

**COUNTY OF SANTA CRUZ  
DEPARTMENT OF COMMUNITY  
DEVELOPMENT AND INFRASTRUCTURE  
DIVISION OF PUBLIC WORKS**

**BOOK 2 OF 2**

**NOTICE TO BIDDERS AND  
SPECIAL PROVISIONS**

**FOR CONSTRUCTION OF**

**SOQUEL SAN JOSE RD PM 5.55 STORM  
DAMAGE REPAIR PROJECT,  
FEDERAL PROJECT No. ER-15J2 (004)**

**FOR USE IN CONNECTION WITH STATE OF CALIFORNIA,  
DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS  
DATED 2025 AND STANDARD PLANS DATED 2025**

**BIDS OPEN: XXXXXX, 2026**

**THIS IS A PREVAILING WAGE PROJECT**

# SPECIAL NOTICES

See Section 5-1.01 for the requirements of using C-MIS Construction Management software

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

# PROJECT DIRECTORY/SIGNATURE PAGE

PROJECT: **SOQUEL SAN JOSE RD PM 5.55 STORM DAMAGE REPAIR PROJECT, FEDERAL PROJECT NO. ER-15J2 (004)**

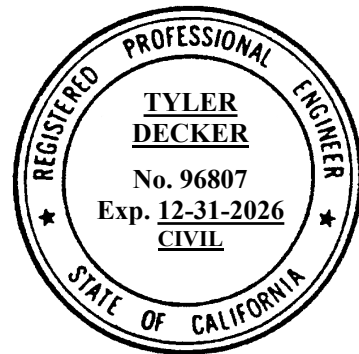
OWNER: **COUNTY OF SANTA CRUZ,  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
DIVISION OF PUBLIC WORKS  
701 OCEAN STREET, ROOM 410  
SANTA CRUZ, CA 95060**

CONTACT PERSON: **TYLER DECKER AT (831)454-2842**

CIVIL ENGINEERING STAFF IN RESPONSIBLE CHARGE: **TYLER DECKER**

\_\_\_\_\_  
Registered Civil Engineer

\_\_\_\_\_  
Date



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## STANDARD PLANS LIST

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

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

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

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

A20A	Pavement Markers and Traffic Lines - Typical Details
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### OBJECT MARKERS, DELINEATORS, CHANNELIZERS, AND BARRICADES

A73A	Object Markers
A73B	Markers
A73C	Delineators, Channelizers and Barricades

### MIDWEST GUARDRAIL SYSTEM - STANDARD RAILING SECTIONS AND TRANSITION TO METAL BEAM GUARDRAIL

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

### FIBER OR RUBBER MAT VEGETATION CONTROL - GUARDRAIL SYSTEM

A77N12	Fiber or Rubber Mat Vegetation Control - Guardrail System
A77N13	Fiber or Rubber Mat Vegetation Control - Guardrail System - Narrow Vegetation Control Installation
A77N14	Fiber or Rubber Mat Vegetation Control - Guardrail System for Terminal System End Treatments

### MIDWEST GUARDRAIL SYSTEM - TYPICAL LAYOUTS FOR EMBANKMENTS

A77P2	Midwest Guardrail System - Typical Layouts for Embankments
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### DRAINAGE INLETS, PIPE INLETS AND GRATES

D71	Drainage Inlet Markers
D72A	CIP Drainage Inlets - Types OS, OL and GOL
D72B	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D72C	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D72D	CIP Drainage Inlets - Types GT1, GT2, GT3 and GT4
D72E	CIP Drainage Inlets - Types GO and GDO
D72F	CIP Drainage Inlet Notes
D72G	CIP Drainage Inlet Tables
D73A	Precast Drainage Inlets - Types OS, OL and GOL
D73B	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D73C	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
D73D	Precast Drainage Inlets - Types GT1, GT2, GT3 and GT4
D73E	Precast Drainage Inlets - Types GO and GDO
D73F	Precast Drainage Inlet Notes

D73G	Precast Drainage Inlet Tables
D74	Drainage Inlet Details
D77A	Grate Details No. 1
	<b>PIPE DOWNDRAINS, ANCHORAGE SYSTEMS AND OVERSIDE DRAINS</b>
D87B	Plastic Pipe Downdrain Details
	<b>PIPE COUPLING AND JOINT DETAILS</b>
D97I	Corrugated Polyvinyl Chloride Pipe with Smooth Interior - Standard and Positive Joints
D97J	Composite Steel Spiral Rib Pipe with Smooth Interior - Standard Joint
	<b>GABIONS AND UNDERDRAINS</b>
D100A	Gabion Basket Details No. 1
D100B	Gabion Basket Details No. 2
	<b>LANDSCAPE AND EROSION CONTROL</b>
H51	Erosion Control Details - Fiber Roll and Compost Sock
	<b>TEMPORARY CRASH CUSHIONS, RAILING AND TRAFFIC SCREEN</b>
T1A	Temporary Crash Cushion - Sand Filled (Unidirectional)
T1A1	Temporary Crash Cushion - Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion - Sand Filled (Bidirectional)
T2	Temporary Crash Cushion - Sand Filled (Shoulder Installations)
T3A	Temporary Railing (Type K)
T3B	Temporary Railing (Type K)
T3C	Temporary Barrier System (Cross Bolt)
T3D	Temporary Barrier System (Cross Bolt)
T3E	Temporary Barrier System (Cross Bolt)
T3F	Temporary Barrier System (Cal F-23)
T3F2	Temporary Barrier System (Cal F-23)
T3G	Temporary Barrier System (Staking or Anchoring)
T3G2	Temporary Barrier System (Staking or Anchoring)
	<b>TEMPORARY TRAFFIC CONTROL SYSTEMS</b>
T13A	Traffic Control System Two Lane Conventional Highways
T13B	Traffic Control System Two Lane Conventional Highways
	<b>ROADSIDE SIGNS</b>
RS1	Roadside Signs - Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post - Typical Installation Details No. 2
RS4	Roadside Signs - Typical Installation Details No. 4

**COUNTY OF SANTA CRUZ  
DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
DIVISION OF PUBLIC WORKS**

**NOTICE TO BIDDERS**

The County of Santa Cruz Department of Community Development and Infrastructure Division of Public Works is accepting electronic Proposal submissions for the

**SOQUEL SAN JOSE RD PM 5.55 STORM DAMAGE REPAIR PROJECT, FEDERAL  
PROJECT No. ER-15J2 (004)**

**Bid opening will occur on XXXXX XX, 2026, no later than 2:00 p.m. and soon thereafter, will be publicly opened and read.**

**GENERAL WORK DESCRIPTION:**

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

In the unincorporated area of the County of Santa Cruz, along Soquel San Jose Road at Post Mile 5.55.

Work includes construction of retaining walls to repair storm damage. Major work includes, but is not limited to:

- Soldier pile retaining wall with timber lagging
- Midwest guardrail,
- Asphalt pavement,
- Erosion control and re-vegetation
- Traffic control

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

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

**Federal-aid project No.: ER-15J2 (004)**

**Complete the work within 30 working days.**

**Do not include plant establishment working days in your bid.**

**The estimated cost of the project is \$640,000**

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

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

The federal minimum wage rates for this Contract as determined by the United States Secretary of Labor are available at the following website, issued on January 1, 2026; <https://sam.gov/wage-determination/CA20240018/13>.

If the minimum wage rates as determined by the United States Secretary of Labor differs from the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors must not pay less than the higher wage rate. The County does not accept lower State wage rates not specifically included in the federal minimum wage determinations. This includes helper, or other classifications based on hours of experience, or any other classification not appearing in the federal wage determinations. Where federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors must not pay less than the federal minimum wage rate that most closely approximates the duties of the employees in question.

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

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

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

three (3) days after selection of the apparent lowest responsible bidder. The protest shall specify the reasons and facts upon which the protest is based.

**CONTRACT DOCUMENTS:**

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

A hard copy of the Contract documents will be made available for purchase for \$60.00 at the County of Santa Cruz Department of Community Development and Infrastructure Division of Public Works, Room 410, 701 Ocean Street, Santa Cruz, California. No partial sets will be issued.

**PROPOSAL INSTRUCTIONS:**

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

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

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

Only electronic Proposals will be accepted.

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

BOOK 1 of 2

BID BOOK

FOR CONSTRUCTION OF

**SOQUEL SAN JOSE RD PM 5.55 STORM DAMAGE REPAIR PROJECT, FEDERAL PROJECT NO. ER-15J2 (004)**

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

No later than 4 p.m. on the 5<sup>th</sup> business day after bid opening, please mail the original bid bond/cashier’s or certified check to the Contract Analyst, Rosa Ortiz-Rocha;

Attn: Rosa Ortiz-Rocha

County of Santa Cruz Department of Community Development and Infrastructure  
Division of Public Works

Bid Proposal for (insert Project Name)

701 Ocean Street, Room 410

Santa Cruz, CA 95060

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

**BID OPENING:**

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

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

To view the live bid opening please go to:

Topic: **SOQUEL SAN JOSE RD PM 5.55 STORM DAMAGE REPAIR PROJECT**

Date and Time: XXXXX XX, 2026 at 2:00 p.m. Pacific Time

Zoom Meeting: XXXXX

Meeting ID: XXXXX

Pin: XXXXX

Phone Number: XXXXX

Find your local number: XXXXX

DEPARTMENT OF COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
COUNTY OF SANTA CRUZ

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

\_\_\_\_\_

Matthew Machado

Deputy CEO/

Director of Community

Development and Infrastructure





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

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

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

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

**Replace section 2-1.11 with:**

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

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

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

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

**Replace section 2-1.20 with:**

**2-1.20 DISADVANTAGED BUSINESS ENTERPRISES**

**2-1.20A General**

**A. Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

**B. Contract Assurance**

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

- (1) Withholding monthly progress payments;

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

C. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

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

Complete the forms in Book 1 of 2, Bid Book. Submit forms at time of bid unless Section 2-1.33B specifies a different deadline.

**Replace section 2-1.33B(1) with:**

2-1.33B Bid Form Submittal Schedules

2-1.33B(1) General

The Book 1 of 2, Bid Book includes forms specific to the Contract. Determine the requirements of the Contract and submit the forms based on the schedule specified in section 2-1.33B(2)(c).

Bid forms and information due after the time of bid may be submitted at the time of bid.

**Delete section 2-1.33B(2)(b)**

**Replace section 2-1.33B(2)(c) with:**

2-1.33B(2)(c) Contracts without a DBE Goal

2-1.33B(2)(c)(i) General

Section 2-1.33B(2)(c) applies.

2-1.33B(2)(c)(ii) Bid Form Schedule

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

**Bid Form Submittal Schedule for a Federal-Aid Contract**

Form	Submittal deadline
Proposal	Time of Bid
Bid	Time of bid and submitted via OpenGov, except for the public works contractor registration number
Scanned Copy of Bidder's Bond	Time of bid
Bid Form	Time of bid
Designation of Subcontractors	Time of bid except for the public works contractor registration number
Equal Opportunity Certification	Time of bid
Public Contract Code	Time of bid
Non-collusion Affidavit	Time of bid
Debarment and Suspension Certification	Time of bid
Nonlobbying Certification for Federal-Aid Contracts	Time of bid
Disclosure of Lobbying Activities	Time of bid
Statement of Compliance	Time of bid
Opt Out of Payment Adjustments for Price Index Fluctuations <sup>a</sup>	Time of bid
Bidders Bond	No later than 4 p.m. on the 5 <sup>th</sup> day after bid opening <sup>b</sup>
In-Use Off-Road Diesel-Fueled Vehicle List	10 days after bid opening

a. Submit only if you choose the option.

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

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

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

**Add to section 2-1.34:**

The Bidder must pay to the County such sums from said cash, bond, certified check, or cashier's check as necessary to reimburse the County for costs incurred for failure of the successful bidder to complete, sign



2. You are not eligible for the award of the contract

**Replace section 3-1.05 with:**

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

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

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

The Department furnishes the successful bidder with bond forms.

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

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

**Replace section 3-1.06 with:**

**3-1.06 CONTRACTOR LICENSE**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

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

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

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

**Replace “RESERVED” in section 3-1.09 with:**

**3-1.09 FRINGE BENEFIT STATEMENT FORM**

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

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

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

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

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

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

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

AA

**4 SCOPE OF WORK**

**Add to section 4-1.02:**

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

**Replace section 4-1.06 with:**

**4-1.06 CHANGED CONDITIONS**

**4-1.06A DIFFERING SITE CONDITIONS**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions

shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

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

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

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

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



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

Submit contract administrative items described below electronically using the County contracted construction management internet system C-MIS.

1. Requests for Information
2. Submittals
3. Potential Change Orders
4. Extra Work Bills
5. Potential Claim Records
6. SWPPP Inspection Reports
7. Surveying Request
8. Weekly Lane Closure Requests
9. General Correspondence/Notifications required by the contract
10. Notice of Materials to Be Used

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

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

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

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

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

**5-1.13E Prompt Payment**

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

FROM THE AGENCY TO THE CONTRACTORS The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following: 1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request. 2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein.

In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

Provide a written withhold notification to the subcontractor or other entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

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

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

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

The Contractor must submit Exhibit 9-P to the Local Agency administering the contract by the 15th of the month following the month of any payment(s). If the Contractor does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.

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

**Add to section 5-1.16:**

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

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

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

**Add to section 5-1.31:**

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

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



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

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

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
  - 10.1. Source property history
  - 10.2. Land use adjacent to source property
  - 10.3. Constituents of concern in the ground water basin where the job site is located

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

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

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

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

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

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

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

6-1.03B(4) Sample and Analysis

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

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

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

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

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

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

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

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

The analytical test results must demonstrate that the local material:

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

6-1.03B(4) Sample and Analysis

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

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

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

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

Minimum Number of Samples and Analytical Tests for Local Material

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

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

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

The analytical test results must demonstrate that the local material:

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

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

#### 6-1.03C Local Material Management

Do not place local material until authorized.

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

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

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

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

Buy America requirements do not apply to the following:

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

An article, materials, or supply to be permanently incorporated in the project should only be classified into one of the following categories:

1. Iron or steel products
2. Manufactured products
3. Construction materials
4. Excluded materials

Excluded materials means cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

#### Iron or Steel Products

All iron or steel products permanently incorporated into the project must be melted and manufactured in the United States except:

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

Iron or steel products are defined as articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

For a product to be considered to consist predominantly of iron or steel, or a combination of both means the cost of the iron or steel content of the product exceeds 50 percent of the total cost of all its components. The cost of iron or steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components.

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

Certificates of compliance and mill test reports must be provided to the Engineer for approval on all furnished steel and iron materials delivered to the job site. A clear chain of custody record must be provided to the Engineer for approval showing where the steel and iron were melted and manufactured to demonstrate compliance. Corresponding mill tags must be secured and intact upon delivered product and verified by the Engineer upon delivery before use or installation can occur.

[Delete the paragraph below if not applicable]

The following iron or steel products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

- 1.
- 2.

#### Manufactured Products

All manufactured products permanently incorporated into the project must be manufactured in the United States.

Manufactured products are defined as articles, materials, or supplies that have been:

1. Processed into a specific form and shape; or
2. Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.

Manufacturer, in the case of manufactured products, means the entity that performs the final manufacturing process by bringing individual elements together that produces a manufactured product.

If an item is classified as an iron or steel product, a construction material, or an excluded material, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product may include components that are iron or steel products, construction materials, or excluded materials.

Iron or steel used in precast concrete manufactured products or Intelligent Transportation Systems (ITS) must meet the requirements of Iron or Steel Products regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section Iron or Steel Products if the cost of steel and iron components is 50 percent or more of the total cost of the manufactured product.

Furnish manufactured products to be permanently incorporated into the work with certificates of compliance with each project delivery. The manufacturer's certificate of compliance must identify where the manufacturing occurred and attest specifically to Buy America compliance.

[Delete the paragraph below if not applicable]

The following manufactured products have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

- 1.
- 2.

#### Construction Materials

Construction materials permanently incorporated into the project must be manufactured as defined in 2 CFR 184.6 in the United States.

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

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

Minor additions of articles, materials, supplies, or binding agents to these construction materials do not change the categorization of the construction material.

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

[Delete the paragraph below if not applicable]

The following construction materials have received an approved Buy America waiver for this project and are therefore not subject to Buy America requirements:

- 1.
- 2.

#### Buy America Waiver for De Minimis Cost for Manufactured Products and Construction Materials

A De Minimis Cost Waiver can waive the application of FHWA's Buy America requirements for manufactured products and construction materials under a single project when the total value of non-compliant manufactured products and construction materials is no more than the lesser of \$1,000,000 or 5 percent of the total applicable material costs for the project.

The percent threshold is calculated based on the following formula:

$$X = NC / TA$$

*where:*

*X = percent threshold*

*NC = total value of non-compliant manufactured products and construction material*

*TA = total applicable project costs (iron or steel products, manufactured products, and construction materials; does not include excluded materials)*

This threshold is based on the actual cost of the iron or steel products, manufactured products, and construction materials, not the anticipated cost of those materials. Compliant and non-compliant Agency Furnished Materials for the project must be accounted for in a De Minimis Cost Waiver Worksheet calculation, if provided by the Local Agency.

Provide copies of invoices for the actual costs of materials including transportation to the project site.

In applying a De Minimum Cost Waiver, total cost of non-compliant construction materials and manufactured products does not include the cost of any products subject to a separate Buy America waiver.

If De Minimis Cost Waiver Worksheet calculation for materials subject to Buy America is not submitted, the Local Agency may:

1. Withhold from the next progress payment
2. Reject your request for a De Minimis Costs waiver for non-compliant construction materials or manufactured products

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

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

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

The Department may use multiple acceptance methods for a material.

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

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

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

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

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

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

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

Remove from the site all rejected materials brought to, or incorporated in, the work. Do not propose to use the rejected materials again. All work that has been rejected must be remedied, or removed and replaced, in an acceptable manner at your expense. If you fail to comply within 48 hours or to make

satisfactory progress in so doing, the County may remove rejected materials, or rejected work and deduct and retain the costs from any payments due or to become due.

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

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

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

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

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

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

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

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

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

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

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

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

**FEDERAL MINIMUM WAGE RATES**

**GENERAL DECISION: CA20260018 01/30/2026**

The Federal Minimum Wage Rates General Decision: **CA20260018 01/30/2026** is hereby incorporated into the Contract found in Book 1 of 2 Bid Book.

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

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

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

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

**Add to section 7-1.03:**

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

**Replace section 7-1.06 with:**

**7-1.06 INSURANCE**

**7-1.06A General**

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

**7-1.06B Casualty Insurance**

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

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

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

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

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

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

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in

accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Contract signing constitutes your submittal of this certification.

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

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

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

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

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

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

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

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

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

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

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

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

“This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to \*County.”

9. County must be named as certificate holder. Correct address must also be entered, along with room number.

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

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

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

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

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

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

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

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

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

**7-1.0E Automobile Liability Insurance**

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

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

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

**7-1.0G Deductibles**

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

**7-1.0H Enforcement**

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

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

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

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

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

#### **7-1.01 Self-Insurance**

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

If you use a self-insurance program or self-insured retention, you must provide the County with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the Contract is your acknowledgment that you will be bound by all laws as if you were an insurer as defined under Ins Code § 23 and that the self-insurance program or self-insured retention shall operate as insurance as defined under Ins Code § 22.

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

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

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

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

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

The nationwide goal for female utilization is 6.9 percent.

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

**MINORITY UTILIZATION GOALS**

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey	25.6
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	
	7485 Santa Cruz, CA	14.9
	CA Santa Cruz	
	7500 Santa Rosa	9.1
177	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	
	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	
179	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	
180	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern	
	2840 Fresno, CA	26.1
	CA Fresno	
181	Non-SMSA Counties:	23.6
	CA Kings; CA Madera; CA Tulare	
	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		

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

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

**7-1.11D FEDERAL TRAINEE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

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

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

#### **Add Section 7-1.11E**

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

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

#### ***APPENDIX A***

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

- a) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

- c) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

#### **APPENDIX E**

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

##### Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs

- or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Add section 7-1.12:**

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

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

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

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

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

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

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

**Add section 7-1.13:**

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

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

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

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The County of Santa Cruz shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy

any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

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

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

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

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

This certification is a material representation of fact relied upon by County of Santa Cruz. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County of Santa Cruz, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

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

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

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

Prohibition on Contracting for Covered Telecommunications Equipment or Services.

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b) Prohibitions.
  - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive

agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

- 1) This clause does not prohibit contractors from providing—
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that:
    1. Are not used as a substantial or essential component of any system; and
    2. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services,

and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

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

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

For purposes of this clause:

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

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

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

The following access to records requirements apply to this contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Affirmative steps must include:

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

#### **7-1.13O Encouraged Use of Recovered Materials (2 C.F.R. § 200.323)**

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



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

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

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

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

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

Upon such termination, the County may take possession, and use all or any part, of the Contractor's materials, tools, equipment, and appliances upon the premises to complete the work; the County assuming responsibility for the final relinquishment of such equipment at the conclusion of the work, or sooner, at its option, in as good condition as when it was taken over, reasonable wear and tear excepted; and the County agrees to pay for such materials and the use of said equipment at a reasonable compensation.

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

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

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

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

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

AA

**9 PAYMENT**

**Add to section 9-1.03:**

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

**Replace section 9-1.07 with:**

Reserved

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

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

**FROM THE AGENCY TO THE CONTRACTORS**

Contractor invoices do not control payment- payment is based on the Engineer's progress estimate. For purposes of prompt payment requirements outlined in Public Contract Code Section 20104.50, the approved Engineer monthly progress estimate shall constitute the payment request. The Engineer-prepared progress estimate shall be signed by the Engineer within 7 days of the close of the payment period, which will be the last day of each month. The Agency shall pay each undisputed portion of the progress payment within thirty (30) days after a monthly progress payment is signed by the Engineer. Disputes must be submitted by a Request For Information within 5 days of receipt of the signed progress payment.

**Replace section 9-1.16F with:**

Retention will be 5% and conform to PCC 7201.

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days for construction contracts and fifteen (15) days for consultant contracts after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code for construction contracts, and Section 3321 of the California Civil Code for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Replace the 1st paragraph of section 9-1.17D(1):**

If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer provides you the final estimate. A minimum of 60 days from proposed final estimate acceptance is required for recordation of Notice of Completion and Board of Supervisors





**Designated Holidays**

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

**Replace section 12-4.02A(3)(b) with:**

Every Monday by noon, submit to the Engineer the lane closure schedule, in accordance with previously approved traffic control plans, for closures planned for the next week. The next week is defined as Sunday at noon through the following Sunday at noon. Lane closure requests are an informational submittal which must utilize form "Weekly Traffic Control Schedule". Late submittals or revisions will only be authorized at the discretion of the Engineer.

The Engineer notifies you of submitted closures which are not authorized and closures that require coordination with other parties as a condition for authorization

Cancel closure requests by notifying the Engineer at least 48 hours before the start time of the closure.

**Replace section 12-4.02C(2) with:**

See section 12-4.02A(3)(b) for lane closure requests.

**Replace section 12-4.02C(3)(f) with:**





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

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

**Add section 14-12.04:**

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

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

Nesting bird avoidance and minimization measures:

1. To comply with the provisions of the Migratory Bird Treaty Act, construction will occur between September 15 and February 15, to the extent possible, to avoid impacts to nesting birds.
2. If construction is proposed for the breeding season, then a preconstruction survey conducted by a qualified Contractor-supplied biologist must occur at least two weeks prior to the start of construction.
3. If nesting activity is detected, the biologist will establish a buffer around the nest(s). The buffer will be maintained, and construction activities will avoid nest sites until the biologist determines that the young have fledged or nesting activity has ceased. Typical buffers for nests include 250 feet for passerines and 500 feet for raptors. Actual buffers will be determined by the biologist.

Invasive species avoidance and minimization measures:

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

Storage Areas avoidance and minimization measures:

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

**Add section 14-12.06:**

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

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

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

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



























1. Type MAX-Tension TL-2 Tangent Guardrail End Treatment by Lindsay Transportation Systems is a tangent, re-directive gating guardrail terminal. The MAX-Tension has a length of 30'-1/2", and can be flared for an offset of 0 to 2 feet at the head. The MAX-Tension TL-2 terminal can be obtained from the distributor:

Address	Telephone no.
STATEWIDE SAFETY AND SIGNS INC 130 GROBRIC COURT FAIRFIELD CA 94533	(800) 770-2644

2. Type SoftStop terminal systems must be SoftStop End Terminal System TL-2 manufactured by Trinity Highway Products, LLC, and must include the connection components. Type SoftStop terminal system - Type SoftStop terminal system must be a SoftStop terminal with a System length of 38'-3 1/2" for test level 2, and can be flared for an offset of 0 to 1 feet at the head. The SoftStop terminal can be obtained from the manufacturer:

Address	Telephone no.
TRINITY HIGHWAY PRODUCTS LLC PO BOX 99 CENTERVILLE UT 84012	(800) 772-7976

3. Type MSKT - Type MSKT terminal system must be a 31" MSKT Guard Rail End Terminal with a system length of 25'-0", and can be flared for an offset of 0 to 1 feet at the head. It is manufactured by Road Systems, Inc., located in Big Spring, Texas, and must include items detailed for Type MSKT terminal system shown on the plans. The MSKT Guard Rail End Terminal can be obtained from the distributor:

Address	Telephone no.
UNIVERSAL INDUSTRIAL SALES PO BOX 699 PLEASANT GROVE UT 84062	(801) 785-0505
GREGORY INDUSTRIES INC 4100 13TH ST SW CANTON OH 44708	(330) 477-4800

### 83-2.04B(3) Construction

Identify each terminal system by painting the type of terminal system in 2-inch-high, neat, black letters and figures on the backside of the rail element between system posts number 4 and 5. Paint must be metallic acrylic resin type spray paint. Before applying terminal system identification, the surface to receive terminal system identification must be free of all dirt, grease, oil, salt, or other contaminants by washing the surface with detergent or other suitable cleaner. Rinse thoroughly with fresh water and allow to fully dry.

Install Type SoftStop terminal system under the manufacturer's installation instructions. For Type SoftStop terminal system, use W6 x 8.5 steel yielding terminal posts for Posts 1 and 2 and standard W6 x 8.5 steel posts for the other posts. Drive all posts or place them in drilled holes. Backfill the space around the posts with selected earth that is free of rock. Moisten and thoroughly compact each layer. For the terminal with a system length of 50'-9 1/2" or system length of 38'-3 1/2", all blocks must be wood or plastic and must be 8 or 12 inches deep.





