water level); Dumpcrete (8 yds. and including 12 yds. water level); Self-propelled Street Sweeper with self-contained refuse bin; Skids (Debris Box, 8 yds. and including 12 yds. water level); Snow Go and/or Snow Plow; Truck (Dry Pre-batch Concrete Mix, 8 yds. and including 12 yds. water level).

Group 25: Heavy Duty Transport (Gooseneck Lowbed).

Group 26: Transit Mix Agitator (over 12 yds. through 17 yds.).

Group 27: Ammonia Nitrate Distributor Driver and Mixer; Bulk Cement Spreader (w/wo Auger, over 12 yds. and including 18 yds. water level); Dump (over 12 yds., and including 18 yds. water level); Dumpcrete over 12 yds. and including 18 yds. water level); Truck (Dry Pre-batch Concrete Mix, over 12 yds. and including 18 yds. and including 18 yds. water level).

Group 28: Double Gooseneck (7 or more axles); Heavy Duty Transport Tiller Man.

Group 29: P.B. or similar type self-loading Truck.

Group 30: Transit Mix Agitator (over 14 yds. through 16 yds.).

Group 31: Bulk Cement Spreader (w/wo Auger, over 18 yds. and including 24 yds. water level); Combination Dump and Dump Trailer; Dump (over 18 yds. and including 24 yds. water level); Dumpcrete (over 18 yds. and including 24 yds. water level); Dumpster (over 18 yds. and including 24 yds. water level); Skid (Debris Box, over 18 yds. and including 24 yds. water level); Skid (Debris Box, over 18 yds. and including 24 yds. water level); Transit Mix Agitator (over 12 yds. through 16 yds.); Trucks (Dry Pre-batch Concrete Mix, over 18 yds. and including 24 yds. water level).

Group 32: Bulk Cement Spreader (w/wo Auger, over 24 yds. and including 35 yds. water level); Dump (over 24 yds. and including 35 yds. water level); Dump (over 24 yds. and including 35 yds. water level); DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling Fuel and/or Grease Tank Trailers or other misc. Trailers; Skids (Debris Box, over 24 yds. and including 35 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 24 yds. and including 35 yds. water level).

Group 33: Truck Repairman.

Group 34: Bulk Cement Spreader (w/wo Auger, over 35 yds. and including 50 yds. water level); Dump (over 35 yds. and including 40 yds. water level); Dumpcrete (over 35 yds. and including 50 yds. water level); Dumpster (over 35 yds. and including 50 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 35 yds. and including 50 yds. water level).

Group 35: DW 10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTournapulls, Tournarocker, Euclid and similar type equipment when pulling Aqua/Pak or Water Tank Trailers.

Group 36: Bulk Cement Spreader (w/wo Auger, over 50 yds. and under 65 yds. water level); Dump (over 50 yds. and under 64 yds. water level); Dumpcrete (over 50 yds. and under 65 yds. water level); Dumpster (over 50 yds. and under 65 yds. water level); Helicopter Pilot (when transporting men or materials); Skids (Debris Box, over 50 yds. and under 65 yds. water level); Trucks (Dry Pre-Batch Concrete Mix, over 50 yds. and under 65 yds. water level).

Group 37: Bulk Cement Spreader (w/wo Auger, over 65 yds. and including 80 yds. water level); Dump (65 yds. and including 80 yds. water level); Dumpcrete (over 65 yds. and including 80 yds. water level); Dumpster (over 65 yds. and including 80 yds. water level); Skids (Debris Box, 65 yds. and including 80 yds. water level); Trucks (Dry Pre-batch Concrete Mix, 65 yds. and including 80 yds. water level).

Group 38: Bulk Cement Spreader (w/wo Auger, over 80 yds. and including 95 yds. water level); Dump (over 80 yds. and including 95 yds. water level); Dumpcrete (over 80 yds. and including 95 yds. water level); Dumpster (over 80 yds. and including 95 yds. water level); Skids (Debris Box, over 80 yds. and including 95 yds. water level); Trucks (Dry Pre-batch Concrete Mix, over 80 yds. and including 95 yds. water level).

SECTION 6. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

6-1.01 GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts," Form PR-1273, are included in this Section 6. Whenever in said required contract provisions references are made to the "State Highway Department Contracting Officer," "State Highway Department Resident Engineer," or "Authorized representatives of the State Highway Department," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

6-1.02 PERFORMANCE OF PREVIOUS CONTRACTS.—In addition to the provisions in Section II, "Equal Opportunity," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

6-1.03 NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that the Contractor file a sworn statement executed by, or on behalf of,

the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement, as permitted by 28, USC, Sec. 1746, is included in the proposal.

6-1.04 PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—The following are excerpts from Part 23, Title 49, Code of Federal Regulations entitled, "Participation By Minority Business Enterprise in Department of Transportation Programs."

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Subpart A-General

§23.1 Purpose.

(a) The purpose of this part is to carry out the Department of Transportation's policy of supporting the fullest possible participation of firms owned and controlled by minorities and women, (MBEs) in Department of Transportation programs. This includes assisting MBEs throughout the life of contracts in which they participate.

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§23.2 Applicability.

This part applies to any DOT program through which funds are made available to members of the public for accomplishing DOT's purposes. Contracts and subcontracts which are to be performed entirely outside the United States, its possessions, Puerto Rico, and the North Mariana Islands, are exempted from this part.

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§23.5 Definitions.

"Affirmative action" means taking specific steps to eliminate discrimination and its effects, to ensure nondiscriminatory results and practices in the future, and to involve minority business enterprises fully in contracts and programs funded by the Department.

"Applicant" means one who submits an application, request, or plan to be approved by a Departmental official or by a primary recipient as a condition to eligibility for DOT financial assistance; and "application" means such an application, request, or plan.

"Compliance" means the condition existing when a recipient or contractor has met and implemented the requirements of this part.

"Contract" means a mutually binding legal relationship or any modification thereof obligating the seller to furnish supplies or services, including construction, and the buyer to pay for them. For purposes of this part, a lease is a contract.

"Contractor" means one who participates, through a contract or subcontract, in any program covered by this part, and includes lessees.

"Department" or "DOT" means the Department of Transportation, including its operating elements.

"DOT-assisted contract" means any contract or modification of a contract between a recipient and a contractor which is paid for in whole or in part with DOT financial assistance or any contract or modification of a contract between a recipient and a lessee.

"DOT financial assistance" means financial aid provided by the Department or the United States Railroad Association to a recipient, but does not include a direct contract. The financial aid may be provided directly in the form of actual money, or indirectly in the form of guarantees authorized by statute as financial assistance services of Federal personnel, title or other interest in real or personal property transferred for less than fair market value, or any other arrangement through which the recipient benefits financially, including licenses for the construction or operation of a Deep Water Port.

"Departmental element" means the following parts of DOT:

- (a) The Office of the Secretary (OST);
- (b) The Federal Aviation Administration (FAA);
- (c) The United States Coast Guard (USCG);
- (d) The Federal Highway Administration (FHWA);
- (e) The Federal Railroad Administration (FRA);
- (f) The National Highway Traffic Safety Administration (NHTSA);
- (g) The Urban Mass Transportation Administration (UMTA);
- (h) The St. Lawrence Seaway Development Corporation (SLSDC); and
- (i) The Research and Special Programs Administration (RSPA).

"Joint venture" means an association of two or more businesses to carry out a single business enterprise for profit for which purpose they combine their property, capital, efforts, skills, and knowledge.

"Lessee" means a business or person that leases, or is negotiating to lease, property from a recipient or the Department on the recipient's or Department's facility for the purpose of operating a transportation-related activity or for the provision of goods or services to the facility or to the public on the facility.

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"Minority business enterprise" or "MBE" means a small business concern, as defined pursuant to section 3 of the Small Business Act and implementing regulations, which is owned and controlled by one or more minorities or women. This definition applies only to financial assistance programs. For the purposes of this part, owned and controlled means a business:

- (a) which is at least 51 per centum owned by one or more minorities or women or, in the case of a publicly owned business, at least 51 per centum of the stock of which is owned by one or more minorities or women; and
- (b) whose management and daily business operations are controlled by one or more such individuals.

"MBE coordinator" means the official designated by the head of the Department element to have overall responsibility for promotion of minority business enterprise in his/her Departmental element.

"Noncompliance" means the condition existing when a recipient or contractor has failed to implement the requirements of this part.

"Primary recipient" is a recipient who receives DOT financial assistance and passes some or all of this assistance on to another recipient.

"Program" means any undertaking by a recipient to use DOT financial assistance, and includes the entire activity any part of which receives DOT financial assistance.

"Recipient" means any entity, public or private, to whom DOT financial assistance is extended, directly or through another recipient for any program.

"Secretary" means the Secretary of transportation or any person whom he/she has designated to act for him/her.

"Set-aside" means a technique which limits consideration of bids or proposals to those submitted by MBEs.

§23.7 Discrimination prohibited.

No person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with the award and performance of any contract covered by this Part, on the grounds of race, color, national origin, or sex.

Subpart B-(Reserved)
Subpart C-Department of Transportation
Financial Assistance Programs

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§23.43 General requirements for recipients.

(a) Each recipient shall agree to abide by the statements in paragraphs (a)(1) and (2) of this section. These statements shall be included in the recipient's DOT financial assistance agreement and in all subsequent agreements between the recipient and any subrecipient and in all subsequent DOT-assisted contracts between recipients or subrecipients and any contractor.

(1) "Policy. It is the policy of the Department of Transportation that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently the MBE requirements of 49 CFR Part 23 apply to this agreement.

(2) "MBE Obligation. (1) The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

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(c) The recipient shall advise each subrecipient, contractor, or subcontractor that failure to carry out the requirements set forth in §23.43(a) shall constitute a breach of contract and, after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

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§23.45 Required MBE program components.

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(e) MBE directory. (1) The recipient shall have available a directory or source list to facilitate identifying MBEs with capabilities relevant to general contracting requirements and to particular solicitations. The recipient shall make the directory available to bidders and proposers in their efforts to meet the MBE requirements. It shall specify which

firms: the Department, recipient, or the Small Business Administration has determined to be eligible MBEs in accordance with procedures set forth in this subpart.

(f) Procedures to ascertain the eligibility of MBEs and joint ventures involving MBEs. (1) To ensure that its MBE program benefits only firms owned and controlled by minorities or women, the recipient shall certify the eligibility of MBEs and joint ventures involving MBEs that are named by the competitors in accordance with this subpart. Recipients may, at their own discretion, accept certifications made by other DOT recipients.

(2) Recipients shall require their prime contractors to make good faith efforts to replace an MBE subcontractor that is unable to perform successfully with another MBE. The recipient shall approve all substitutions of subcontractors before bid opening and during contract performance, in order to ensure that the substitute firms are eligible MBEs.

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APPENDIX A - GUIDANCE CONCERNING GOOD FAITH EFFORTS

To determine whether a competitor that has failed to meet MBE contract goals may receive the contract, the recipient must decide whether the efforts the competitor made to obtain MBE participation were "good faith efforts" to meet the goals. Efforts that are merely pro forma are not good faith efforts to meet the goals. Efforts to obtain MBE participation are not good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of MBE participation sufficient to meet the goals. In order to award a contract to a competitor that has failed to meet MBE contract goals, the recipient must determine that the competitor's efforts were those that, given all relevant circumstances, a competitor actively and aggressively seeking to meet the goals would make.

To assist recipients in making the required judgment, the Department has prepared a list of

the kinds of efforts that contractors may make in obtaining MBE participation. It is not intended to be a mandatory checklist; the Department does not require recipients to insist that a contractor do any one, or any particular combination, of the things on the list. Nor is the list intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a contractor has made good faith efforts, it will usually be important for a recipient to look not only at the different kinds of efforts that the contractor has made, but also the quantity and intensity of these efforts.

The Department offers the following list of kinds of efforts that recipients may consider:

(1) whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform MBEs of contracting and subcontracting opportunities;

(2) whether the contractor advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;

(3) whether the contractor provided written notice to a reasonable number of specific MBEs that their interest in the contract was being solicited, in sufficient time to allow the MBEs to participate effectively;

(4) whether the contractor followed up initial solicitations of interest by contacting MBEs to determine with certainty whether the MBEs were interested;

(5) whether the contractor selected portions of the work to be performed by MBEs in order to increase the likelihood of meeting the MBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);

(6) whether the contractor provided interested MBEs with adequate information about the plans, specifications and requirements of the contract;

(7) whether the contractor negotiated in good faith with interested MBEs, not rejecting MBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;

(8) whether the contractor made efforts to assist interested MBEs in obtaining bonding.

lines of credit, or insurance required by the recipient or contractor; and

(9) Whether the contractor effectively used the services of available minority community organizations; minority contractors' groups; local, state and Federal minority business assistance offices; and other organizations that provide assistance in the recruitment and placement of MBEs.

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§23.47 Counting MBE participation toward meeting MBE goals.

MBE participation shall be counted toward meeting MBE goals set in accordance with this subpart as follows:

(a) Once a firm is determined to be an eligible MBE in accordance with this subpart, the total dollar value of the contract awarded to the MBE is counted toward the applicable MBE goals.

(b) The total dollar value of a contract to an MBE owned and controlled by both minority males and non-minority females is counted toward the goals for minorities and women, respectively, in proportion to the percentage of ownership and control of each group in the business. The total dollar value of a contract with an MBE owned and controlled by minority women is counted toward either the minority goal or the goal for women, but not to both. The contractor or recipient employing the firm may choose the goal to which the contract value is applied.

(c) A recipient or contractor may count toward its MBE goals a portion of the total dollar value of a contract with a joint venture eligible under the standards of this subpart equal to the percentage of the ownership and controls of the MBE partner in the joint venture.

(d)(1) A recipient or contractor may count toward its MBE goals only expenditures to MBEs that perform a commercially useful function in the work of a contract. An MBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an MBE is performing a commercially useful function, the recipient or contractor shall evaluate the amount of work subcontracted, industry practices, and other relevant factors.

(2) Consistent with normal industry practices, an MBE may enter into subcontracts. If an MBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the MBE shall be presumed not to be performing a commercially useful function. The MBE may present evidence to rebut this presumption to the recipient. The recipient's decision on the rebuttal of this presumption is subject to review by the Department.

(e) A recipient or contractor may count toward its MBE goals expenditures for materials and supplies obtained from MBE suppliers and manufacturers, provided that the MBEs assume the actual and contractual responsibility for the provision of the materials and supplies.

(1) The recipient or contractor may count its entire expenditure to an MBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale).

(2) The recipient may count 20 percent of its expenditures to MBE suppliers that are not manufacturers, provided that the MBE supplier performs a commercially useful function in the supply process.

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§23.51 Certification of the eligibility of minority business enterprises.

(a) To ensure that this part benefits only MBEs which are owned and controlled in both form and substance by one or more minorities or women, DOT recipients shall use Schedules A and B (reproduced at the end of this Part) to certify firms who wish to participate as MBEs in DOT under this part.

(b) Except as provided in paragraph (c) of this section, each business, including the MBE partner in a joint venture, wishing to participate as a MBE under this part in a DOT-assisted contract shall complete and submit Schedule A. Each entity wishing to participate as a joint venture MBE under this part in DOT-assisted contracts shall in addition complete and submit Schedule B. The schedule(s) shall be signed and notarized by the authorized representative of the business entity. A business seeking certification as an MBE shall submit the required schedules with its bid or proposal for transmission to the contracting agency involved.

(c) Under the following circumstances, a business seeking to participate as an MBE under this subpart need not submit schedule A or B:

(1) If a DOT recipient has established a different certification process that DOT has determined to be as or more effective than the process provided for by this section. Where such a process exists, potential MBE contractors shall submit the information required by the recipient's process.

(2) If the potential MBE contractor states in writing that it has submitted the same information to or has been certified by the DOT recipient involved, any DOT element, or another Federal agency that uses essentially the same definition and ownership and control criteria as DOT. The potential MBE contractor shall obtain the information and certification (if any) from the other agency and submit it to the recipient or cause the other agency to submit it. The recipient may rely upon such a certification. Where another agency has collected information but not made a determination concerning eligibility, the

DOT recipient shall make its own determination based on the information it has obtained from the other agency.

(3) If the potential MBE contractor has been determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individuals under section 8(a) of the Small Business Act, as amended.

§23.53 Eligibility standards.

(a) The following standards shall be used by recipients in determining whether a firm is owned and controlled by one or more minorities or women is and shall therefore be eligible to be certified as an MBE. Businesses aggrieved by the determination may appeal in accordance with procedures set forth in §23.55.

(1) Bona fide minority group membership shall be established on the basis of the individual's claim that he or she is a member of a minority group and is so regarded by that particular minority community. However, the recipient is not required to accept this claim if it determines the claim to be invalid.

(2) An eligible minority business enterprise under this part shall be an independent business. The ownership and control by minorities or women shall be real, substantial, and continuing and shall go beyond the pro forma ownership of the firm as reflected in its ownership documents. The minority or women owners shall enjoy the customary incidents of ownership and shall share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance rather than form of arrangements. Recognition of the business as a separate entity for tax or corporate purposes is not necessarily sufficient for recognition as an MBE. In determining whether a potential MBE is an independent business, DOT recipients shall consider all relevant factors, including the date the business was established, the adequacy of its resources for the work of the contract, and the degree to which financial, equipment leasing, and other relationships with nonminority firms vary from industry practice.

(3) The minority or women owners shall also possess the power to direct or cause the

direction of the management and policies of the firm and to make the day-to-day as well as major decisions on matters of management, policy, and operations. The firm shall not be subject to any formal or informal restrictions which limit the customary discretion of the minority or women owners. There shall be no restrictions through, for example, bylaw provisions, partnership agreements, or charter requirements for cumulative voting rights or otherwise that prevent the minority or women owners, without the cooperation or vote of any owner who is not a minority or woman, from making a business decision of the firm.

(4) If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not controlled by minorities or women and shall not be considered an MBE within the meaning of this part. Where the actual management of the firm is contracted out to individuals other than the owner, those persons who have the ultimate power to hire and fire the managers can, for the purposes of this part, be considered as controlling the business.

(5) All securities which constitute ownership and/or control of a corporation for purposes of establishing it as an MBE under this part shall be held directly by minorities or women. No securities held in trust, or by any guardian for a minor, shall be considered as held by minority or women in determining the ownership or control of a corporation.

(6) The contributions of capital or expertise by the minority or women owners to acquire their interests in the firm shall be real and substantial. Examples of insufficient contributions include a promise to contribute capital, a note payable to the firm or its owners who are not socially and economically disadvantaged, or the mere participation as an employee, rather than as a manager.

(b) In addition to the above standards, DOT recipients shall give special consideration to the following circumstances in determining eligibility under this part.

(1) Newly formed firms and firms whose ownership and/or control has changed since the date of the advertisement of the contract are closely scrutinized to determine the reasons for the timing of the formation of or change in the firm.

(2) A previous and/or continuing employer-employee relationship between or among present owners is carefully reviewed to ensure that the employee-owner has management responsibilities and capabilities discussed in this section.

(3) Any relationship between an MBE and a business which is not an MBE which has an interest in the MBE is carefully reviewed to determine if the interest of the non-MBE conflicts with the ownership and control requirements of this section.

(c) A joint venture is eligible under this part if the MBE partner of the joint venture meets the standards for an eligible MBE set forth above and the MBE partner is responsible for a clearly defined portion of the work to be performed and shares in the ownership, control, management responsibilities, risks, and profits of the joint venture.

(d) A joint venture is eligible to compete in an MBE set-aside under this part if the MBE partner of the joint venture meets the standards of an eligible MBE set forth above, and the MBE partner's share in the ownership, control, and management responsibilities, risks, and profits of the joint venture is at least 51 percent and the MBE partner is responsible for a clearly defined portion of the work to be performed.

(e) A business wishing to be certified as an MBE or joint venture MBE by a DOT recipient shall cooperate with the recipient in supplying additional information which may be requested in order to make a determination.

(f) Once certified, an MBE shall update its submission annually by submitting a new Schedule A or certifying that the Schedule A on file is still accurate. At any time there is a change in ownership or control of the firm, the MBE shall submit a new schedule A.

(g) Except as provided in section 23.55, the denial of a certification by the Department or a recipient shall be final, for that contract and other contracts being let by the recipient at the time of the denial of certification. MBEs and joint ventures denied certification may correct deficiencies in their ownership and control and apply for certification only for future contracts.

(h) Recipients shall safeguard from disclosure to unauthorized persons information that reasonably may be regarded as confidential business information, consistent with Federal, state and local law.

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Subpart D—Special Provisions for Recipients of Funds Under the Surface Transportation Assistance Act of 1982

§23.61 Purpose.

(a) The purpose of this subpart is to implement section 105(f) of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424) so that, except to the extent the Secretary determines otherwise, not less than ten percent of the funds authorized by the Act for the programs listed in §23.63 of this Subpart is expended with small business concerns owned and controlled by socially and economically disadvantaged individuals.

(b) The ten percent level of participation for disadvantaged businesses established by section 105(f) will be achieved if recipients under the programs covered by this Subpart set and meet overall disadvantaged business goals of at least ten percent.

§23.62 Definitions.

The following definitions apply to this subpart. Where these definitions are inconsistent with the definitions of §23.5 of this part, these definitions control for all other purposes under this part.

"Act" means the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424).

"Disadvantaged business" means a small business concern: (a) which is at least 51

percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

"Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act. Recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Recipients also may determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged.

(a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;

(c) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and

(e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

§23.63 Applicability.

This subpart applies to all DOT financial assistance in the following categories that recipients expend in DOT-assisted contracts:

(a) Federal-aid highway funds authorized by Title I and section 202 of Title II of the Act; and

(b) Urban mass transportation funds authorized by Title I or III of the Act or the Urban Mass Transportation Act of 1964, as amended.

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§23.69 Challenge procedure

(a) Each recipient required to establish an overall goal under §23.64 shall establish a challenge procedure consistent with this section to determine whether an individual presumed to be socially and economically disadvantaged as provided in §23.62 is in fact socially and economically disadvantaged.

(b) The recipient's challenge procedure shall provide as follows:

(1) Any third party may challenge the socially and economically disadvantaged status of any individual (except an individual who has a current 8(a) certification from the Small Business Administration) presumed to be socially and economically disadvantaged if that individual is an owner of a firm certified by or seeking certification from the recipient as a disadvantaged business. The challenge shall be made in writing to the recipient.

(2) With its letter, the challenging party shall include all information available to it relevant to a determination of whether the challenged party is in fact socially and economically disadvantaged.

(3) The recipient shall determine, on the basis of the information provided by the challenging party, whether there is reason to believe that the challenged party is in fact not socially and economically disadvantaged.

(4) If the recipient determines that there is not reason to believe that the challenged party is not socially and economically

disadvantaged, the recipient shall so inform the challenging party in writing. This terminates the proceeding.

(5) If the recipient determines that there is reason to believe that the challenged party is not socially and economically disadvantaged, the recipient shall begin a proceeding as provided in paragraphs (b)(4), (5), and (6) of this paragraph.

(4) The recipient shall notify the challenged party in writing that his or her status as a socially and economically disadvantaged individual has been challenged. The notice shall identify the challenging party and summarize the grounds for the challenge. The notice shall also require the challenged party to provide to the recipient, within a reasonable time, information sufficient to permit the recipient to evaluate his or her status as a socially and economically disadvantaged individual.

(5) The recipient shall evaluate the information available to it and make a proposed determination of the social and economic disadvantage of the challenged party. The recipient shall notify both parties of this proposed determination in writing, setting forth the reasons for its proposal. The recipient shall provide an opportunity to the parties for an informal hearing, at which they can respond to this proposed determination in writing and in person.

(6) Following the informal hearing, the recipient shall make a final determination. The recipient shall inform the parties in writing of the final determination, setting forth the reasons for its decisions.

(7) In making the determinations called for in paragraphs (b)(3), (5), and (6) of this paragraph, the recipient shall use the standards set forth in Appendix C to this Subpart.

(8) During the pendency of a challenge under this section, the presumption that the challenged party is a socially and economically disadvantaged individual shall remain in effect.

(c) The final determination of the recipient under subparagraphs (b)(3)(i) and (b)(6) may be appealed to the Department by the adversely affected party to the proceeding under the procedures of §23.55 of this Part.

15. Indicate if this firm or other firms with any of the same officers have previously received or been denied certification or participation as an MBE and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

Affidavit

"The undersigned swears that the foregoing statements are true and correct and include all material information necessary to identify and explain the operations of (name of firm) as well as the ownership thereof. Further, the undersigned agrees to provide through the prime contractor or, if no prime, directly to the grantee current, complete and accurate information regarding actual work performed on the project, the payment therefor and any proposed changes, if any, of the foregoing arrangements and to permit the audit and examination of books, records and files of the named firm. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Note.—If, after filing this Schedule A and before the work of this firm is completed on the contract covered by this regulation, there is any significant change in the information submitted, you must inform the grantee of the change through the prime contractor or, if no prime contractor, inform the grantee directly.

Signature _____

Name _____

Title _____

Date _____

Corporate Seal (where appropriate).

Date _____

State of _____

County of _____

On this _____ day of _____, 19____, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to

execute the affidavit and did so as his or her free act and deed.

(Seal)

Notary Public _____

Commission expires _____

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____
2. Address of joint venture _____
3. Phone number of joint venture _____
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) _____

(a) Describe the role of the MBE firm in the joint venture. _____

(b) Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.)

(a) Profit and loss sharing.

(b) Capital contributions, including equipment.

(c) Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decisionmaking, including, but not limited to, those with prime responsibility for:

(a) Financial decisions _____

(b) Management decisions, such as: _____

- (1) Estimating _____
- (2) Marketing and sales _____
- (3) Hiring and firing of management personnel _____
- (4) Purchasing of major items or supplies _____

(c) Supervision of field operations

Note.--If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

.....
Name of Firm	Name of Firm
.....
Signature	Signature
.....
Name	Name
.....
Title	Title
.....
Date	Date

Date _____
 State of _____
 County of _____

On this _____ day of _____, 19____,
 before me appeared (Name) _____,
 to me personally known, who, being duly sworn,
 did execute the foregoing affidavit, and did
 state that he or she was properly authorized
 by (Name of firm) _____ to
 execute the affidavit and did so as his or her
 free act and deed.

Notary Public _____
 Commission expires _____
 [Seal]
 Date _____
 State of _____
 County of _____

On this _____ day of _____, 19____,
 before me appeared (Name) _____
 to me personally known, who, being duly sworn,
 did execute the foregoing affidavit, and did
 state that he or she was properly authorized
 by (Name of firm) _____
 to execute the affidavit and did so as his or
 her free act and deed.

Notary Public _____
 Commission expires _____
 [Seal]

6-1.05 REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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I. APPLICATION

1. These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piecework, station work or by subcontract.

2. Contractors and subcontractors shall insert in all subcontracts the entire contents of this form FR-1273. The contents of this form shall not be incorporated by reference. The contractor shall be responsible for compliance by all subcontractors with the contents of this form FR-1273.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be grounds for termination of the contract.

4. A breach of the following clauses may be grounds for debarment by the Department of Labor as a contractor and a subcontractor as provided in 29 CFR 5.12(a)(1):

Section I, paragraph 2;

Section IV, paragraphs 1,3,4,6,7,9,10 and 11

Section V, paragraphs 1,2, and 4;

Section XI

II. EQUAL OPPORTUNITY

1. Selection of Labor:

During the performance of this contract, the contractor shall not discriminate against labor from any other State, possession or territory of the United States.

2. Employment Practices:

The Equal Employment Opportunity Affirmative Action Notice set forth in 41 CFR 60-4.2 and Equal Employment Opportunity Construction Contract Specifications set forth in 41 CFR 60-4.3 are incorporated by reference in this contract.

3. Equal Opportunity Clause:

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

a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs 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 by the State highway department setting forth the provisions of this nondiscrimination clause.

b. 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, or national origin.

c. 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 by the State highway department advising the said labor union or workers' representative of the contractors commitments under this section 11-2 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

e. 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 Federal Highway Administration and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. 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.

g. The contractor will include the provisions of this Section 11-3 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 State highway department or the Federal Highway Administration 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 in is threatened with litigation with a subcontractor or vendor as a result of such direction by the Federal Highway Administration, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Selection of Subcontractors, Procurement of Materials, and Leasing of Equipment:

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

a. Compliance with Regulations: The 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 contract.

b. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.

d. Information and Reports: The 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 State highway department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or

(2) cancellation, termination or suspension of the contract, in whole or in part.

f. Incorporation of Provisions: The contractor shall include the provision of this paragraph 4 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the State highway department or the Federal Highway Administration 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 supplier as a result of such direction, the contractor may request the State highway department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

III. NONSEGREGATED FACILITIES

(Applicable to Federal-aid construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, or material supplier, as appropriate, certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He agrees that (except where he has obtained identical certifications from proposed subcontractors and material suppliers for specific time periods), he will obtain identical

certification from proposed subcontractors or material suppliers prior to the award of subcontracts or the consummation of material supply agreements, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGES

1. General

All mechanics and laborers employed or working upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR, Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics subject to the provisions of paragraph 4 of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 6, 7, and 8 of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including

any additional classification and wage rates conformed under paragraph 3 and 4a of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

2. Payment of Excess Wages:

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed therein.

3. Classification:

a. The State highway agency contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State highway agency contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representative, agree with the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the State highway agency contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt or will notify the State highway agency contracting officer within the 30-day period that additional time is necessary.

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

4. Fringe Benefits:

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

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

c. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs

reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

5. Withholding:

a. The State highway agency shall, upon its own initiative, or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from the contractor under this contract, or any other contract between it and the contractor, subject to Davis-Bacon prevailing wage requirements, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices and trainees, employed by the contractor, or any subcontractor, the full amount of wages required by the contract.

b. In addition thereto, the Federal Highway Administration shall, upon its own initiative, or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any federal contract with the contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the contractor, so much of the accrued payments or advances as may be necessary to make the payments set forth in paragraph a. of this section.

c. In the event of failure to pay any laborer or mechanic, including any apprentice or trainee, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Highway Administration may, after written notice to the State highway agency, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

6. Apprentices (Department of Labor):

Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to, and individually registered in, a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by that Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

classification. If the Administrator, Wage and Hour Division, determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by that Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

7. Trainees (Department of Labor):

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not

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

8. Apprentices and Trainees (Programs of Department of Transportation):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting equal employment opportunity in connection with Federal-aid highway construction programs are not subject to the requirements of Section IV, paragraphs 6 and 7. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs.

9. Equal Employment Opportunity:

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

10. Compliance with Copeland Act requirements:

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

11. Compliance with Davis-Bacon and Related Act requirements:

Rulings and Interpretations issued under the Davis-Bacon and Related Acts contained in 29 CFR Parts 1 and 5 are herein incorporated by reference in this contract.

12. Disputes concerning labor standards:

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the

Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the State highway contracting agency, the U.S. Department of Labor, or the employees or their representatives.

13. Certification of Eligibility:

By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act (49 U.S.C. 276a-2(a)) or 29 CFR 5.12(a)(1).

14. Restrictions on Subcontracting:

No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act (40 U.S.C. 276a-2(a)) or 29 CFR 5.12(a)(1).

15. Penalty for false statements:

The penalty for making false statements is a fine of not more than \$10,000 or imprisonment for not more than five years or both as prescribed by 18 U.S.C. 1001.

V. PAYROLLS AND BASIC RECORDS

1. Contents and retention:

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has

found under Section IV, paragraph 4 (29 CFR 5.5(a)(1)(iv)) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable program.

2. Statement of Compliance:

a. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the State highway agency for transmission to the Federal Highway Administration. The payrolls submitted shall set out accurately and completely all of the information required by these specifications. This information may be submitted in any form desired. U.S. Department of Labor Optional Form WH-347 may be used for this purpose. The contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB control number 1215-0149.)

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

(1) That the payroll for the payroll period contains the information required to be maintained under paragraph 1 of this section (29 CFR 5.5(a)(3)(i)) and that such information is correct and complete;

(2) That each laborer or mechanic (including each apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or

indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

3. Penalties for falsification:

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

4. Availability of records:

The contractor and subcontractors shall make the records required under paragraph 1 of this section available for inspection, copying or transcription by authorized representatives of the State highway agency, the Federal Highway Administration, and/or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractors fail to submit the required records or to make them available, the Federal Highway Administration may, after written notice to the State highway agency, take such action as may be necessary to cause the suspension of any further payment of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES AND LABOR

1. The provisions in this section are applicable to all contracts except contracts for secondary highways, contracts financed solely with funds provided by the Highway

Beautification Act of 1965, as amended, and contracts with a total bid price less than \$500,000.

2. The contractor shall maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form PR-47 and in the units shown. Upon completion of the contract, this record, together with the final labor summary required in Section V, paragraph 3, hereof, shall be transmitted to the State highway department resident engineer for the project on Form PR-47 in accordance with instructions attached thereto, which will be furnished for this purpose upon request. The quantities for the listed items shall be reported separately for roadway and for structures over 20 feet long as measured along the centerline of the roadway.

3. The contractor shall become familiar with the list of specific materials and supplies contained in Form PR-47 prior to the commencement of work under this contract. Any additional materials information required will be solicited through revisions of Form PR-47 with attendant explanations.

4. Where subcontractors are involved the contractor shall submit either a single report covering work both by himself and all his subcontractors, or he may submit separate reports for himself and for each of his subcontractors.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with his own organization contract work amounting to not less than 30 percent of the original total contract price, except that any items designated by the State as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total contract price before computing the amount of work required to be performed by the contractor with his own organization.

a. "His own organization" shall be construed to include only workmen employed and paid

directly by the prime contractor and equipment owned or rented by him, with or without operators.

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

2. In addition to the 30 percent requirement set forth in paragraph 1 above, the contractor shall furnish (a) a competent superintendent or foreman who is employed by him, who has full authority to direct performance of the work in accordance with the contract requirements, and who is in charge of all construction operations (regardless of who performs the work), and (b) such other of his own organizational capability and responsibility (supervision, management, and engineering services) as the State highway department contracting officer determines is necessary to assure the performance of the contract.

3. The contract amount upon which the 30 percent requirement set forth in paragraph 1 is computed includes the cost of materials and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

4. Any items that have been selected as "Specialty Items" for the contract are listed as such in the Special Provisions, bid schedule, or elsewhere in the contract documents.

5. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the State highway department contracting officer, or his authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the

contractor that the labor standards provisions set forth in this contract shall apply to labor performed on all work encompassed by the request.

VIII. SAFETY; ACCIDENT PREVENTION

In the performance of this contract, the contractor shall comply with all applicable Federal, State and local laws governing safety, health and sanitation. The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his own responsibility, or as the State highway department contracting officer may determine, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time), promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (83 Stat. 96).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, supplies, (sic) and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the

project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project in one or more places where it is readily available to all personnel concerned with the project:

* * * *

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS.

Title 18, United States Code, Section 1020, reads as follows:

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

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

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

"Shall be fined not more than \$10,000 or imprisoned not more than five years, or both."

**X. IMPLEMENTATION OF CLEAN AIR ACT AND
FEDERAL WATER POLLUTION CONTROL ACT
(APPLICABLE TO CONTRACTS AND SUBCONTRACTS
WHICH EXCEED \$100,000)**

1. The contractor stipulates that any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 C.F.R. Part 15), is not listed, on the date of contract award, on the U.S. Environmental Protection Agency, (EPA) List of Violating Facilities Pursuant to 40 C.F.R. 15.20.

2. The contractor agrees to comply with all the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. The contractor shall promptly notify the State highway department of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. The contractor agrees to include or cause to be included the requirements of subparagraphs 1 through 4 of this paragraph X in every nonexempt subcontract, and further agrees to take such action as the Government may direct as a means of enforcing such requirements.

**XI. CONTRACT WORK HOURS AND SAFETY STANDARD
ACT REQUIREMENTS**

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, including watchmen and guards,

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 paragraph 1 of this Section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph 1 of this Section, in the sum of \$10 for each calendar day in 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 paragraph 1 of this Section.

**3. Withholding for unpaid wages and
liquidated damages:**

The Federal Highway Administration shall upon its own initiative 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 and all subcontractors under this contract or any Federal contract with the same contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor and all subcontractors for unpaid wages and liquidated damages as provided in paragraph 2 of this Section.

6-1.06 FEDERAL-AID PROPOSAL NOTICE

1. NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)

CALIFORNIA ECONOMIC AREA

Goal,
(Percent)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" set forth herein.

2. The following goal for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goal is applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Goal for Women
(applies nationwide).....(percent) 6.9

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or nonfederally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA or EA goal contained herein.

174 Redding, CA:

Non-SMSA Counties 6.8
CA Lassen; CA Modoc;
CA Plumas; CA Shasta;
CA Siskiyou; CA Tehama.

175 Eureka, CA:

Non-SMSA Counties 6.6
CA Del Norte; CA Humboldt;
CA Trinity.

176 San Francisco-Oakland-San Jose, CA:

SMSA Counties:

7120 Salinas-Seaside-
Monterey, CA..... 28.9
CA Monterey.
7360 San Francisco-Oakland, CA. 25.6
CA Alameda; CA Contra Costa;
CA Marin; CA San Francisco;
CA San Mateo.
7400 San Jose, CA..... 19.6
CA Santa Clara.
7485 Santa Cruz, CA..... 14.9
CA Santa Cruz.
7500 Santa Rose, CA..... 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..... 16.1
CA Placer; CA Sacramento;
CA Yolo.

Non-SMSA Counties..... 14.3

CA Butte; CA Colusa;
CA El Dorado; CA Glenn;
CA Nevada; CA Sierra;
CA Sutter; CA Yuba.

178 Stockton-Modesto, CA:

SMSA Counties:

5170 Modesto, CA..... 12.3
CA Stanislaus.
8120 Stockton, CA..... 24.3
CA San Joaquin.

Non-SMSA Counties..... 19.8

CA Alpine; CA Amador;
CA Calaveras; CA Mariposa;
CA Merced; CA Tuolumne.

179 Fresno-Bakersfield, CA:

SMSA Counties:

0680 Bakersfield, CA..... 19.1
CA Kern.
2840 Fresno, CA..... 26.1
CA Fresno.

Non-SMSA Counties..... 23.6

CA Kings; CA Madera;
CA Tulare.

180 Los Angeles, CA:

SMSA Counties:

0360 Anaheim-Santa Ana-Garden
Grove, CA..... 11.9
CA Orange.

4480 Los Angeles-Long
Beach, CA..... 28.3
CA Los Angeles.

6000 Oxnard-Simi Valley-
Ventura, CA..... 21.5
CA Ventura.

6780 Riverside-San Bernardino-
Ontario, CA..... 19.0
CA Riverside;
CA San Bernardino.

7480 Santa Barbara-Santa Maria-

Lompoc, CA..... 19.7
CA Santa Barbara.

Non-SMSA Counties..... 24.6

CA Inyo; CA Mono;
CA San Luis Obispo.

181 San Diego, CA:

SMSA Counties

7320 San Diego, CA..... 16.9
CA San Diego.

Non-SMSA Counties..... 18.2

CA Imperial.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10

working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification

number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

**6-1.07 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract

in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan Area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees

In the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluations of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where

possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and

apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and

community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts

from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one of more of its obligations under 7a through p of these Specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be

maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records. .

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public

Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

6-2. Greater Sacramento Area Plan

GREATER SACRAMENTO AREA PLAN (GSAP) EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

The City of Sacramento is signatory to the "Greater Sacramento Area Plan" (hereinafter referred to as the "Plan") a joint industry-labor-minority representative agreement established for the purpose of increasing the employment of minorities in all phases and at all levels of skill in the building and construction industry within the greater Sacramento area. The City has adopted the "Plan" as its affirmative action program for City construction contracts and requires a contractor and his subcontractors be signatory to the Plan in order to be eligible for an award of a City contract. Additional information regarding the Plan is available at its headquarters office located at 4320 Stockton Boulevard, Sacramento, 95821, Telephone No. (916) 452-5832.

1. As used in these specifications:

- a. "Covered area" means the geographical area within the following counties: Amador, El Dorado, Nevada, Placer, Sacramento, Sierra, and Yolo.
- b. "Director" means Director, of GSAP, or any person to whom the Director delegates authority;
- c. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is signatory under Part I of the GSAP a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of the GSAP. Each Contractor or Subcontractor participating in the GSAP is individually required to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization; the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provided written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions, including specific review of these items with onsite supervisory personnel such as Superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and where reasonable, provide after school summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR, Part 60.3.
- l. Conduct at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended and its implementing regulations, by the Office of Federal Contract Compliance Program. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

GSAP REPORTING REQUIREMENTS

- (1) All contract and subcontracts (over \$10,000) are subject to the reporting requirements.
- (2) Contractors must submit a CC 257 (Monthly Employee Utilization Report) to the GSAP at 4320 Stockton Boulevard, Sacramento, California 95829.
- (3) If the Contractor is already required to submit CC 257 there is no need to submit an additional form.
- (4) This report must arrive at the GSAP no later than the 5th working day of each month.
- (5) Failure to report is automatic cause to find the Contractor in noncompliance.
- (6) Each report is monitored by GSAP and measured against the specified goals for minorities and women.

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 BUY AMERICA REQUIREMENTS. -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the regulations adopted pursuant thereto. In accordance with said law and regulation, all manufacturing processes for steel materials furnished for incorporation into the work on this project shall occur in the United States.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel materials if the cost of such materials used does not exceed one-tenth of 1 percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel prior to incorporation such materials in the work.

8-1.02 AGGREGATES.--Attention is directed to Sections 25-1.02, "Materials," 26-1.02, "Materials," and 39-2.02, "Aggregate," respectively, of the Standard Specifications.

In the above referenced sections of the Standard Specifications all references to "Individual Test Results" are deemed to mean "Contract Compliance," and all references to "Moving Average" are deemed to mean "Operating Range."

The provisions in Section 6-3.02, "Statistical Testing," of the Standard Specifications shall not apply.

If the results of either or both the Sand Equivalent and aggregate grading tests do not meet the requirements specified for "Operating Range" but meet the "Contract Compliance" requirements, placement of the material may be continued for the remainder of that day. However, another day's work may not be started until tests, or other information, indicate to the satisfaction of the Engineer that the next material to be used in the work will comply with the requirements specified for "Operating Range."

If the results of either or both the aggregate grading and Sand Equivalent tests do not meet the requirements specified for "Contract Compliance," the material which is represented by these tests shall be removed. However, if requested by the Contractor and approved by the Engineer, said material may remain in place and the Contractor shall pay to the State the following amounts for all such material left in place:

<u>Item</u>	<u>Adjustment</u>
Aggregate Subbase	\$2.00/CY
Aggregate Base	2.25/CY
Cement Treated Base	2.50/CY
Lean Concrete Base	2.50/CY
Asphalt Concrete	1.75/Ton

The Department may deduct such amounts from any monies due, or that may become due, the Contractor under the contract.

When both the aggregate grading and Sand Equivalent do not conform to "Contract Compliance" requirements, only one adjustment shall apply.

When subbase or base material is to be measured by the ton, the weight will be converted to volume measurements for the purpose of this section, "Aggregates." Factors for converting tons to cubic yards will be determined in the field by the Engineer.

No single aggregate grading or Sand Equivalent test shall represent more than 500 cubic yards or one day's production, whichever is smaller, except for asphalt concrete, where no single test shall represent more than 500 tons of aggregate or one day's paving, whichever is smaller.

SECTION 9. DESCRIPTION OF WORK

This work consists of constructing interchange ramps between Howe Avenue and La Riviera Drive at the south end of the Howe Avenue bridge across the American River. Also included is the placement of traffic signals at the intersection of the connector road and La Riviera Drive and street lighting.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK.--Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these Special Provisions.

The first order of work shall be to place the order for the traffic signal control equipment. The Contractor shall furnish the Engineer with a statement from the vendor that the order for said control equipment has been received and accepted by said vendor.

All existing overhead signs shall remain in operation until the new signs are installed and illuminated. No overhead sign shall be installed until the overhead sign lighting is completely operational. All guide signs shall be installed to maintain continuity of destination. No signal work above ground shall be performed on the job site until all Contractor-furnished electrical materials have been delivered to the Contractor or for testing.

Attention is directed to "Maintaining Traffic" of these Special provisions.

Attention is directed to the provisions in "Highway Planting and Irrigation Systems" elsewhere in these Special Provisions concerning submittal of cost breakdowns.

The Contractor shall furnish the Engineer with statements from the vendors that the orders for the plants and seed (lawn) required for this contract, including inspection plants and a reasonable number of replacement plants, have been received and accepted by said vendors. Said statements shall be furnished within 20 working days after the contract has been approved. The statements from said vendors shall also include the names, sizes and quantities of plants ordered and the names and quantities of seed ordered and the anticipated dates of delivery.

10-1.02 PRESERVATION OF PROPERTY.--Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these Special Provisions.

Any tree used to replace an injured or damaged tree, shall be the same species approved by the Engineer. All such replacement planting shall be completed before the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 2--4.05, "Planting," of the Standard Specifications.

10-1.03 RELIEF FROM MAINTENANCE AND RESPONSIBILITY.--The Contractor may be relieved of the duty of maintenance and protection for those items not directly connected with planting or used in performance of planting work in accordance with provisions in Section 7-1.15, "Relief From Maintenance and Responsibility," of the Standard Specifications.

10-1.04 CONSTRUCTION STAKING.--This work shall consist of furnishing and setting construction stakes and marks by the Contractor to establish the lines and grades required for the completion of the work as shown on the plans and as specified in the Standard Specifications and these Special Provisions.

Except as provided herein for establishment of horizontal and vertical control and right-of-way staking by the Engineer, all other specifications, including the requirements in Section 5-1.07, "Lines and Grades," of the Standard Specifications, which require the establishment of lines and grades by the Engineer shall not apply to this contract.

Construction staking shall be performed as necessary to control the work. Construction stakes and marks shall be furnished and set with accuracy adequate to assure that the completed work conforms to the lines, grades, and sections shown on the plans. Benchmark information, horizontal control through ties to existing field surveys and the coordinates of centerlines and layout lines will be furnished to the Contractor for his use in performing the construction staking.

The Engineer will establish (and furnish survey data to the Contractor for) the construction control surveys horizontal and vertical, as shown on the plans and as described in Chapter 11 (Sections 11-02 and 11-03) of the Department of Transportation publication entitled "Surveys Manual." (Copies of this portion of the "Surveys Manual" are available to the Contractor, free of charge, at the Department of Transportation, Plans and Bid Documents, Room 39, Transportation Building, 1120 N Street, P.O. Box 1499, Sacramento, CA 95807). In the event the Contractor's operations destroy any of the Engineer's survey control points, the Contractor shall either replace such control points at his expense, subject to verification by the Engineer, or request the Engineer to replace the destroyed control points. If requested to replace the control points, the Engineer will do so within 10 working days. The cost of any such verification or replacement of the Engineer's control surveys will be deducted from any

monies due or to become due the Contractor. The Contractor will not be allowed any adjustment in contract time for such verification or replacement of survey control points by the Engineer.

When the project includes new right-of-way fence or needs the right-of-way marked for clearing and grubbing, the Engineer will set monuments to control the right-of-way lines. The Contractor shall notify the Engineer of the need for right-of-way monuments at least five (5) working days in advance of starting operations that require right-of-way monumentation. Right-of-way monuments requiring replacement will be replaced by the Engineer and the cost thereof will be deducted from any monies due or to become due the Contractor.

All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes, and other records necessary to accomplish the work shall be neat, legible and accurate. Such computations, notes and other records shall be made available to the Engineer upon request, and shall become the property of the Department and delivered to the Engineer before acceptance of the contract.

Construction stakes shall be removed from the site of the work when no longer needed.

Construction staking will be paid for on the basis of a lump sum price. The contract lump sum price paid for construction staking shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in performing construction staking, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

10-1.05 COOPERATION.--Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these Special Provisions.

10-1.06 OBSTRUCTIONS.--Attention is directed to Sections 8-1.10, "Utility and Non-Highway Facilities," and 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

CAUTION: High Voltage power lines cross over project area. Notify P.G. & E. 48 hours prior to start of construction.

10-1.07 CONSTRUCTION AREA SIGNS.--Construction area signs shall be furnished, installed, maintained, and removed when no longer required in accordance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these Special Provisions.

The base material of construction area signs shall not be plywood.

Construction Area Signs will be paid for on the basis of a lump sum price bid. The contract lump sum price will include all labor, equipment, materials, and incidentals required for construction area signs complete and in place.

10-1.08 DUST CONTROL.--Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these Special Provisions.

Payment for dust control will be included with other contract items and no separate payment will be given.

10-1.09 MAINTAINING TRAFFIC.--Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the Section entitled "Public Safety" elsewhere in these Special Provisions, and these Special Provisions. Nothing in these Special Provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.09.

Lanes may not be closed prior to 8:30 A.M. nor after 3:30 P.M. A minimum of one (1) lane must remain open at all times.

No lane closures will be allowed on the first day of school for Sacramento State University. The tentative day for school opening is September 2, 1986.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 P.M. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving day and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated holiday.

The Contractor's trucks or other mobile equipment which leave a lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Pedestrian access facilities shall be provided through construction areas within the right-of-way as shown on the plans and as specified herein. Pedestrian walkways shall be provided with surfacing of asphalt concrete, portland cement concrete or timber. Surface shall be skid resistant and free of irregularities. Hand railings shall be provided on each side of pedestrian walkways as necessary to protect pedestrian traffic from hazards due to construction operations or adjacent vehicular traffic. Protective overhead covering shall be provided as necessary to insure protection from falling objects and drip from overhead structures.

In addition to the required openings through falsework, the Contractor shall provide pedestrian facilities during pile driving, footing, wall, and other bridge construction operations. At least one walkway shall be available at all times. If the Contractor's operations require the closure of one walkway, then another walkway shall be provided nearby, off the traveled roadway.

Railings shall be constructed of wood, S45, and shall be painted white. Railings and walkways shall be maintained in good condition by the Contractor. Walkways shall be kept clear of obstructions.

Full compensation for providing said pedestrian facilities shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

10-1.10 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.--A traffic control system shall consist of closing traffic lanes in accordance with the details shown on Standard Plan T-11, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" elsewhere in these Special Provisions, and these Special Provisions.

The provisions in this section will not relieve the Contractor from his responsibility to provide such additional devices or take such measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

Each vehicle used to place, maintain, and remove components of a traffic control system on multi-lane highways shall be equipped with a Type II flashing arrow sign which shall be in operation when the vehicle is being used for placing, maintaining, or removing said components. The sign shall be controllable by the operator of the vehicle while the vehicle is in motion. The flashing arrow sign shown on the plans shall not be used on vehicles which are doing the placing, maintaining, and removing of components of a traffic control system, and shall be in place before a lane closure requiring its use is completed.

If any component in the traffic control system is displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When lane closures are made for work periods only, at the end of each work period, all components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, said components may be stored at selected central locations, approved by the Engineer, within the limits of the highway right-of-way.

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor (except for flagging costs), materials (including signs), tools, equipment and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Flagging costs will be paid for as provided in Section 12-2.02, "Flagging Costs," of the Standard Specifications.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications, shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work, and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of said extra work.

10-1.11 EXISTING HIGHWAY FACILITIES.--The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

10-1.11a REMOVE ASPHALT CONCRETE DIKE AND PAVEMENT.--Existing asphalt concrete dike and pavement where shown on the plans to be removed, shall be removed.

Prior to removing the dike the outside edge of the asphalt concrete to remain in place shall be cut to a neat line. The cut shall be a minimum depth of 0.17 foot.

The dike shall be removed in such a manner so that the surfacing which is to remain in place is not damaged and disposed of.

Payment for removal of asphaltic concrete dike shall be included with the contract unit price paid per cubic yard for "Roadway Excavation."

10-1.12 CLEARING AND GRUBBING.--Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications.

Vegetable growth will be disposed of outside the embankment area to the satisfaction of the Engineer.

Full compensation for disposing of vegetable growth shall be considered as included in the contract lump sum price paid for clearing and grubbing, and no additional compensation will be allowed therefor.

10-1.13 EARTHWORK.--Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right-of-way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.

Where a portion of existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 0.17 foot before removing the surfacing. Full compensation for cutting and removing existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefor.

The portion of imported borrow placed within four feet of the finished grade shall have a Resistance (R-value) of not less than 30.

At the option of the Contractor, and to the extent that material from required excavation within the project limits is available, embankment shall be constructed of imported borrow or of material obtained from required excavation within the project limits or a combination of borrow and material obtained from required excavation within the project limits.

Excavated materials not used in embankments shall be disposed of in accordance with the provisions of Section 7-1.13, "Disposal of Materials Outside the Highway Right-of-Way," of the Standard Specifications. However, the Contractor's prerogative to dispose of excavated material outside the right-of-way before all of the embankments are completed is subject to proof that environmentally clear sources of material in sufficient quantity to complete required embankments are available. The obtaining of any necessary clearances for new borrow sources or for exceeding limitations on previously cleared sources shall be the responsibility of the Contractor. No time extension or other waiver of working days requirements will be granted in the event the Contractor is delayed by reason of there being an insufficient quantity of acceptable material available from environmentally cleared sources to replace

excavated material previously disposed of outside the right-of-way.

If an ordered change increases the quantity of excavation or decreases the quantity of embankment such that surplus excavation has to be disposed of outside the right-of-way, disposing of the surplus material will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The Contractor, at his option, may compact the ground surface on which embankment is to be constructed before placing any embankment material thereon. If said compaction results in an average subsidence exceeding 0.25 foot, the ground surface will be measured after completion of the compaction. The Engineer shall be allowed the time necessary to complete the measurement of an area before placement of embankment material is started in said area.

Roadway excavation will be paid for by the contract unit price per cubic yard in accordance with section 19-2.08 and 19-2.09 of the Standard Specifications.

Imported borrow will be measured and paid for by the cubic yard and the quantity to be paid for will be computed in the following manner:

The total quantity of embankment will be computed in the same manner as specified for roadway excavation in Section 19-2.08, "Measurement," of the Standard Specifications, on the basis of the planned or authorized cross section for embankments and the measured ground surface. No adjustment in the quantity of embankment to be paid for will be made in the event that subsidence or consolidation occurs after the placing of embankment material has begun.

Contractor is responsible for selection of the site for his borrow material.

Surplus material used to widen slopes in accordance with the provisions in Section 19-2.06, "Surplus Material," of the Standard Specifications will not be measured nor paid for as embankment.

10-1.14 ROCK BLANKET (EROSION CONTROL).--Rock blanket for erosion control shall be placed at the locations shown on the "Planting and Mowing Strip" plan and in accordance with these Special Provisions.

Rock shall be clean, smooth, uncrushed cobbles of a gray to buff color obtained from one source. A sample of the rock shall be submitted to the Engineer for approval prior to delivery to the project site.

Cobbles shall have the following grading:

<u>Size of Screen</u>	<u>Percentage Passing (by weight)</u>
8"	100
6"	50 - 100
4"	10 - 50

Cobbles shall be placed so that the underlying soil is not exposed. The minimum depth of rock cover shall be six inches (6"). Cobbles shall be placed a minimum of 12" from tree trunks.

Quantities of rock blanket (erosion control) to be paid for will be measured by the square yard.

The contract price paid per square yard for rock blanket (erosion control) shall include full compensation for furnishing all labor,

materials, tools, equipment, and incidentals, and for doing all the work involved in placing rock blanket for erosion control, complete in place, as shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

10-1.15 AGGREGATE BASE.--Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications.

Aggregate Base will be paid for by the contract unit price per ton in accordance with section 26-1.06 and 1.07 of the Standard Specifications.

10-1.16 ASPHALT CONCRETE.--Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these Special Provisions.

The first paragraph in Section 39-3.04, "Mixing," of the Standard Specifications is amended to read:

Aggregate, supplemental fine aggregate, and asphalt binder shall be mixed in a batch mixer, continuous pugmill mixer, or drier-drum mixer. The asphalt content of the asphalt mixture will be determined by extraction tests in accordance with California Test 310 or 362, or will be determined in accordance with California Test 379. The bitumen ratio (pounds of asphalt per 100 pounds of dry aggregate including supplemental fine aggregate if used) shall not vary by more than 0.5 pound of asphalt above or 0.5 pound of asphalt below the amount designated by the Engineer. Compliance with this requirement will be determined by testing samples taken from the mat behind the paver before initial or breakdown compaction of the mat.

The fourth paragraph in Section 39-5.01, "Spreading Equipment," of the Standard Specifications is amended to read:

The procedure where by material is deposited in a windrow, then picked up and placed in the asphalt paver with loading equipment, will be permitted for all asphalt concrete, provided the asphalt paver is of such design that the material will fall into a hopper which has a movable bottom conveyor to feed the screed and loading equipment is constructed so that substantially all of the material deposited on the roadbed is picked up and deposited in the paving machine.

The first four sentences in the fifth paragraph of Section 39-6.01, "General Requirements," of the Standard Specifications are amended to read:

When the total compacted thickness of asphalt concrete is shown on the plans to be less than 0.25 foot, asphalt concrete shall be spread and compacted in one layer. All other asphalt concrete shall be spread and compacted in layers. The top layer of asphalt concrete shall be not more than 0.20 foot nor less than 0.15 foot in compacted thickness. The next lower layer shall be not more than 0.25 foot nor less than 0.15 foot in compacted thickness unless the total thickness is shown on the plans to be less than 0.30 foot, and any lower layers shall be not less than 0.15 foot nor more than 0.40 foot in compacted thickness. Asphalt concrete base shall be spread and compacted in one or more layers; each layer shall not exceed 0.40 foot in compacted thickness.

A prime coat will be required and applied in accordance with section 39-4.02 of the Standard Specifications. Payment for prime coat and paint binder will be included with the contract unit price paid for asphaltic concrete. Asphaltic concrete will be paid for by the contract unit price per ton in accordance with sections 39-8.01 and 8.02 of the Standard Specifications.

10-1.17 REINFORCED CONCRETE PIPE.--Reinforced concrete pipe shall conform to the provisions in Section 65, "Reinforced Concrete Pipe," of the Standard Specifications and these Special Provisions.

Reinforced concrete pipe will be paid for by the contract unit price per lineal foot in accordance with section 65 of the Standard Specifications.

10-1.18 CORRUGATED METAL PIPE.--Corrugated steel pipe culverts shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these Special Provisions.

Corrugated metal pipe will be paid for by the contract unit price per lineal foot in accordance with section 66 of the Standard Specifications.

10-1.19 OVERSIDE DRAINS.--Asphalt concrete overside drains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications.

Asphalt concret overside drains will be paid for by the contract unit price per square yard in accordance with section 69 of the Standard Specifications.

10-1.20 MINOR CONCRETE CONSTRUCTION.--Curbs, gutters, sidewalks and mow strips shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

Curbs and mow strip will be paid for by the contract unit price per lineal foot; sidewalks and island paving will be paid for by the contract unit price per square foot in accordance with section 73 of the Standard Specifications.

SECTION 10-2. HIGHWAY PLANTING AND IRRIGATION SYSTEMS

10-2.01 GENERAL.--The work performed in connection with highway planting and irrigation systems shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and the Special Provisions included in this Section 10-2.

The highway planting and irrigation system work to be done consists, in general, of installing automatic irrigation system, preparing planting areas, planting and plant establishment work for Groups A, B and U plants shown on the plans.

Specifications and payment for six inch (6") mowing strip and rock blanket (erosion control) shown on "Planting and Mowing Strip" plan are provided for elsewhere in these Special Provisions.

10-2.01A COST BREAKDOWN.--The Contractor shall furnish to the Engineer a cost breakdown for each of the contract lump sum items of highway planting and irrigation system.

Each cost breakdown shall be completed in the format shown in this section. Units of work, other than those shown in this section, may be designated by the Contractor. If the Contractor elects to designate different units of work, the estimated quantity, value, and amount for such units shall be completed in the same manner as those shown.

The quantities given in the following cost breakdown samples are approximate only, being a sample of the cost breakdown to be furnished. The Contractor shall verify all quantities used in his cost breakdowns. No adjustment in compensation will be made in the contract lump sum prices paid for highway planting and irrigation system due to any differences between the quantities shown in the cost breakdown furnished the Engineer and the quantities required to complete the work as shown on the plans and as specified in these Special Provisions.

The sum of the amounts shown for the units of work listed in each cost breakdown for highway planting and irrigation system work shall be equal to the contract lump sum price for said work. Overhead and profit shall be included in each individual unit listed in each cost breakdown. The cost breakdowns shall be approved by the Engineer before any partial payment for these items will be made.

HIGHWAY PLANTING COST BREAKDOWN
Contract No. M-MG-F034 (4)

Unit Description	Unit	Quantity	Value	Amount
Roadside Clearing	L.S.	Lump Sum		
Soil Amendment	LBS.	11,035		
Pesticides	L.S.	Lump Sum		
Excelsior Blanket	S.Y.	4,385		
Fertilizer Tablets	EA.	205		
Plant Group A	EA.	23		
Plant Group B	EA.	49		
Plant Group H	EA.	47,000		
Plant Group U	EA.	28		
Lawn Seed	LB.	290		

TOTAL _____

IRRIGATION SYSTEM COST BREAKDOWN
Contract No. M-MG-F034 (4)

Unit Description	Unit	Quantity	Value	Amount
Sprinkler Type A	EA.	50		
Sprinkler Type B	EA.	20		
Sprinkler Type C	EA.	36		
Sprinkler Type D	EA.	20		
1" Electric Control Valve	EA.	2		
1 1/2" Electric Control Valve	EA.	8		
2" Electric Control Valve	EA.	2		
Quick Coupling Valve	EA.	5		
12 Station Elec. Controller	EA.	1		
Controller Enclosure Cabinet	EA.	1		
3/4" PVC PR 160	LF.	350		
1" PVC PR 160	LF.	2200		
1 1/4" PVC PR 160	LF.	1050		
1 1/2" PVC PR 160	LF.	300		
2" PVC PR 160	LF.	400		
3" PVC PR 160	LF.	750		
4" PVC PR 160	LF.	100		
4" Double Check BFP in Box	L.S.	LUMP SUM		
4" Tap and Development Fee	L.S.	LUMP SUM		
4" Gate Valve	EA.	1		
Control and Neutral Condrs.	L.S.	LUMP SUM		

TOTAL _____

10-2.02 EXISTING HIGHWAY PLANTING.--In addition to the provisions in said Section 20, the work performed in connection with various existing highway planting shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these Special Provisions.

10-2.02A MAINTAIN EXISTING PLANTS.--Existing plants that are not to be removed and which are within the project limits shall be maintained as directed by the Engineer. Such work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Existing plants shall be watered in accordance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

When a portion of an irrigation system operated from a newly installed automatic controller is completed, the existing plants watered by said portion of irrigation system shall be watered automatically using said controller.

Full compensation for maintaining plants, not otherwise provided for in this section "Maintain Existing Plants," shall be considered as included in the contract lump sum price paid for highway planting and no separate payment will be made therefor.

10-2.03 HIGHWAY PLANTING.--The work performed in connection with highway planting shall conform to the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these Special Provisions.

10-2.03A HIGHWAY PLANTING MATERIALS - GENERAL.--

10-2.03A(1) COMMERCIAL FERTILIZER.--Commercial fertilizer (tablet) for Group A, B and U plants shall be a slow release type and shall be in a compact tablet form. Each tablet shall weigh approximately 21 grams and shall have the following guaranteed minimum chemical analysis:

<u>Ingredient</u>	<u>Percentage Minimum</u>
Nitrogen	20
Phosphoric Acid	10
Water Soluble Potash	5

10-2.03A(2) SOIL AMENDMENT --The soil amendment shall be an organic base fertilizer and soil conditioner in which humus, humic acid and bacteria have been blended. It shall be in granular form for application to the lawn area and shall have the following guaranteed minimum chemical analysis:

Nitrogen.....	5.00%
*Ammonic nitrogen.....	1.00%
**Organic nitrogen.....	4.00%
Available phosphoric acid***.....	3.00%
Soluble potash****.....	1.00%
Humus (derived from compost).....	50.00%
Humic acids (derived from compost).....	15.00%
Iron (expressed as elemental - derived from iron sulfate).....	1.00%

Manganese (expressed as elemental - derived from
manganese sulfate).....0.05%
Zinc (expressed as elemental - derived from zinc
sulfate).....0.05%

- *derived from ammonium phosphate
- **derived from compost, meat meal & urea
- ***derived from compost, meat meal & triple
superphosphate
- ****derived from compost & muriate of potash

It shall be applied to all lawn areas at the rate of 150
lbs. per 1,000 sq. ft. and rototilled to a depth of six inches.

It shall be applied to all ground cover areas at the rate of
25 pounds per 1,000 square feet and raked in to a depth of
approximately two inches prior to planting. A second such
application shall be made prior to final acceptance.

10-2.03B ROADSIDE CLEARING.--Roadside clearing shall be
performed in the following areas:

Within proposed planting and lawn areas and within the areas
extending beyond the outer limits of such areas to the adjacent
edges of shoulders, dikes, curbs, sidewalks, or fences, unless
otherwise shown on the plans.

Before any soil preparation or irrigation trenching is
started for a highway planting area, the following roadside
clearing work shall be performed in the areas specified above:

1. Weed growth which in the opinion of the Engineer will
create an unsightly condition or will interfere with
subsequent spraying, cultivating, or planting operations
shall be removed and disposed of outside the highway
right-of-way as provided in Section 7-1.13 of the Standard
Specifications.
2. Trash and debris shall be removed
3. Weeds shall be killed.
4. Rodents shall be controlled.

After the above roadside clearing is completed, additional
roadside clearing work shall be performed as often as necessary
to maintain the areas specified above in a neat appearance until
the start of the plant establishment period. This work shall
include the following:

1. Trash and debris shall be removed.
2. All weed growth shall be killed before the weeds reach
the seed stage of growth or exceed two inches in length.
3. Rodents shall be controlled.

Roadside clearing work shall not include any work required to be

performed as clearing and grubbing as specified in Section 16, "Clearing and Grubbing," of the Standard Specifications.

10-2.03C PESTICIDES.--Pesticides used to control weeds shall be limited to the following materials unless specified elsewhere in these Special Provisions or the Contractor has submitted a written request for and has received written approval from the Engineer for other pesticides prior to their use:

- Glyphosate
- Diquat
- Cacodylic Acid
- Oryzalin (Pre-emergent)
- Diphenamid (Pre-emergent)
- Trifluralin (Pre-emergent)

Glyphosate shall be used to kill stolon type weeds.

Plants shall be planted at least three days and irrigated prior to the application of oryzalin, diphenamid or trifluralin.

A minimum of 100 days shall elapse between applications of oryzalin, diphenamid or trifluralin.

10-2.03D PREPARING HOLES.--Holes for plants shall be excavated or drilled. The backfill material for plant holes shall be on-site soil. The material shall be without clods or lumps.

10-2.03E CULTIVATING.--Areas to be planted to lawn shall be cultivated.

During cultivation, soil amendment shall be added to the cultivated areas at the rate as specified or shown on the plans and shall be thoroughly mixed with the soil.

After the irrigation systems have been installed and the plant holes have been excavated and backfilled in cultivated areas, no further planting work shall be done in such areas for a period of seven days, except the soil shall be kept sufficiently moist to germinate weeds and weeds that germinate shall be killed.

10-2.03F EXCELSIOR BLANKET.--An excelsior blanket shall be installed at the locations shown on the plans, as specified in these Special Provisions, and as directed by the Engineer.

The excelsior blanket shall consist of a machine produced mat of curled wood excelsior with 80 percent of the fiber six inches long or longer. The excelsior blanket shall be of consistent thickness and the wood fibers shall be evenly distributed over the entire area of the blanket. The top surface of the blanket shall be covered with a plastic netting. The blanket shall be fire resistant when delivered to the job site and shall be nontoxic and noninjurious to plant and animal life. The excelsior blanket shall be furnished in rolled strips and shall meet the following minimum requirements:

Width - 48 inches with a tolerance of one inch wide or narrower.

Weight shall average 0.8 pound per square yard with a tolerance of 10% heavier or lighter.

The excelsior blanket shall be placed vertically or horizontally on the slopes. Ends and sides shall be butted snugly and stapled.

Staples shall be made of 11 gauge minimum wire "U" shaped with 12 inch legs and a one inch crown. Gauge of staples used may vary with soil conditions. The staples shall be driven vertically into the ground, spaced approximately six feet apart, in three rows for each strip with one row along each edge and one alternating parallel row down the center.

10-2.03G PLANTING.--Commercial fertilizer tablet shall be applied at the rate shown on the plans and placed in the plant hole soil near the root ball of each proposed Group U plant at the time of planting in conformity with manufactures instructions.

Attention is directed to "Irrigation Systems Functional Test" of these Special Provisions. Planting shall not be performed in an area until the functional test has been completed on the irrigation system serving that area.

At the time the trees are planted, stakes shall be placed and the plants shall be tied thereto. The size of the stake and the number of ties to be installed shall be as shown on the plans. Stakes shall be placed against but not through the rootball.

Ties shall be a cotton webbing material one inch (1") wide and approximately one-eighth inch (1/8") thick or rubber ties. The webbing shall be placed as shown on the plans.

10-2.03H SEEDING (LAWN).--Lawn seed shall be placed in the areas designated on the plans as "Lawn" in conformance with the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these Special Provisions.

Finish Grading of all planting areas shall be reviewed and approved by the Landscape Architect before any planting is started.

Plant Schedules shown on the drawings are for the Contractor's convenience only. The Contractor shall confirm all quantities and shall plant as required by the Planting Plan when discrepancies exist.

Seed Mix shall be:

Unhulled Bermuda	40%
Creeping Red Fescue	30%
Chewing Fescue	30%

Seed shall be free of coarse Fescue, Orchardgrass and Bentgrass and shall contain less than 0.25% weed.

Lawn Seeding - An even finish grade shall be maintained during

seeding operations to insure proper surface drainage with ridges and depressions removed.

Sow seed at the rate of not less than five pounds of pure viable seed per 1,000 square feet, sowing one-half (1/2) of the amount in each direction. No seeding will be allowed between October 15 and March 15.

Lawn Maintenance - Lawns shall be mowed when grass is three inches (3") high and shall be cut to a height of one and one-half inches (1-1/2"). Lawn shall be mowed as often as necessary to maintain a maximum height of one and one-half inches (1-1/2"). At the time of final acceptance of the work all lawn areas shall be in a weed free and/or neatly mowed condition.

Payment for Highway Planting shall be at the contract lump sum price bid payment shall include full compensation for all labor, tools, equipment, materials and incidentals necessary to complete the item.

10-2.04 PLANT ESTABLISHMENT WORK.--The plant establishment period shall be Type 2 and shall be not less than 20 working days.

Start of Maintenance Period Inspection - After all planting work is completed, the Contractor shall verbally schedule an inspection with the Landscape Architect. The Landscape Architect shall test the irrigation system for coverage and review all plant materials for proper installation. The written approval of the completed work by the Landscape Architect shall establish the beginning of the maintenance period. No partial approvals will be given.

Pre-Final Inspection - Three (3) weeks after the start of maintenance inspection, the Landscape Architect will conduct a pre-final inspection. The Parks Superintendent and the maintenance personnel who will be responsible for the project will be present to acquaint them with the operational requirements of the project. At this time, all systems will be tested, and a punch list will be prepared and presented to the Contractor.

Final Inspection - One (1) week after the pre-final inspection, or at a later date as requested by the Contractor, a final inspection will be held. If all items listed on the punch list are corrected and no other problems have developed the project will be accepted and the Contractor will be relieved of responsibility for the work except for warranties or guarantees. The Contractor shall verbally schedule the final inspection with the Landscape Architect, giving him forty-eight (48) hours notice.

Days during the plant establishment period in which any electric automatic irrigation component is operated manually will not be credited as plant establishment working days, unless such manual operation has been permitted by the Engineer or is within the five day period specified under "Irrigation Systems" elsewhere in these Special Provisions for repairing any malfunction or damage to the irrigation systems.

Weeds shall be controlled by any method conforming to the specifications for this contract.

Disposal of mowed material will be required.

The Contractor, at his expense, may use plants of a larger container size than those originally specified for replacement plants.

Lawn areas shall be mowed in conformance with the provisions under "Seeding (Lawn)" elsewhere in these Special Provisions.

At the time of acceptance of the project, all lawn areas shall be in a nearly mowed condition. All planting areas shall be fertilized as specified in the Special Provisions.

Payment - Payment for Plant Establishment shall be at the contract lump sum price bid and shall include full compensation for all labor, tools, equipment, materials and incidentals necessary to complete the item.

10-2.05 IRRIGATION SYSTEMS.--Irrigation systems shall be furnished and installed in accordance with the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications and these Special Provisions.

All materials for the irrigation systems, unless otherwise provided for, shall be commercial quality.

Concrete for irrigation facilities, unless otherwise provided for, shall be produced from commercial quality aggregates and cement and shall contain not less than 470 pounds of cement per cubic yard. Hand mixing of the concrete will be permitted. Exposed top surfaces of the pad shall have a medium broom finish applied parallel to the long dimension of the pad.

Repair of the irrigation system shall be made within five working days of a malfunction or damage to any portion of the systems.

Angle pattern (bottom inlet) control valves shall be installed with a union on the discharge side of the valve. Straight pattern (side inlet) control valves shall be installed with a union on the inlet and discharge side of the valve. Unions may be an integral part of the valve body.

Risers and nipples for irrigation facilities shall be Schedule 80, PVC 1120, polyvinyl chloride pipe conforming to the requirements of ASTM Designation: D 1785, unless otherwise provided in these Special Provisions or shown on the plans.

Irrigation supply line and electrical conduit installed in a common trench shall not be installed above each other.

Primers and paints for application on metal surfaces shall be the best quality grade of the specified types as regularly manufactured by a recognized coating manufacturer. Thinners and coloring tints shall conform to the coating manufacturer's recommendations. Coatings shall not be thinned except as required for application.

Coats for each coating system shall be compatible with one another and shall be made by the same manufacturer. Testing of primers and paints will not be required.

The third paragraph of Section 20-2.15B(1), "Plastic Pipe Supply Line," of the Standard Specifications is amended to read:

Threaded fittings and fittings to be solvent cemented to plastic pipe supply line shall be injected molded PVC, Schedule 40, conforming to the requirements of ASTM Designation: D 2466.

Section 20-2.28, "Gate Valves" of the Standard Specifications is amended to read:

Gate valves shall be either flanged, threaded or ring type, iron or bronze body, bronze trimmed valves with rising (internally threaded) or nonrising stem, and shall withstand a minimum cold water working pressure of 150 pounds per square inch.

Testing of Irrigation System - After laying and before backfilling and compacting of irrigation mains and laterals, they shall be tested for leakage and for sprinkler coverage.

A. **Leakage Test For Irrigation Main** - The section of main to be tested shall be flushed to remove all air from the line, capped and tested under full static pressure for a minimum of four (4) hours. Any leaks which develop in the portion of the system being inspected shall be repaired and all defective material shall be replaced.

At the Contractor's option a one hour pressure test of 100 PSI may be substituted for the above test.

The Contractor shall provide the necessary pump and equipment required for this test.

B. **Leakage Test For Irrigation Laterals** - Laterals shall be tested as specified above except that the test period shall be a minimum of one (1) hour. The pipe shall be plugged or capped where sprinklers are to be installed while making this test. Minor leaks in the swing joints and sprinkler riser assemblies will be permitted.

C. **Sprinkler Coverage Test** - The risers for sprinklers on slopes shall be set approximately perpendicular to the slope. Each series of sprinklers shall be installed and test operated. Nozzles of all sprinklers and bubblers shall be adjusted for proper rate of flow and coverage. Sprinklers or bubblers shall be relocated as required to produce uniform coverage.

Extra sprinklers or bubblers required to produce uniform coverage as determined by the Landscape Architect shall be paid for as extra work.

10.2.04A **Valve Boxes** - Valve boxes shall be either precast portland cement concrete or plastic. Plastic valve boxes shall be manufactured by the same company.

Plastic valve boxes installed in areas with slopes steeper than 4:1 shall be of sufficient rigidity that when designated concentrated force is applied perpendicularly to the midpoint of one of the long sides at the top while the opposite long side is supported by a rigid surface, the cover can be removed without the use of tools. The designated concentrated force shall be 150 pounds for a box with cover dimensions up to 12" to 17" and shall be 100 pounds for a box with dimensions larger than 12" x 17."

Covers for plastic valve boxes shall be plastic.

Covers for concrete valve boxes shall be concrete.

10-2.05B ELECTRIC AUTOMATIC IRRIGATION COMPONENTS.--

10-2.05B(1) CONTROLLER.--Electric automatic controller shall be single, independent controllers conforming to the following:

1. Controllers shall be fully automatic and shall be capable of operating a complete 14 day or longer irrigation program.
2. A switch or switches shall be provided on the face of the control panel that will turn the controller on or off and provide for automatic or manual operation. Manual operation shall allow activation of a single station.
3. The watering time of each station shall be displayed on the face of the control panel.
4. The controller and the low voltage output source shall be protected by fuses or circuit breakers.
5. Controller mechanism, panel, and circuit board shall be connected to the low voltage control and neutral conductors by means of plug and receptacle connectors located in the controller enclosure.
6. Each station shall have a variable or incremental timing adjustment with a range of one to a minimum of 60 minutes.
7. Each controller shall be capable of a minimum of two program schedules.

10-2-05B(2) ELECTRIC VALVES.--Electrical remote control valves shall conform to the following:

1. Electric remote control valves shall be brass or bronze.
2. Valves shall be normally closed.
3. Valves shall be completely serviceable from the top without removing the valve body from the system.
4. Valves shall be equipped with a device that will regulate and adjust the flow of water and shall be provided with a manual shutoff. The manual shutoff shall be operated by a cross handle.
5. Valve solenoids shall operate on the low voltage AC circuit supplied by the Controller.
6. Valves shall be angle pattern (bottom inlet) or straight pattern (side inlet) as shown on the plans.

7. Valves shall be provided with a manual bleeding device.

8. Valves shall be equipped with an internal diaphragm installed in the valve body casting.

10-2.05B(3) CONDUCTORS AND PULL BOXES.--Low voltage as used in this section "Conductors and Pull Boxes" shall mean 36 volts or less.

Splices for low voltage neutral and control conductors shall conform to the provisions in Sections 86-2.09C, "Connectors and Terminals," 86-2.09D, "Splicing, and 86-2.09E, "Splice Insulation," of the Standard Specifications, except "Method B" splice insulation as shown on the plans shall not be used and tape for insulating splices shall be a polyvinyl chloride type.

The Contractor, at his option, may use other types of splice sealing materials and methods provided such materials and methods have been approved in writing by the Engineer prior to the installation of any connectors.

The color of low voltage neutral and control conductor insulation shall be homogeneous throughout the entire thickness of the insulation.

10-2.05B(4) CONDUITS.--Unless otherwise specified, conduit installed under pedestrian walks and paved areas within landscape project limits may be PVC Class 200 solvent weld pipe.

All underground conduits shall be not less than three-fourth inch (3/4") in diameter. It will be the privilege of the Contractor, at his own expense, to use larger size conduit if desired. Where larger size conduit is used, it shall be for the entire length of the run from outlet to outlet. No reducing couplings will be permitted in any run. All conduit bends, except factory bends, shall have a radius of not less than six times the inside diameter of the conduit. Where factory bends are used, conduit shall be bent with approved hydraulic binder, without crimping or flattening, using the longest radius practicable.

Conduit entering controller cabinet or service cabinet shall be sealed to prevent the entrance of gases by the use of paraffin or other sealing compound approved by the Engineer. Before any wire is pulled in the conduit system, all conduit shall be swabbed out to remove any foreign material that is in the conduit. The removal of foreign material from the conduit. The removal of foreign material from the conduit with compressed air is approved.

10-2.05B(5) ELECTRIC AUTOMATIC CONTROLLER ENCLOSURE CABINET.--Wall mounted controller enclosure shall be housed in a controller enclosure cabinet. Controller enclosure cabinet shall be constructed and the equipment within the cabinets shall be installed in conformance with the details shown on the plans and these Special Provisions.

10-2.05B(6) ELECTRIC SERVICE (IRRIGATION).--Electric service (irrigation) for the electric automatic irrigation

controllers shall be performed in accordance with the provisions in Section 20-5.027E, "Service," and Section 86-1.02, "Regulations and Code," of the Standard Specifications, the details shown on the plans, and these Special Provisions.

Conduit shall conform to the provisions in Section 86-2.05, "Conduit," of the Standard Specifications, except covers of pull boxes shall be inscribed "ELECTRIC SERVICE."

Details shown on the plans for service equipment enclosures may be varied at the option of the Contractor and upon approval of the Engineer.

Each enclosure shall be finished as provided for service equipment cabinets in Section 86-2.16, "Painting," of the Standard Specifications, except the finish shall be a ranch green color.

The following equipment shall be furnished and installed in each enclosure:

1. Service and spare disconnects shall be single-pole, 240-volt, 15-ampere trip, molded case circuit breakers with insulated groundable neutral. The interrupting capacity of the breakers shall be 10,000 amperes (symmetrical) at 240 volts.
2. Fuse shall be a quick blowing type fuse. Each fuse and knob shall be in one piece and the holder shall have its corresponding rating inscribed thereon. The current rating shall be as shown on the plans.
3. Terminal blocks shall be 20-ampere, molded plastic with two or more mounting holes and two or more terminals in each cast block.

The molded plastic shall have a high resistance to heat, electrical potential, moisture, and mechanical shock and shall have a smooth and even surface. Each block shall have a molded marking strip attached with screws. The identifying numbers of the terminating wires, as shown on the Connector's working drawings, shall be engraved in the marking strip. Terminal blocks shall have tubular, high pressure clamp connectors.

10-2.05C IRRIGATION PIPE.--

10-2.05C(1) STEEL PIPE.--Steel pipe, risers, couplings, and fittings shall conform to the provisions in Section 20-2.15A, "Steel Pipe," of the Standard Specifications, except that the weight of the zinc coating shall be a minimum of 90 percent of that specified in ASTM Designation: A 120.

10-2.05C(2) PLASTIC PIPE.--Plastic pipe supply line shall be polyvinyl chloride (PVC) 1120 or 1220 pressure rated pipe with minimum pressure ratings (PR) as shown on the plans.

The first paragraph of Section 20-2.15B(1), "Plastic Pipe Supply Line," of the Standard Specifications is amended to read:

20-2.15V(1) PLASTIC PIPE SUPPLY LINE.--Plastic pipe supply line shall be polyvinyl chloride (PVC) of the types and classifications shown on the plans or specified in the special provisions. Plastic pipe supply line shall be approved by the National Sanitation Foundation and shall conform to the requirements of either ASTM Designation: D2241 or D 2672, except that plastic pipe supply line with a bell socket formed as an integral part of the pipe for use with rubber ring gaskets shall conform to the requirements of ASTM Designation: D2241. The belled portion of said pipe for use with rubber ring gaskets shall conform to the requirements of ASTM Designation: D3139, except for the dimensional ration, shall be formed to maintain uniformity in alignment and roundness and shall be free of irregularities and defects.

The wall thickness of the bell shall be not less than the specified minimum wall thickness of the pipe or not less than the minimum thickness that will provide a joint assembly with a Hydrostatic Design Basis Category not lower than that of the Hydrostatic Design Basis Category of the pipe.

Bell end pipe conforming to ASTM Designation: D2672 may be marked with either ASTM Designation: D2672 or D 2241. Gasketed bell end pipe shall be marked in accordance with ASTM Designation: D2241.

Schedule 40 and Schedule 80 plastic pipe supply line shall conform to the requirements of ASTM Designation: D1785.

Plastic pipe supply line with rubber ring gasket type joints shall be installed at least 24 inches below the finished grade, measured to the top of the pipe.

Plastic pipe supply line with solvent cemented type joints shall be installed at least 12 inches below the finished grade, measured to the top of the pipe.

A nonhardening joint compound applied in accordance with the manufacturer's instructions may be substituted for the pipe thread sealant tape specified in Section 20-5.03E, "Pipe," of the Standard Specifications.

Plastic pipe supply line and fittings that are on the supply side control valves and are two inches or larger in diameter shall be the rubber ring gasket type, except when supply line with a PR of 315 pounds per square inch is required.

10-2.05D BACKFLOW PREVENTER ASSEMBLY.--A backflow preventer assembly shall be as shown on the plans. All components of the backflow preventer assemblies shall be capable of withstanding a cold water working pressure of 150 pounds per square inch.

Backflow prevention assemblies shall consist of two (2) check valves, inlet and discharge shutoffs, and field testing cocks. Check valves shall have resilient seating and stainless steel hinge pins.

Shutoff valves shall be flanged type or threaded type, iron body, brass-trimmed hose wedge gate valves with nonrising stems, wheel handles, and shall withstand a coldwater working pressure of 200 pounds per square inch. Flanged valves shall be installed with one sleeve or flanged-coupling adapter. Backflow prevention assembly shall be the same size as the pipeline in which it is installed.

Backflow prevention assemblies shall be installed in a concrete box as shown on the drawings.

Assemblies three inches (3") and larger may be assembled by the Contractor, provided the checks meet AWWA Standard C-508 - "Swing Check Valves For Ordinary Service."

Fittings and pipe shall be galvanized steel unless otherwise shown on the plans.

10-2.05E SPRINKLERS.--Sprinklers shall be the type shown on the plans and as specified herein.

10-2.05E(1) TYPE A-1 FULL CIRCLE SPRINKLER - Shall be dual nozzle rotor pop-up and shall be capable of covering a forty-three foot (43') radius when operating at forty (40) pounds per square inch with a discharge of 11.7 gallons per minute. The arc of coverage shall be 360 degrees. The rotation shall be accomplished by a nonsplash horizontally oscillating arm. The entire assembly shall be removable from the top of the case as a unit. Sprinklers shall have a heavy duty stainless steel retract spring to insure positive pop-down and shall be of brass or bronze construction except that the arm spring and fulcrum pin shall be stainless steel. Sprinkler case shall be brass, bronze, cast iron or plastic. Covers shall be brass, bronze or aluminum construction. Sprinklers shall be installed with swing joint assembly.

10-2.05E(2) TYPE A-2 PART CIRCLE SPRINKLER - Shall be single nozzle rotor pop-up and shall be capable of covering a forty-two foot (42') radius when operating at forty (40) pounds per square inch with a discharge rate of 5.3 gallons per minute. The arc of coverage shall be adjustable from twenty degrees (20°) to three hundred forty degrees (340°). The nozzle shall have an adjustable pin for distance and stream breakup control. The rotation shall be accomplished by a nonsplash horizontally oscillating arm. The entire internal assembly shall be removable from the top of the case as a unit.

Sprinklers shall have a heavy duty stainless steel retract spring to insure positive pop-down and shall be of brass or bronze construction, except that the locking collar fulcrum pin and outer trip pin with spring shall be stainless steel. Sprinkler case shall be brass, bronze, cast iron or plastic. Covers shall be brass, bronze or aluminum construction. Sprinkler shall be installed with swing joint assembly.

10-2.05E(3) TYPE B SPRINKLER - Sprinkler shall be a commercial quality high pop-up lawn sprinkler of all brass or bronze construction with one-half inch (1/2") female pipe connection. Sprinklers shall be full circle, half circle, third circle and quarter circle types. The sprinkler shall be fully adjustable and shall deliver approximately 5.4 gallons per minute, 3.1 gallons per minute, 2.0 gallons per minute and 1.6 gallons per minute respectively, evenly distributed over not less than a fifteen foot (15') radius at an operating pressure of thirty (30) pounds per square inch at the sprinkle head.

10-2.05E(3) TYPE C SPRINKLER - Shall be a shrub sprinkler of all plastic and stainless steel construction with three-fourth inch (3/4") NPT pipe connection. Sprinklers shall be full circle, half circle, quarter circle, and special arc 140.. The sprinkler shall be fully adjustable and shall deliver approximately 8.0 gallons per minute, 4.0 gallons per minute, 2.0 gallons per minute and 3.11 gallons per minute respectively, evenly distributed over not less than a forty-two foot (42') radius at an operating pressure of forty (40) pounds per square inch at the sprinkler head. Sprinklers shall be installed with a check valve to prevent low head drainage and with a swing joint assembly.

10-2.05E(4) TYPE D SPRINKLER - Shall be a shrub sprinkler of all plastic and stainless steel construction. Sprinklers shall be full circle, half circle, quarter circle and special arc 157.5.. They shall be capable of delivering approximately 2.28 gallons per minute, 1.14 gallons per minute, .57 gallons per minute, and 1.0 gallon per minute, respectively, evenly distributed not less than a sixteen foot (16') radius at an operating pressure of thirty-five (35) pounds per square inch at the sprinkler heads. Sprinklers shall be installed with a check valve to prevent low head drainage and with a swing joint assembly.

10-2.05F QUICK COUPLING VALVE - Shall be of one (1) piece brass or bronze construction, single slot type with one inch (1") threaded pipe connection and 1-1/4" key connection, guaranteed to withstand normal working pressure of 150 pounds per square inch without leakage. Quick Coupling Valves shall be installed a minimum of one foot (1') from curbs and sidewalks. Quick Coupling Valves shall be installed with swing joint assembly.

10-2.05G SWING JOINT ASSEMBLIES - Swing joint assemblies shall be constructed of galvanized steel pipe and marlex

fittings. All joins of swing joint assemblies shall be tightened one (1) turn beyond hand tight.

Payment for the item "Irrigation Supply System" shall be made at the contract lump sum price. Such payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in installing and testing of the Irrigation Supply System as required herein, or on the plans.

SECTION 10-3. SIGNALS AND LIGHTING

10-3.01 DESCRIPTION OF WORK--Modifying and installing traffic signal, highway lighting, traffic signal interconnect and fire alarm conductors and conduit shall conform to the provisions in Section 86, "Signals and Lighting," of the Standard Specifications and these Special Provisions.

Traffic signal and street lighting work is to be performed along the connector road and at the Intersection of La Riviera Drive and connector road

10-3.02 SCHEDULING OF WORK. The Contractor shall not perform any electrical work above ground at any one location until all electrical materials for that location have been received by the Contractor. The Contractor may place electrical service pedestals and underground materials such as conduit, pull boxes and foundations.

10-3.03 EQUIPMENT LIST AND DRAWINGS.--The controller cabinet schematic wiring diagram and intersection sketch shall be combined into one drawing, so that when the cabinet door is fully open the drawing is oriented with the intersection.

The Contractor shall furnish a maintenance manual for all controller units, auxiliary equipment, vehicle detector sensor units, control units and amplifiers. The maintenance manual and operation manual may be combined into one manual. The maintenance manual or combined maintenance and operation manual shall be submitted at the time the controllers are delivered for testing or, if ordered by the Engineer, previous to purchase. The maintenance manual shall include, but need not be limited to, the following:

1. Specifications
2. Design characteristics
3. General operation theory
4. Function of all controls
5. Trouble shooting procedure (diagnostic routine)
6. Block circuit diagram
7. Geographical layout of components
8. Schematic diagrams
9. List of replaceable component parts with stock numbers

One (1) complete set of controller maintenance manuals, operation manuals and cabinet circuit diagrams shall be delivered to the Engineer fourteen (14) working days prior to intersection turn on.

Only one (1) set of as-built plans will be required. A full size set of prints shall be upgraded daily as the work progresses. Said set of

plans shall be available for inspection at any time and upon completion of the project the plans shall be delivered to the Engineer as the as-built plans.

10-3.04 MAINTAINING EXISTING AND TEMPORARY ELECTRICAL SYSTEMS.--Traffic signal system shutdowns shall be limited to periods between the hours 8:30 am and 3:30 pm.

Existing electroliers shall be maintained in operation until new electroliers are placed in operation.

New traffic signal heads shall be covered with burlap tied securely until the signal system is placed in operation.

The Contractor shall notify the Engineer five (5) working days prior to a traffic signal intersection shutdown.

The City will provide, at no cost to the Contractor, personnel required for traffic control during intersection shutdown.

The Contractor shall notify the Engineer five (5) working days prior to a disruption of the fire alarm circuits.

The maximum allowable time of disruption of the fire alarm circuit shall be eight (8) hours.

10-3.05 FOUNDATIONS.--Portland cement concrete shall conform to Section 90-10, "Minor Concrete," of the Standard Specifications and shall contain not less than 564 pounds of cement per cubic yard.

When a foundation is to be abandoned the top of foundation, anchor bolts and conduits shall be removed to a minimum depth of two feet (2') below the surface of sidewalk or unimproved ground. The resulting hole shall be backfilled with material equivalent to the surrounding material.

Open foundation excavations to remain overnight shall be covered with three-fourth inch (3/4") minimum thickness, exterior grade, plywood and lighted barricade shall be placed on the plywood over the excavation.

10-3.06 STANDARDS, STEEL PEDESTALS AND POSTS.--Where the plans refer to the side tenon detail at the end of the signal mast iron, the applicable tip tenon detail may be substituted.

The exact locations of standards shall be determined by the Engineer. Existing standards not reused in the modified systems shall be removed and salvaged.

10-3.07 CONDUIT.--The first paragraph in Section 86-2.058, "Use," of the Standard Specifications is amended to read:

Conduit to be installed on the surface of poles or structures or other exposed locations or in concrete structures and foundations shall be the rigid metal type. Exposed conduit installed on a painted structure shall be painted the same color as the structure. The conduit run between the structure and the nearest pull box shall be of the rigid metal type.

The fourth sentence in the third paragraph in Section 86-2.05C, "Installation," of the Standard Specification is amended to read:

When a standard coupling cannot be used for coupling metal type conduit, a UL listed threaded union coupling, concrete-tight split coupling or concrete type set screw coupling shall be used.

Insulated bonding bushings will be required on metal conduit.

When rigid nonmetallic conduit is placed in a trench (Not under pavement), the trench shall be backfilled with commercial quality concrete, containing not less than 376 pounds of cement per cubic yard to not less than four inches (4") above the conduit before additional backfill material is placed.

After conductors have been installed, the ends of conduits terminating in service and controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit street crossings are to be installed by jacking or drilling, as provided in Section 86-2.05C, "Installation" of the Standard Specifications, and if delay to any vehicle will not exceed five (5) minutes, conduit may be installed by the trenching method as follows:

TRENCHING INSTALLATION OF CONDUIT.--Conduit shall be placed under existing pavement in a trench approximately two inches (2") wider than the outside diameter of the conduit to be installed. Trench shall not exceed six inches (6") in width. Conduit depth shall not exceed 12 inches or conduit nominal diameter plus 10 inches, whichever is greater, except that at pull boxes the trench may be hand dug to required depth. The top of the installed conduit shall be a minimum of nine inches (9") below finish grade.

The outline of all areas of pavement to be removed shall be cut to a minimum depth of three inches (3") with an abrasive type saw or with a rock cutting excavator specifically designed for this purpose. Cuts shall be neat and true with no shatter outside the removal area.

The conduit shall be placed in the bottom of the trench and the trench shall be backfilled with commercial quality concrete, containing not less than 564 pounds of cement per cubic yard, to not less than 0.10 foot below the pavement surface. The top 0.10 foot shall be backfilled with asphalt concrete produced from commercial quality paving asphalt and aggregates.

Spreading and compacting of asphalt concrete shall be performed by any method which will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.

Excavation, installation of conduit and concrete backfill shall be completed within the same working day. Asphalt concrete backfill shall be completed within 24 hours after excavation of trench.

Exterior and interior surfaces of rigid steel conduit and fittings shall be uniformly and adequately zinc coated by the hot-dipped galvanizing process conforming to the requirements of ASTM Designation: A 123. The interior and exterior of a six inch (6") sample cut from the center of standard length of conduit when tested in accordance with the applicable portions of ASTM Designation: A 239 shall not show a fixed deposit of copper after four (4) one minute immersions in the standard copper sulphate solution.

Existing rigid galvanized steel conduit to be intercepted and extended shall be extended with hot dipped galvanized rigid steel conduit of like size.

When a conduit is shown on the Plans as lying in a straight line parallel to the curb line, sidewalk or pavement edge, it shall not deviate more than six inches (6") to either side of the designated straight parallel line.

The installation of conduit in paved streets, sidewalk areas and driveways shall be installed by jacking or drilling methods in conformance with the following:

In sidewalk areas, conduit shall be placed to a depth of not less than eighteen inches (18") below the sidewalk grade.

In paved street and driveway areas, conduit shall be placed to a depth of not less than thirty inches (30") below finished grade.

In order to determine that conduit is laid to the correct depth and in as straight a line as possible, the Contractor shall cause test or pilot holes to be dug at a spacing of not over seventy-five feet (75') and no such hole shall be backfilled until approved by the Engineer.

All open trench and jacking pit holes to remain overnight shall be covered as specified to open foundation excavations under "Foundations" of these Special Provisions. Said open trenches and jacking pit holes shall be backfilled within seventy-two (72) hours after excavation.

Installation of conduit in lawn areas shall be done by approved boring method or by trenching. If the trenching method is used, the Contractor shall first remove the sod before trenching. The removal of sod over jack holes or over trenches shall be done by a sod cutting machine. Removal of sod by other means will not be permitted. Each strip of sod removed shall be rolled over into a neat roll without damage. All sod removed shall be replaced within forty-eight (48) hours.

Conduits terminating in standards or pedestals shall terminate one and one-half inch (1-1/2") above finish grade.

All conduit terminating in pull boxes, standards, pedestals and service cans shall rise vertically and shall not slope in any direction. Conduit terminating in pull boxes shall terminate at a point five inches (5") minimum and seven inches (7") maximum (5" to 7") below the bottom of the pull box cover.

Conduit entering Type 1-B standards from the adjacent pull box shall be one and one half inch (1-1/2") diameter unless otherwise shown on the plans.

10-3.08 PULL BOXES.--Grout in bottom of pull boxes will not be required. Recesses for suspension of ballasts will not required.

Where the sump of an existing pull box is disturbed by the Contractor's operation, the sump shall be reconstructed and, if the sump was grouted, the old grout shall be removed and new grout placed.

Plastic pull boxes will not be allowed.

Pull boxes installed in area other than sidewalk areas, shall have six

inch (6") wide concrete pad installed surrounding the pull box to its full depth.

10-3.09 CONDUCTORS AND WIRING.--Conductors shall be spliced and insulated in the following manner:

- a. The exposed ends of the conductors shall be joined together and twisted to form a tight bundle.
- b. An appropriate sized spring connector shall then be attached.
- c. The splice shall be completely encapsulated by the dipping method with a protective coating that will resist oil, acids, alkalies and corrosive atmospheric conditions.
- d. The splice shall then be wrapped with five (5) layers of approved pressure sensitive, adhesive, PVC electrical tape.
- e. The splice will then be given one more protective coating as shown on step three (3) above.

The use of pin and receptacle, locking type connectors will not be permitted.

Multiple circuit conductors shall conform to the provisions in Section 86-2.088, "Multiple Lighting Conductors," of the Standard Specifications.

The first sentence of the second paragraph of Section 86-2.09A, "Circuitry," of the Standard Specifications is amended to read:

All control circuit conductors shall be run continuously without splices from a terminal block located in a cabinet, compartment or signal head, to a similar located terminal block.

Interconnect cable shall conform to Rural Electrical Association Specification: PE-22 polyethylene insulated and jacketed telephone cable. The cable shall consist of six (6) twisted pairs of No. 19 solid copper conductors. Prior to delivery of the cable the Contractor shall furnish the Engineer a certified report of the tests made on the cable to show compliance with the above mentioned specification. Each end of the cable shall be properly sealed against moisture intrusion and shall be protected against injury.

10-3.09A CABLE INSTALLATION - Cable shall be installed in conduit between termination points. Termination points are identified as controller cabinets. A minimum of five feet (5') of slack cable shall be left coiled in each pull box and at each termination point. The ends of all cables shall be taped and made waterproof by dipping in an approved sealer prior to being installed in conduit and prior to being left overnight.

Splicing will be allowed at not less than five hundred foot (500') intervals and only at pull boxes.

10-3.09B CABLE TESTING AFTER INSTALLATION - The interconnect cable shall be installed and ready for cable testing (as specified below) twenty (20) working days prior to anticipated use of said cable.

East insulated conductor in length of completed cable, with all

other insulated conductors grounded and shield grounded, shall have an insulation resistance of not less than:

Cable Lengths	500 ft.	1,000 ft.	1,500 ft.	2,000 ft.
Megohms	500	250	160	125

This test shall be made using a 500 volt megohm meter applied for one (1) minute. The test may be terminated within the minute as soon as the measurement demonstrates that the specified value has been met or exceeded.

The d.c. resistance of each pair shall be measured by connecting each pair together at one end of the cable and the loop resistance measured at the other end. The maximum resistance shall not be greater than:

Cable Lengths	500 ft.	1,000 ft.	1,500 ft.	2,000 ft.
Ohms	20	40	60	80

If the cable being tested fails any one or more of the above tests, then the Contractor shall seek out and repair the failure immediately. No extension of time or compensation will be allowed for repair of failure. All tests and corrections of failures shall be documented and shall be available for future reference.

Splicing of interconnect cable shall be with an approved splicing kit for signal and data cables.

10-3.10 BONDING AND GROUNDING.--Grounding jumper shall be attached by a 3/16" or larger brass bolt in the signal standard or controller pedestal and shall be run to the conduit, ground rod or bonding wire in adjacent pull box.

Grounding jumper shall be visible after cap has been poured on foundation. Equipment grounding conductors will not be required in conduit containing loop lead-in cables only.

10-3.11 SERVICE.--The twelfth (12th) paragraph in Section 86-2.--, "Service," of the Standard Specifications is amended to read:

Except for falsework lighting and power for the Contractor's operation, upon written request by the Contractor, the Engineer will arrange with the serving utility to complete service connections for both temporary and permanent installations and the State will pay all costs and fees required by the utility. Such request shall be submitted not less than fifteen (15) days before service connections are required.

The electrical services for the traffic signal and street lighting systems will be from Sacramento Municipal Utility District facilities as shown on the plans. Service voltages will be 120/240 volts, three (3) wire. One (1) new service pedestal will be required as shown on the plans.

The service pedestal shall consist of a removable metering section and a service section. Metering section shall be complete with SMUD approved meter socket, steel socket cover and manual circuit closing device. An existing service pedestal shall be removed and salvaged.

After fabrication the pedestal shall be hot dipped galvanized in conformance with the State Standard Specification Section 75-1.05, "Galvanizing."

After galvanizing, no surface of the pedestal shall be deflected inward or outward more than 1/16" measured from the intended plane of surface.

Mounted in the service pedestal shall be the following equipment:

1. Two (2) 60 ampere circuit breakers for traffic signal.
2. Six (6) 40 ampere circuit breakers for street lighting.
3. One (1) 15 ampere circuit breaker for pedestal control circuit.
4. Two (2) four-pole, 30 ampere mechanically held, full rated lighting contactors with coil clearing contacts. Coil voltage should be 120 volts 60 hz. The lighting contactors shall conform to the following:
 - a. Each lighting contactor shall be of the single coil, electrically operated mechanically held type. Positive locking shall be obtained without the use of hooks, latches or semipermanent magnets. Control stations will be required to make but not break the operating coil current.
 - b. Main contacts shall be double break silver to silver type protection by arcing contacts. Contacts shall be self aligning and renewable from the front of the panel.
 - c. Control connections shall be clearly marked "L" for line wire, "C" for closing wire and "O" for opening wire. A manual operating lever shall be included.
 - d. Contactor shall be Underwriters' Laboratories listed as full load rating for use with gas filled tungsten filament lamps.
5. Two (2) 10 ampere double pole, double throw control relays shall be plugged in type with eight (8) point industrial sockets.
6. One (1) oil tight "Hand-Off-Auto" selector switch.
7. One (1) solid neutral bus.
8. One (1) neutral block.

All provisions for up to a total of 14 single pole branch circuit breakers shall be provided for each service pedestal. This shall include brass links and mounting hardware. Branch circuit panel shall be bussed panel using copper bus bars of 125 ampere capacity with bolt on circuit breakers bolting to the bus bars. Loop wiring will not be accepted.

Street light "ON" and "OFF" control shall be as shown on the plans. All conduits and wires shall be furnished by the Contractor.

The Contractor shall notify the Engineer at least five (5) days in advance of the date service is required.

10-3.12 FUNCTIONAL TESTING.--The sixth paragraph in Section 86-2.14C, "Functional Testing," of the Standard Specifications is amended to read:

Except for new or modified lighting circuits and sign illumination systems, the State or local agency will maintain the system or systems during the test period and will pay the cost of electrical energy for the operation of all of the facilities that are undergoing testing. The cost of any necessary maintenance performed by the State or local agency, shall be at the Contractors expense and will be deducted from any monies due, or to become due to the Contractor.

The functional test for each lighting system shall consist of not less than 14 days. If unsatisfactory performance of the system develops, the conditions shall be corrected and the test shall be repeated until the 14 days of continuous, satisfactory operation is obtained.

In addition to the requirements in Section 86-2.14, "Testing" of the Standard Specification, the Contractor shall ascertain that:

1. All standards are tightly secured.
2. All standards are true.
3. All standards are grounded with copper ground wire or strap with brass bolts and washers.
4. All conduit stubs are bonded.
5. All conduit stubs and all exposed threads are painted.
6. All splices are taped and painted.
7. All circuits are identified as shown on the plans.

The insulation resistance test shall be performed on inductive loop detector wires prior to connecting to the lead-in cable and at the controller cabinet following completion of all splicing of lead-in cables.

10-3.13 TYPE 90 CONTROLLER ASSEMBLIES.--The convenience receptacle shall have ground-fault circuit interruption as defined by the Code. Circuit interruption shall occur on six (6) milliamperes of ground-fault current and shall not occur on less than four (4) milliamperes of ground-fault current.

Type 2 or Type 3 detector disconnect shall conform to the following:

With Type 2 detector disconnect, a call shall be placed on its associated phase when the detection area is occupied and the phase is red.

Type 3 detector disconnect shall operate as specified for Type 2 disconnect except calls shall not be placed after a preset period (adjustable from 0-30) seconds) of the phase green has expired. The same timer shall limit all calls on one phase.

The Contractor shall arrange to have a signal technical, qualified to work on the controller unit and employed by the controller unit manufacturer or his representative, present at the time the equipment is turned on.

New traffic signal controller assemblies (Type 90) shall be provided and installed at the Intersection of La Riviera Drive and connector road

10-3.13A TRAFFIC SIGNAL CONTROLLER ASSEMBLY, TYPE 90

10-3.13A(1) CONTROLLER UNIT - The controller unit shall be a microprocessor based controller with all necessary components and software to provide for traffic intersection control as defined by these specifications.

10-3.13A(2) KEYBOARD ENTRY - The keyboard shall be used to set, edit and/or observe all controller timing.

10-3.13A(3) CONTROL - The controller unit shall be capable of the following minimum control options set from the keyboard and/or external logic signals:

- a. Two (2) to eight (8) vehicle phases with the capabilities of pedestrian timing on all phases.
- b. Railroad preempt
- c. Three (3) channel emergency vehicle preempt
- d. Seven (7) or nine (9) hard wire interconnect
- e. Control by external master
- f. Real time clock/calendar
- g. Internal modem for two (2) or four (4) wire interconnect

10-3.13A(4) CONTROL OPTION CAPABILITIES--The control options shall be capable of the following.

10.3.13A(4)a. PHASING - The following intersection phasing shall be settable from the front of the controller by keyboard entry or by pin programming.

Function

Vehicle phases
Pedestrian phases
Detector density timing
Exclusive phase timing
Nonactuated I phases
Nonactuated II phases
Dual entry phases
Red rest
Simultaneous gap
Red revert
Overlaps may be associated with Phases 1 - 8

10-3.13A(4)b. CLOCK - Real time clock/calendar shall display day of week, month, day, year, hours, minutes, seconds of the controller internal clock.

10-3.13A(4)c. TIME BASE COORDINATOR (T.B.C.) - Shall be capable of controlling 1 - 4 cycle lengths, 1 - 4 offsets, 1 - 4 splits, 1 - 8 lag sequences.

10-3.13A(4)d. RAILROAD PREEMPT - Railroad preemption shall have the following intervals selectable:

<u>Interval</u>	<u>Meaning</u>
1	Delay time before EE preempt assumes control
2	Yellow or red clearance as normally timed by phases
3	Track green phases are green
4	Yellow or red clearance as normally timed by phases
5	Preempt phases are green or flash
6	Yellow time, as programmed following flash; or normal yellow or red clearance, as timed by phases
7	Red time as programmed following flash

Following RR preemption, vehicle and pedestrian calls are placed as programmed by RET VEH CALLS and RET PED CALLS.

Pedestrian indications shall be dark if flashing mode is selected for Internal 5.

10-3.13A(4)e. EMERGENCY VEHICLE PREEMPTION (EVP) - EVP shall have the following intervals and functions:

1. Delay Time - Delay time prior to start of EVP
2. Hold Time - During delay time, time to omit peds or hold in the EVP phases
3. EVP phases - 1 - 8
4. EVP Min. Time - Minimum time for EVP phases
5. EVP Ped Clearance Timing

10-3.13A(4)f. CONTROL BY EXTERNAL MASTER - The controller shall have the capability of control by an external Master System.

The controller shall have either an internal modem to allow two (2) or four (4) wire interconnect and communication between the master and the intersection controller.

All PROM and CPU Integrated Circuits shall be mounted in sockets and shall be removable without tools. Controller manufacturers software modifications made during one year following acceptance of the contract shall be made available to the City at no charge.

10-3.13A(5) CABINETS - TYPE R - Type R cabinet shall be 12 gauge minimum sheet steel or aluminum and shall be complete in all provisions of eight (8) vehicle phases and four (4) pedestrian phases. Wired harness shall be provided and installed in the cabinet for the installation of inductive vehicle detectors as shown in the section for detectors.

Type R cabinets shall have no terminations below fifteen inches (15") from the bottom of the cabinet.

Circuit board construction for cabinet wiring will not be acceptable.

Mounting hardware, including anchor bolts, shelves and all other appurtenances, shall be provided as required. Steel cabinet shall be painted as follows:

"The finish coat on all interior surfaces shall be 2.5 mil minimum thickness. The finish coat on all exterior surfaces shall be 5 mil minimum thickness and shall be aluminum in color. All coatings shall comply with Paragraph 86-2.16 "Painting of the State Specifications."

Spare terminal strips shall be provided as follows:

<u>Cabinet Type</u>	<u>No. of Terminations</u>
R	30

R Cabinets shall be completely equipped, wired and shall have load switches for eight (8) vehicle phases and four (4) pedestrian phases.

R Cabinets shall be wired to permit operation of both T.B.C. and Unidirectional Master/Slave Real Time Coordination Unit.

10-3.13A(6) LOAD SWITCHES - Load switches shall conform to Section 86-3.080 "Solid-State Switching Devices" of the State Standard Specifications and these Special Provisions.

10-3.13A(7) SOLID STATE FLASHER - The solid state flashing device shall be a dual circuit device with each circuit capable of operating at 20 amperes minimum at +50. C ambient and shall conform to all provisions of the State Standard Specifications.

10-3.13A(8) CONFLICT MONITOR - The fail safe device (Conflict Monitor) for each controller shall conform to Section 86-3.08C "Monitoring Device" of the Standard Specifications and these Special Provisions.

The conflict monitor shall be capable of monitoring a minimum of eight (8) vehicle phases, four (4) pedestrian phases and four (4) overlap phases (16 channels).

The monitor shall have the capability of being connected so that the intersection is held in flashing operation unless the monitor is in the circuit and operating properly. Power failure to the monitor shall cause the intersection to flash.

10-3.13A(9) UNIDIRECTIONAL MASTER/SLAVE REAL TIME COORDINATION UNIT - The solid state interconnect unit (Unidirectional Master/Slave Real Time Coordinator Unit) shall be digital in nature and shall be composed of solid state integrated and discrete circuit components mounted on printed circuit boards which shall be housed in a suitable cabinet.

All switches and programmable counters shall be accessible on the front panel of the cabinet. The interconnect unit shall be interchangeable and compatible with similar units in the City of Sacramento traffic signal system which shall be available for inspection at the City Traffic Signal Maintenance Shop at 5730 24th Street, Sacramento, CA.

The timing functions and operational functions shall be either pin programmable or switch programmable.

In general, the operation of the interconnect will originate at an adjacent intersection at the designated interconnect phase green. By various time delays, holds, and force offs, the interconnected intersection shall be forced to an appropriate green phase to accommodate the oncoming traffic.

The interconnect unit shall operate as follows:

The start of the interconnect cycle shall occur at the initiation of the main street green at the major intersection. This will be the presence of a 120 volt signal defined interconnect green (IG).

There will be five (5) settable timers:

1. Preset timer (P.S.) times interval T_0 to T_1 settable in one (1) second intervals from 0 to 63 seconds. T_0 occurs at the initiation of (IG). At T_0 the (P.S.) timer starts counting down and the programmed ped omits will be activated and held for all five (5) intervals. T_1 occurs at the end of the set (P.S.) timer.

2. Side street minimum green timer (S.S.) times the interval $T_1 - T_2$ - settable in one (1) second increments from 0 to 63 seconds. T_1 also occurs at the beginning of the (S.S.) times and will place a hold on programmed interconnect hold phases. Also, at this time, T_1 phase omits will be placed on the programmed interconnect phase omits and will hold for the duration of the five (5) intervals for each of eight (8) phases.

3. Auxiliary clear timer (AUX) times the interval $T_2 - T_3$ settable in 1/2 second increments from 0 to 7 seven seconds. T_2 also occurs at the beginning of the (AUX)² times and will force off by ring for each of the programmed interconnect phase force offs provided the programmed phase is green for any phases, operator selectable.

4. Main street green timer (M.S.) times the interval from $T_3 - T_4$ which will continue the programmed ped omit,⁴ phase omit, force off and hold functions and is settable in one (1) second increments from 0 to 63 seconds. T_4 is the end of the (M.S.) times.

5. Last car offset timer (L.C.O.) times and continues the conditions of the (M.S.) time interval. The (L.C.O.) timer shall be settable from 0 to 63 second intervals. At the end of (L.C.O.) the controller shall be turned free by the release of all interconnect functions. T_5 is the end of (L.C.O.) timers.

Other conditions are as follows:

Once (I.G.) start has been established, the four times (P.S.), (S.S.), (AUX), and (L.C.O.) shall time through the respective set times even if (I.G.) is lost. If (I.G.) is lost prior to the start of the (M.S.) at T_4 , the (M.S.) timer function shall be skipped and will go directly to the (L.C.O.) timer. If the (I.G.) is lost during the timing of (M.S.) timer, the (M.S.) timer will be terminated and the sequence will go to the start of the (L.C.O.) times.

The interconnect ped omit, phase omit, hold and green force off will be pin programmable or switch programmable from the front of the panel.

One (1) digital programmable time clock shall be provided with time of day, day of week operation to activate the solid state interconnect unit. As part of the interconnect system, two (2) indicator type fuses shall be installed in the cabinet to provide for one incoming interconnect signal and one outgoing interconnect signal.

The indicator fuses shall be 120 volt 1.0 ampere.

10-3.13A(10) CONTROLLER ACCEPTANCE - The Contractor shall deliver all controllers and cabinets to Caltrans Testing Laboratory at 59th Street and Folsom Boulevard for testing at least four (4) weeks prior to the installation at the intersection. If adjustment, modifications or repair to the controller is required, the Contractor shall accomplish this through the manufacturer or his representative.

After the controller is proven operative with respect to plans and these specifications the Contractor shall allow two (2) additional weeks for testing at the Traffic Signal Shop at the City Corporation Yard. After successful testing, the Contractor shall be required to transport the controller and cabinet to the job site for installation.

10-3.14 VEHICLE SIGNAL FACES AND SIGNAL HEADS.--Signal lamps shall conform to the following:

	<u>Wattage</u>	<u>Voltage</u>	<u>Lumen Output</u>	<u>Light Center Length</u>	<u>Lamp Life (hrs)</u>
12" Vehicle Signal Section	150	130	1950	3"	8,000
Pedestrian Hand and Walk Figure	116	130	1280	2 7/16"	8,000
8" Vehicle Signal Section	69	130	675	2 7/16"	8,000

10-3.15 PEDESTRIAN SIGNALS.--Pedestrian signals shall be Type A. Indication shall be international symbol.

10-3.16 DETECTORS.--Loop wire shall be Type USE cross-linked polyethylene insulated No. 12 stranded copper wire.

In lieu of the requirements in the fourth paragraph of Section 86-5.01A(5), "Installation Details," of the Standard Specifications, slots in asphalt concrete pavement may be filled as follows:

After conductors are installed in the slots cut in the pavement, paint binder shall be applied to all vertical surfaces of slots in accordance with the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications. The slots shall then be filled with asphaltic concrete sealant.

Temperature of sealant material during installation shall be above 70° F. Air temperature during installation shall be above 50° F. Sealant placed in the slots shall be compacted by use of an 8-inch diameter by 1/8 inch thick steel hand roller or other tool approved by the Engineer. Compacted sealant shall be flush with the pavement surface. Minimum conductor coverage shall be one inch (1"). Excess sealant remaining after rolling shall not be reused. Traffic may be released immediately over compacted material.

Asphaltic concrete sealant shall be a mixture of sand and liquid asphalt as shown:

<u>Sand:</u>	<u>Screen Size</u>	<u>Percentage Passing</u>
	#4	100%
	#8	91%
	#16	63%
	#30	39%
	#50	24%
	#100	10%
	#200	7%

The sand shall be uniformly mixed with six percent (6%) SC800 liquid asphalt conforming to Section 93 of the State Standard Specifications.

Other methods of loop wire installation will be considered upon written request and will be approved at the sole option of the Engineer.

Detector sensor unit shall conform to the following:

- | | |
|--------------------------|---|
| 1. Input | 120 VAC \pm 20%, 50/60 Hz 5 watts |
| 2. Output | Plug-in relay, 5 amp N.O. & N.C. contacts |
| 3. Connector | Ten (10) pin MS. Front mounted.
Four foot (4') harness standard |
| 4. Fuse | 3/10 amp. Front mounted. |
| 5. Adjustment | Single knob. Requires only initial adjustment |
| 6. Drift Compensation | Automatic. 5% L range. |
| 7. Temperature | -40 ^o to +180 ^o F. |
| 8. Semiconductive | 100% Silicon. |
| 9. Loop Inductance Range | 20-70 Microhenries. |
| 10. Maximum Sensitivity | .02% Change in loop inductance.
Three (3) step adjustable. |
| 11. Maximum Lead-in | 1000 Feet. |
| 12. Presence Time | Three (3) stop adjustable. Maximum exceeds one (1) hour at 1% at L, 2 min. at .05% L. |
| 13. Frequency Separation | Three (3) stop adjustable. Maximum exceeds one (1) hour at 1% at L, 2 min. at .05% L. |
| 14. Lightning Protection | Total circuit optimized for lightning protection including loop, line and earth circuits. |

Detectors shall be single circuit, Type A sensor units. The following detector units shall be supplied and installed:

La Riviera Drive and connector road - 17 Units

10-3.16A DETECTOR LEAD-IN CABLE - Lead-in cable shall consist of four (4) No. 18 A.W.G. stranded copper conductor insulated with nine (9) mils minimum of polypropylene, color coded, parallel laid, twisted together with four to six turns per foot. An amorphous interior moisture penetration barrier shall be provided to prevent hosing, siphoning, or capillary absorption of water along cable interstices. The outer jacket shall be 30 mils minimum thickness, high density, polyethylene conforming to ASTM Designation: D-1248, 65T for Dielectric Material, Type I, Class C, Grade 5, J3.

Aluminum-polyester shielding shall be applied around the conductors. The diameter of the cable shall be approximately .25 inch.

The detector lead-in cable shall be continuous from the pull box adjacent to the conductor loops to the controller unless otherwise shown on the plans.

Splicing of the detector lead-in cables to loop conductors and splicing of detector cables when called for on the plans shall be as follows:

1. Splices shall be made in pull boxes only. All splices to lead-in cable shall be soldered.
2. The ends of the splice shall then be inserted into an approved insulated spring type connector of the correct size.
3. The splice shall then be insulated by the two (2) component self curing epoxy resin and envelope method. A two (2) component self curing, epoxy resin shall be furnished in a double compartment, plastic envelope. The splice insulation shall be made by thoroughly mixing the two (2) components in the envelope and, after cutting open one end of the envelope and inserting the wire connection into the epoxy resin and then taping shut the open end of the envelope.
4. When detector cables and detector loops are initially installed, precautions shall be taken to insure the cables and loops remain water tight prior to splicing. If splicing is not to be done immediately after installation, the ends of the conductors and cables shall be dipped in electrical insulating liquid which shall render them water tight. The insulating liquid shall be fast drying, resistant to oils, acids, alkalies and corrosive atmospheric conditions and shall be compatible with the insulations used in the conductors and cables.

All conductors and cables shall be insulated and splices shall be made in a dry environment.

10-3.17 LUMINAIRES.--Luminaires shall be the semi-cutoff type. Each luminaire shall be furnished without photoelectric unit receptacle, unless otherwise specified in the plans. If the luminaire housing is provided with a hole for the receptacle, the hole shall be closed in a weatherproof manner by using one of the following methods:

1. A stainless steel or aluminum plate pressed into the larger hole of the boss and securely fastened with RTV silicone sealant.
2. A stainless steel or aluminum plate and gasket held by two (2) stainless steel machine screws which are fastened into a base nut plate.

Ballasts shall be regular type ballasts.

Ballasts shall be wired for 120 volt operation.

10-3.18 REMOVING, REINSTALLING OR SALVAGING ELECTRICAL EQUIPMENT.--Salvaged electrical materials shall be hauled to 5730 24th Street, Sacramento, CA 95822, and stockpiled.

Full compensation for hauling and stockpiling electrical materials shall be considered as included in the contract price bid for Salvage Electrical Equipment.

10-3.19 PAYMENT.--The contract lump sum price paid for Signals and Lighting at each location shall include all highway, lighting, traffic signal interconnect and fire alarm equipment at the intersections as shown on the electrical plans.

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

(DO NOT DETACH)

PROPOSAL TO THE CITY OF SACRAMENTO

CITY CONTRACT NO.: CC 9618

FEDERAL AID PROJECT NO.: FAU-M-MG-F034 (4)

STATE CONTRACT NO.: 03-SAC-0-CR

NAME OF
BIDDER _____

BUSINESS
ADDRESS _____

CITY, STATE,
ZIP _____

TELEPHONE NO.: AREA CODE () _____

The work for which this proposal is submitted is for construction in accordance with the Special Provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract annexed hereto, the project plans described below, and also in accordance with the Department of Transportation Standard Plans, dated July, 1984, the Standard Specifications, dated July, 1984, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates, dated April 10, 1986.

The project plans for the work to be done were approved and are entitled:

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
IMPROVEMENT PLANS FOR HOWE AVENUE/LA RIVIERA DRIVE
INTERCHANGE RAMPS

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

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

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column for the item, then the amount set forth in the "Total" column shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the Department of Transportation, within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the Department that the contract has been awarded, the Department of Transportation may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the State of California.

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the State of California, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the following item prices, to wit:

CITY OF SACRAMENTO

BID PROPOSAL SHEET

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION STAKING	LS	LUMP SUM		
2	CONSTRUCTION AREA SIGNS	LS	LUMP SUM		
3	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM		
4	ADJUST MANHOLE TO GRADE	EA	1		
5	CLEARING AND GRUBBING	LS	LUMP SUM		
6	ROADWAY EXCAVATION	CY	6320		
7	IMPORTED BORROW	CY	2220		
8	HIGHWAY PLANTING	LS	LUMP SUM		
9	ROCK BLANKET(EROS. CONTROL)	SY	4380		
10	PLANT ESTABLISHMENT WORK	LS	LUMP SUM		
11	IRRIGATION SUPPLY SYSTEM	LS	LUMP SUM		
12	CLASS 2 AGGREGATE BASE	TON	1742		
13	ASPHALTIC CONCRETE (TYPE B)	TON	560		
14	8" REINFORCED CONCRETE PIPE (CLASS III)	LF	10		
15	12" REINFORCED CONCRETE PIPE (CLASS III)	LF	228		
16	18" REINFORCED CONCRETE PIPE (CLASS III)	LF	5		
17	12" CORRUGATED STEEL PIPE DOWNDRAIN (.064" THICK)	LF	30		
18	ASPHALTIC CONCRETE DOWNDRAIN	SY	5		
19	12" CONCRETE FLARED END SECTION	EA	1		
20	18" CONCRETE FLARED END SECTION	EA	1		
21	DRAIN INLET (TYPE G3)	EA	2		
22	12" PRECAST CONCRETE PIPE INLET (TYPE GCP)	EA	1		
23	12" TAP INTO EXIST. MANHOLE	EA	2		
24	MINOR CONCRETE (CURB #17)	LF	2000		

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
25	MINOR CONCRETE (CURB & GUTTER #4)	LF	160		
26	MINOR CONCRETE (ISLAND PAVING)	SF	3556		
27	MINOR CONCRETE (MOW STRIP)	LF	1430		
28	MINOR CONCRETE (SIDEWALK)	SF	720		
29	SIGNAL AND LIGHTING	LS	LUMP SUM		
30	SALVAGE ELECTRICAL EQUIP.	LS	LUMP SUM		

TOTAL BID = _____

THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF
THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT
AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A
PART OF THIS PROPOSAL

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

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

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

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

The bidder shall list the name and address of each subcontractor, required to be listed by the provisions in Section, "Subcontracting," of the Special Provisions, to whom the Bidder proposes to subcontract portions of the work.



CITY OF SACRAMENTO

DEPARTMENT OF PUBLIC WORKS

SUB-BIDDER FORM

In accordance with Section 4101 and 4107, inclusive, of the Government Code of the State of California, as amended, the following information is required concerning sub-bidders:

Name Sub-bidder	Street Address of Shop, Mill or Office	Class of Work	Portion of Work to be done	Contractor's License Number

PUBLIC CONTRACT CODE SECTION 10114 QUESTIONNAIRE

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

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

YES _____ NO _____

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

PUBLIC CONTRACT SECTION 10232 STATEMENT

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

TITLE 23, UNITED STATES CODE, SECTION 112 NON-COLLUSION AFFIDAVIT

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.

NOTE: The above Statement, Questionnaire, and Non-Collusion Affidavit are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement, Questionnaire, and Non-Collusion Affidavit.

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

Accompanying this proposal is _____

(Notice: Insert the words "CASHIER'S CHECK," "CERTIFIED CHECK," "CERTIFIED CHECK," or "BIDDER'S BOND," as the case may be.)

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

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

IMPORTANT NOTICE:

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

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

By my signature on this proposal I certify, under penalty of perjury, that the foregoing Public Contract Code Sections 10162 questionnaire and 10232 statement and the Title 23 United States Code, Section 112 Non-collusion affidavit are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.)

Date: _____

Signature of Bidder(s)

Business Address _____

Place of Business _____

Place of Residence _____

BIDDER'S BOND

City of Sacramento Department of Public Works

We, _____
_____ as Principal and

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the obligee, for _____
(Copy here the exact description of work, including
location, as it appears on the proposal)

for which bid are to be opened at Sacramento, CA on _____
(Insert date of bid opening)

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

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

Dated: _____, 19____.

BY: _____

Principal

Surety

Attorney in Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California.

County of _____ SS

On this _____ day of _____ in the year 19 _____ before me, a notary public in and for the county and state aforesaid, personally appeared _____

Attorney-in-fact

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

(SEAL)

Notary Public

Form 4 PM BDB (10/84)

Bidder _____
Address _____
Name _____
Phone No. _____

(Person completing
this form:)

	GOAL ACHIEVED	GOAL ASSIGNED
DBE MINORITY BID AMOUNT	\$ _____ = _____ %	_____ %
WBE FEMALE BID AMOUNT	\$ _____ = _____ %	_____ %
MBE TOTAL BID AMOUNT	\$ _____ = _____ %	_____ %

• SUPPLIERS THAT ARE NOT MANUFACTURERS WILL COUNT AS 20% OF THEIR VALUE FURNISHED TOWARD THE DBE/WBE GOAL.

Note: Disadvantaged Businesses must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

(This guaranty shall be executed by the successful bidder in accordance with instruction in the special provisions.
The bidder may execute the guaranty on this page at the time of submitting his bid.)

GUARANTY

To the City of Sacramento:

FOR THE CONSTRUCTION OF THE INTERCHANGE RAMP AT HOWE AVENUE AND LA RIVIERA DRIVE IN THE CITY OF SACRAMENTO.

The undersigned guarantees the construction and installation of the work included in this project:

Item 29 Signals and Lighting

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within a 6 months after the date on which this contract is accepted by the City, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment of materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City to replace any such material and to repair said work completely without cost to the City so that said work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs itself or to have such replacements or repairs done by the undersigned. In the event the City elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the City shall be entitled to all costs and expenses, including attorneys' fee, reasonably incurred by reason of the said failure or refusal.

CITY OF SACRAMENTO
SACRAMENTO, CALIFORNIA

CITY CONTRACT NO.: CC 9613

FEDERAL AID PROJECET NO.: FAU-M-MG-FO34 (4)

STATE CONTRACT NO.: 03-SAC-0-CR

FOR:

THIS AGREEMENT, made and concluded, in duplicate, this ____ day of _____, 1986, between the City of Sacramento, party of the first part, and _____ CONTRACTOR, party of the second part.

ARTICLE 1. WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said party of the first part, and under the conditions expressed in the two bonds, bearing even date with these presents, and hereunto annexed, the said party of the second part agrees with the said party of the first part, at his own proper cost and expense, to do all the work and furnish all the materials, except such as are mentioned in the specifications to be furnished by said party of the first part, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the City Engineer,

FOR:

Constructing interchange ramps between Howe Avenue and La Riviera Drive at the south end of the Howe Avenue bridge across the American River. Also included is the placement of traffic signals on La Riviera Drive and street lighting.

in accordance with the special provisions hereto annexed and also in accordance with the Standard Plans, dated July 1984, the Standard Specifications dated July 1984 and the Equipment Rental Rates and General Prevailing Wage Rates, dated April 10, 1986 of the Department of Transportation which said Special Provisions, Standard Plans, Standard Specifications, and Equipment Rental Rates and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof.

The work to be done is shown upon plans entitled,

CITY OF SACRAMENTO
DEPARTMENT OF PUBLIC WORKS
IMPROVEMENT PLANS FOR HOWE AVENUE/LA RIVIERA DRIVE
INTERCHANGE RAMPS

APPROVED: _____ which said project plans are hereby made a part of this contract.

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

ARTICLE III.--The statement of prevailing wages appearing in the General Prevailing Wage Rates and Equipment Rental Rates is hereby specifically referred to and by this reference is made a part of this contract. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

ARTICLE V.--The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States so requires.

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

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
1	CONSTRUCTION STAKING	LS	LUMP SUM		
2	CONSTRUCTION AREA SIGNS	LS	LUMP SUM		
3	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM		
4	ADJUST MANHOLE TO GRADE	EA	1		
5	CLEARING AND GRUBBING	LS	LUMP SUM		
6	ROADWAY EXCAVATION	CY	6320		
7	IMPORTED BORROW	CY	2220		
8	HIGHWAY PLANTING	LS	LUMP SUM		
9	ROCK BLANKET(EROS. CONTROL)	SY	4380		
10	PLANT ESTABLISHMENT WORK	LS	LUMP SUM		
11	IRRIGATION SUPPLY SYSTEM	LS	LUMP SUM		
12	CLASS 2 AGGREGATE BASE	TON	1742		
13	ASPHALTIC CONCRETE (TYPE B)	TON	560		
14	8" REINFORCED CONCRETE PIPE (CLASS III)	LF	10		
15	12" REINFORCED CONCRETE PIPE (CLASS III)	LF	228		
16	18" REINFORCED CONCRETE PIPE (CLASS III)	LF	5		
17	12" CORRUGATED STEEL PIPE DOWNDRAIN (.064" THICK)	LF	30		
18	ASPHALTIC CONCRETE DOWNDRAIN	SY	5		
19	12" CONCRETE FLARED END SECTION	EA	1		
20	18" CONCRETE FLARED END SECTION	EA	1		
21	DRAIN INLET (TYPE G3)	EA	2		
22	12" PRECAST CONCRETE PIPE INLET (TYPE GCP)	EA	1		
23	12" TAP INTO EXIST. MANHOLE	EA	2		
24	MINOR CONCRETE (CURB #17)	LF	2000		

ITEM NO.	ITEM	UNIT OF MEASURE	ESTIMATED QUANTITY	ITEM PRICE (IN FIGURES)	TOTAL (IN FIGURES)
25	MINOR CONCRETE (CURB & GUTTER #4)	LF	160		
26	MINOR CONCRETE (ISLAND PAVING)	SF	3556		
27	MINOR CONCRETE (MOW STRIP)	LF	1430		
28	MINOR CONCRETE (SIDEWALK)	SF	720		
29	SIGNAL AND LIGHTING	LS	LUMP SUM		
30	SALVAGE ELECTRICAL EQUIP.	LS	LUMP SUM		

TOTAL BID = _____

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

CITY OF SACRAMENTO,
A Municipal Corporation

MAYOR

CONTRACTOR

BY

ATTEST:

BY _____
CITY CLERK

APPROVED AS TO FORM AND PROCEDURE

ATTORNEY

DATED _____, 19____

PERFORMANCE BOND

City of Sacramento
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to

hereinafter designated as the "Principal", a contract for

; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we the Principle, and

as Surety, are held and firmly bound unto the City of Sacramento in the sum of

DOLLARS

(\$ _____), said sum being equal to the total contract amount payable to the City of Sacramento, lawful money of the United States for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrator, successor, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrator, successor, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning; and shall indemnify and save harmless the City of Sacramento, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the surety, for the value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

Dated: _____, 19____

BY: _____

Principle

Surety

Attorney in Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California,

County of _____ SS

On this _____ day of _____ in the year 19 _____ before me, a notary public in and for the county and state aforesaid, personally appeared _____

Attorney-in-fact

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

(SEAL)

Notary Public

PAYMENT BOND
City of Sacramento
Department of Public Works

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the City of Sacramento, State of California, has awarded to

hereinafter designated as the "Principal", a contract for

; and

WHEREAS, said Principal is required under the terms of said contract, to secure payment of claims of laborers, mechanics, or materialmen employed on work under said contract, as provided by law.

NOW, THEREFORE, we the undersigned Principle and Surety are held and firmly bound unto the City of Sacramento in the sum of _____ DOLLARS (\$ _____),

said sum being equal to the estimated amount payable by the City of Sacramento under the terms of the contract, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, his or its heirs, executors, administrator, successor, or assigns, shall fail to pay for any material, provision, provender or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title XV, Part 4, Division 3, of the Civil Code, and provided that the claimant shall have complied with the provisions of said code; or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety or Sureties hereon will pay for the same and in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, said Surety will pay reasonable attorney's fee to be fixed by the Court.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code of the State of California so as to give a right of action to them or their assigns; in any suit brought upon this bond.

And the surety, for the value received hereby stipulates and agrees that, in accordance with the Standard Specifications or Special Provisions, no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

Dated: _____, 19____

BY: _____

Principal

Surety

Attorney in Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California,

County of _____ SS

On this _____ day of _____ in the year 19____ before me, a notary public in and for the county and state aforesaid, personally appeared _____

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

(SEAL)

Notary Public