RESOLUTION - ACTION REQUESTED 2021-211

MEETING: April 20, 2021

TO: The Board of Supervisors

FROM: Mike Healy, Public Works Director

RE: Approve an Agreement with BSK Associates for Material Testing Services for Darrah Rd Bridge

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with BSK Associates Services for Material Testing of the Darrah Rd Bridge Project in an Amount Not to Exceed $25,695.38; and Authorize the Board of Supervisors Chair to Sign the Agreement

BSK Associates’ scope of services includes testing the soils, concrete and asphalt in accordance with the County’s adopted Quality Assurance Program (QAP).

The QAP is a program that ensures the materials and workmanship incorporated into the construction project meet the requirements of the contract plans and specifications. The main elements of the QAP are an acceptance program and an independent assurance program. The County’s QAP includes requirements for materials acceptance, minimum sampling and testing frequency, testing results, certificates of compliance, source inspection, independent assurance, tester certification, laboratory qualification process, and equipment calibration process for construction projects.

An RFQ for Material Testing Services for the Darrah Road Bridge Project was circulated May 13, 2020 and one proposal was received on June 4, 2020. Multiple firms expressed interest, however, the qualified testing personnel and laboratories must have California Test (CT) accreditations.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 2, 2021, Resolution 2021-106 the Board approved an Agreement with American Paving Co. for the Darrah Road Bridge Reconstruction in the Amount Not to Exceed $5,162,387.50. Construction is anticipated to ramp up in May after the risk of rain diminishes.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, and the County is at risk of paying back its federal funds. FHWA expects records of samples and tests, material releases and certificates of compliance incorporated into the project files.

FINANCIAL IMPACT:
This Project is funded through the FHWA Bridge Program and has a Local Share of 11.47%. The Local Share will be paid using approved SB1 Funding.
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ATTACHMENTS:
BSK Associates 21-034 Darrah Rd Bridge (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Miles Menetrey, District V Supervisor
SECONDER: Wayne Forsythe, District IV Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey
AGREEMENT FOR MATERIAL TESTING SERVICES FOR THE DARRAH ROAD BRIDGE PROJECT

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of April, 2021, by and between the County of Mariposa, a political subdivision of the State of California, ("County"), and BSK Associates, ("Contractor"), pursuant to the following terms and conditions.

WITNESSETH:

1. TERM

The term of this Agreement shall commence on April 20, 2021 and terminate on December 31, 2023 unless extended as provided by this Agreement.

2. SERVICES

Contractor shall perform material testing services for the Darrah Road Bridge Project as described in Exhibit A, "Scope of Work," which is attached hereto and incorporated herein by reference. Contractor shall provide all staffing and materials necessary to perform the Scope of Work.

3. COMPENSATION

Without written authorization from the County Contractor shall be compensated for services performed in an amount not to exceed $25,695.38. The Contractor’s hourly rates are listed in Exhibit B, "Cost Proposal." The County shall pay Contractor within thirty (30) days of receipt of an approved invoice.

4. INSURANCE

Contractor shall procure and maintain for the duration of the agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

A. MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO)Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than
$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: ISO Form Number CA 00 01 covering any auto, (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than $1,000,000 per accident for bodily injury and property damage.

(3) Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

(4) If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provision:

(1) Additional Insured Status: The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 forms if a later edition is used).

(2) Primary Coverage: For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

(3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(4) Waiver of Subrogation: Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(5) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the
Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the County.

(7) Verification of Coverage: Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

(8) Subcontractors: Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

(9) Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5. HOLD HARMLESS/INDEMNIFICATION

Contractor shall hold harmless, defend and indemnify County and its officers, employees, agents, and volunteers, from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of County.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

7. PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS)

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the
payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

8. **STATE AND FEDERAL TAXES**

As Contractor is not County’s employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c. County will not withhold state or federal income tax from payment to Contractor;
d. County will not make disability insurance contributions on behalf of Contractor;
e. County will not obtain workers’ compensation insurance on behalf of Contractor.

9. **ASSIGNMENT**

It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

10. **NOTICE**

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective parties at the following addresses:

**CONTRACTOR:**
BSK Associates
550 West Locust Avenue
Fresno, CA 93650
559.497.2880

**COUNTY:**
Public Works
4639 Ben Hur Rd.
Mariposa, CA 95338
209.966.5356

11. **COMPLIANCE**

Contractor shall comply with all federal, state and local laws, codes, ordinance and regulations applicable to Contractor’s performance under this Agreement, including, but not limited to, laws related to prevailing wages. Specifically, Contractor shall not engage in unlawful employment discrimination, including, but not limited to, discrimination based upon a person’s race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation, as prohibited by state or federal law.
12. **PUBLIC RECORDS ACT**

Contractor is aware that this Agreement and any documents provided to the County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

13. **ENTIRE AGREEMENT AND MODIFICATION**

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties; however, matters concerning the scope of services which do not affect the agreed price may be modified by mutual written consent of the Contractor and the Director of Public Works & Transportation. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

14. **ENFORCEABILITY AND SEVERABILITY**

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

15. **TERMINATION AND RIGHTS UPON TERMINATION**

A. This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, Contractor shall immediately be paid all fees earned as of the effective date of termination.

B. Either party may terminate this Agreement for convenience upon Thirty (30) calendar days’ written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination, as set forth in Exhibit B.

C. Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County, at its option, may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this subsection, default or material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services in a timely manner, willful destruction of County property, dishonesty, or theft.

16. **NO WAIVER**

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.
17. **DISPUTES**

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney’s fees.

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

18. **CAPTIONS**

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

19. **NUMBER AND GENDER**

In this Agreement, the neutral gender includes the feminine and masculine, the singular includes the plural, and the word “person” includes corporations, partnerships, firms or associations, wherever the context so requires.

20. **MANDATORY AND PERMISSIVE**

“Shall” is mandatory. “May” is permissive.

21. **SUCCESSORS AND ASSIGNS**

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

22. **COUNTERPARTS**

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

23. **OTHER DOCUMENTS**

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

24. **CONTROLLING LAW**

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

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the agreement shall comply with all requirements of law, including capacity and authority to amend or modify the Agreement.

26. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

27. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other party.

28. WARRANTY

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all work shall be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by County shall not operate as a waiver or release.

29. FUNDING AVAILABILITY

It is mutually agreed that if the County budget of the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for this Agreement, this Agreement shall terminate and be of no further force and effect upon the day notice is provided by County to Contractor of such event. Upon termination of this Agreement, the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement except for services rendered prior to such termination and Contractor shall not be obligated to perform any provisions of this Agreement. Contractor’s assumption of risk of possible non-appropriation is part of the consideration for this Agreement. County budget decisions are subject to the discretion of the Board of Supervisors.

If funding for any fiscal year is reduced or deleted by the County budget for purposes of this Agreement, the County shall have the option to either cancel this Agreement with no liability occurring to the County, except County must reimburse Contractor for services rendered prior to
such reduction or modification of the County budget, or offer an Agreement amendment to Contractor to reflect the reduced amount.

**Funding Source: 512-1312-782-0649**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

**COUNTY OF MARIPOSA**

[Signature]

Marshall Long, Chair
Board of Supervisors

**CONTRACTOR**

[Signature]

Michael Collins
BSK Associates - Fresno Branch Manager

3/17/2021

**ATTEST:**

[Signature]

Rene LaRoche
Clerk of the Board

**APPROVED AS TO FORM:**

[Signature]

Steven W. Dahlem
County Counsel
June 4, 2020

Mr. Gary Brown, County Engineer
County of Mariposa
Department of Public Works
4639 Ben Hur Road
Mariposa, California 95338

SUBJECT: Statement of Qualifications for Geotechnical Inspection and Material Testing Services
Darrah Road Bridge Over W. Fork Chowchilla River
A HBP/FHWA Bridge Replacement Project
Federal Project No. BRLS 5940(004)
State Bridge No. 40C0070
County Project No. 1312-1318
Mariposa County, California 95338

Dear Mr. Brown;

We are pleased to submit our statement of qualification and proposal in response to your Request for Geotechnical Inspection and Material Testing Services for the Darrah Road Bridge Over W. Fork Chowchilla River – Bridge Replacement project.

With our 54 year history of supporting Public Works and Local Assistance projects, our understanding of the Quality Assurance Program (QAP), our knowledgeable, experience, and certified team; we have the staff to adequately service your needs on this contract.

Michael Collins will be your primary point of contact for this proposal and upcoming project.

As of this date, June 4, 2020, there are no addendums for this RFP on the Mariposa County website.

We look forward to working with you on this project.

Sincerely,

BSK Associates

Michael Collins
Primary Point of Contact/
Fresno Branch Manager
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CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

FIRM INFORMATION

Firm Name: BSK Associates
Firm Address for Project: 550 West Locust Avenue, Fresno, California 93650
Phone Number: (559) 497-2880
Fax Number: (559) 497-2886
Proposal Contact: Michael Collins (mcollins@bskassociates.com)
Year Founded: 1966
Number of Employees: 190
Organization Type: 100% Employee-Owned California S-Corporation

Federal Tax ID Number: 94-1633676
Small Business Enterprise Number: 2014327
DIR Number: 1000003557
Officers: Richard Johnson, President and CFO
On Man Lau, South Valley Regional Manger
Louise D'Amico, Secretary

Project Manager and Primary Contact: Michael Collins
Secondary Contact and Engineering Manager: On Man Lau, PE, GE, (California CE #57398, GE #2644)
Assistant Project Manager: Daniel Palmer, Jr.
Geotechnical Engineer: Neva Popeño, PE, GE, (California CE #73818, GE #3024)
Supervisory Technician: Christopher Helm
Senior Technician: Michael Piccolotti
Senior Technician: Kevin Wall
Laboratory and Field Technician: Ivan Reynaga
Laboratory Supervisor: Blaine Mayo
Field Technician: Geronimo Fegalquin
Field Technician: Dante Major
Field Technician: Jesus Flores

Location of Materials Testing BSK Laboratories: Fresno, Bakersfield, and Livermore.

Our firm provides the following services:

- Materials testing/special inspection
- Construction observation
- Materials laboratory testing
- Geotechnical and environmental engineering
- Engineering geology
- Hydrogeology services
- Water resources management
- Geospatial services (e.g. GIS)
- Analytical chemistry
- Hazardous materials consulting
Below is a copy of our team's organization chart for this project:

![Organization Chart]

**TEAM QUALIFICATIONS AND EXPERIENCE**

**Michael Collins** currently serves as our Fresno Branch Manager. Michael has 20 years of experience working in the materials testing and inspection industry and obtained his Bachelors of Science of Civil Engineering from California State University, Fresno and has spent the first four (4) years of his career working in a materials testing laboratory performing tests on concrete, soil and aggregate, steel, and asphalt. Many of the soil and aggregate, and asphalt were on municipality projects, using Caltrans Test Methods. He has 16 years of experience managing materials testing on transportation projects for municipalities and has participated in pavement investigations, including soil-cement treated base and full depth reclamation design and construction.

Michael has experience working with the following cities: Alhambra, Alpaugh, Arvin, Avalon, Bakersfield, California, Clovis, Delano, Fresno, Lamont, Monrovia, McFarland, Parlier, Pasadena, Porterville, Ridgecrest, Rosamond, Seal Beach, Taft, Tehachapi, Tulare, Visalia, Wasco, and Woodlake.
CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Michael has experience working with the following counties: Fresno, Kern, Kings, Los Angeles, Orange, and Tulare.

Michael has worked on two Caltrans staff augmentation jobs. One was with District 6 in the Visalia Caltrans lab, and the other with District 7, 8, and 12 at Caltrans Southern Regional Lab in Fontana, California.

On Man Lau currently serves as our South Valley Regional Manager. On Man is a California licensed professional Civil Engineer and California licensed Geotechnical Engineer with more than 25 years of full-time experience in the geotechnical and materials testing industry. On Man started working on a part-time basis for BSK in 1988 and became a full-time employee shortly after receiving his Master of Science in Civil and Environmental Engineering degree from California Polytechnic State University, San Luis Obispo in 1994. On Man’s experience includes soil placement observation and soil compaction testing, geotechnical investigations for foundations, drilled pier and pile design, liquefaction, seepage, seismic hazards, settlement, slope stability, and pavement investigations, including full depth reclamation using cement, conventional full depth reclamation, and cold in place design and construction.

On Man has experience working with the following cities: Alpaugh, Arvin, Bakersfield, California, Clovis, Delano, Fresno, Lamont, Lancaster, Lost Hills, Madera, McFarland, Porterville, Ridgecrest, Rosamond, Taft, Tehachapi, Tulare, Visalia, and Wasco.

On Man has experience working with the following counties: Fresno, Kern, Kings, Madera, Los Angeles, and Tulare.

Daniel Palmer, Jr. currently serves as our Construction Services Group Manager. Daniel (Danny) supervises the Fresno and Visalia field technicians and special inspectors. Danny has 11 years of experience as a special inspector and technician. He has been a materials testing project manager for the past five (5) years.

Danny has experience working with the following cities: Clovis, Corcoran, Fresno, Madera, Tulare, and Visalia.

Danny has experience working with the following counties: Fresno, Kings, Madera, and Tulare.

Neva Popenoe currently serves as our Geotechnical Group Manager. Neva is a California licensed professional Civil Engineer and California licensed Geotechnical Engineer with 15 years of experience in the geotechnical and materials testing industry. She received her Bachelor of Science degree in Civil and Environmental Engineering from California Polytechnic State University, San Luis Obispo in 2005. Neva’s experience includes geotechnical investigations for more than 100 bridges in California. She also has experience with geotechnical investigations for foundations, sound walls, roadway embankments, and pavement investigations, including full depth reclamation using cement and cold in place design and construction. Neva also has experience with performing pavement condition index surveys and calculations.

Neva has experience working with the following cities: Arvin, Bakersfield, Clovis, Coalinga, Corcoran, Delano, Fresno, Hanford, Lancaster, Madera, Merced, Tulare, and Visalia.
Neva has experience working with the following counties: Butte, Fresno, Kern, Kings, Madera, Mariposa, Merced, Monterey, San Juaquin, San Luis Obispo, Santa Clara, Stanislaus, Tulare, and Yuba.

Christopher Helm currently serves as an assistant to Danny Palmer, Jr. as a Supervisory Technician. Christopher (Chris) oversees our nonspecial inspector field technicians. Chris has 24 years of experience as a field technician. His experience with soil compaction testing, concrete sampling, asphalt compaction testing, and asphalt aggregate sampling. Chris has worked for BSK since 1998.

Chris has experience working with the following cities: Bakersfield, Clovis, Delano, Dinuba, Fresno, Hanford, Madera, Porterville, Tulare, and Visalia.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT125 AGG, GEN, and HMA, PCC, CT231, CT504, CT518, CT539, CT540 CT543, CT556, CT557, ACI Concrete Field-Testing Technician-Grade 1, ACI Adhesive Anchor Installation Inspector, Nuclear Gauge Certified

Geronimo Fegalquin currently serves as a Technician and Special Inspector. Geronimo has six (6) years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing.

Geronimo has experience working with following cities: Arvin, Bakersfield, California, Delano, Lamont, Lost Kevin has experience working with Kern County.

Geronimo has experience working with Kern County.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT125 AGG and HMA, CT231, CT504, CT518, CT524, CT539, CT540, CT543, CT556, CT557, ICC-Fire Proofing, Soils, and Reinforced Concrete, ACI Concrete Field-Testing Technician-Grade 1, Nuclear Gauge Certified

Jesus Flores currently serves as a Technician. Jesus has 10 years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing.

Jesus has experience working with following cities: Arvin, Bakersfield, California, Delano, Lamont, Lost Hills, McFarland, Ridgecrest, Taft, Tehachapi, and Wasco.

Jesus has experience working with Kern County.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT 125 AGG, BIT, and HMA, CT231, CT504, CT518, CT533, CT539, CT540, CT543, CT556, CT557, ICC-Soils, ACI Concrete Field-Testing Technician-Grade 1, Nuclear Gauge Certified

Kevin Wall currently serves as a Senior Technician. Kevin has 20 years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing.

Kevin has experience working with following cities: Arvin, Bakersfield, California, Delano, Lamont, Lost Hills, McFarland, Ridgecrest, Porterville, Taft, Tehachapi, Wasco, and Woodlake.
Kevin has experience working with Kern County.

[Caltrans Certified for: Material Sampling, Compaction Testing, and Concrete Testing]

CT 125 AGG and HMA, CT231, CT375, CTS04, CT518, CT523, CT533, CT539, CT540, CT543, CT556, CT557, ICC-Soils, ACI Concrete Field-Testing Technician-Grade 1, ACI Masonry Field Testing Technician, Nuclear Gauge Certified

Michael Piccolotti currently serves as a Senior Technician and Construction Resident Inspector. Michael (Mike) has approximately 15 years of experience as a technician performing soil compaction testing, concrete sampling, asphalt placement observation and compaction testing. Mike has also worked as a Construction Observer, and we have utilized him to serve our clients as an on-site Resident Civil Inspector.

Mike has experience working with following cities: Alpaugh, Arvin, Big Bear, Bakersfield, California, Cutler-Orosi, Delano, Fresno, Lamont, Lost Hills, Merced, McFarland, Hanford, Ridgecrest, Porterville, Tehachapi, Ventura, Wasco, and Woodlake.

Mike has experience working with Fresno Madera, Kern, and Merced Counties.

[Caltrans Certified for: Material Sampling and Compaction Testing]

CT125 AGG, Bit, and HMA, CT231, ICC Soils, ACI Concrete Field-Testing Technician-Grade 1, Nuclear Gauge Certified

Blaine Mayo currently serves as our Fresno Materials Laboratory Supervisor. Blaine has three years of experience with materials testing services. He has experience with laboratory testing of soil, concrete, asphalt, masonry, and rebar. He has experience with sampling and testing soil and concrete in the field. Blaine has recently completed his course work requirement for obtaining his Bachelor's of Science degree in Civil Engineering. He has obtained his Engineer-In-Training (EIT) certification.

We have included copies of our field technicians' certifications in Appendix A.

[Caltrans Certified for: Material Sampling and Aggregate Laboratory Testing]

JTCP AGGREGATES, ACI Concrete Field-Testing Technician-Grade 1, ACI Concrete Strength Technician, ACI Aggregate Testing Technician-Level 1, Nuclear Gauge Certified

Fresno Laboratory: AASHTO T11, T27, R47, R76, T84, T85,T96, T166, T176, T209, T210, T248, T225, T269, T275, T304, T308, T329, T335, CT105, T106, CT125 ADMIX, AGG, BIT, CEM, HMA, CT201, CT202, CT205, CT206, CT207, CT211, CT216, CT217, CT226, CT227, CT229, CT231, CT234, CT235, CT304, CT308, CT309, CT370, CT375, CT382, CT504, CT518, CT521, CT533, CT539, CT540

Bakersfield Laboratory: CT105, CT106, CT125 ADMIX, AGG, BIT, GEN, HMA, PCC, CT201, CT202, CT204, CT205, CT206, CT207, CT212, CT213, CT216, CT217, CT226, CT227, CT229, CT231, CT234, CT235, CT301, CT375, CT504, CT518, CT521, CT523, CT524, CT533, CT539, CT540, CT543, CT556, and CT557
CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Livermore Laboratory: AASTHO T11, T27, R47, R76, T84, T85, T96, T166, T176, T209, T210, T255, T269, T275, T283, T304, T308, T312, T324, T329, T335, CT105, CT106, CT125 AGG, BIT, GEN, and HMA, CT202, CT204, CT205, CT206, CT207, CT211, CT212, CT214, CT216, CT217, CT226, CT227, CT229, CT231, CT234, CT235, CT301, CT204, CT308, CT309, CT366, CT367, CT370, CT371, CT375, CT382, CT384, CT504, CT518, CT521, CT223, CT533, CT540, CT543, CT556, CT557, and SP 2

We have included copies of our laboratory certifications in Appendix B

PROJECT EXPERIENCE

Project: Kern River Bridge Improvements
Agency: City of Bakersfield

Project Description: This project was the first phase of the Centennial Corridor project that will connect State Route 58 to the Westside Parkway. The project included the widening of two existing bridges that cross over the Kern River and Truxtun Avenue; these widened bridges will provide for the ultimate mainline freeway for both eastbound and westbound traffic on future State Route (SR) 58. The project also included the construction of the future westbound SR-58 off-ramp to Mohawk Street; this off-ramp requires the construction of two new bridges, one to cross over the Kern River and one to cross over Truxtun Avenue. Other improvements included widening of the existing on-ramp from Mohawk Street to eastbound SR-58 and installation of ramp metering facilities; storm drainage facilities including retention basins; traffic signal system modifications; a retaining wall along the future westbound SR-58 off-ramp to Mohawk Street; signing and striping improvements; replacement of the metal beam guardrail around the perimeter of the eastbound off-ramp to Truxtun Avenue with a concrete barrier; and makes various improvements to the existing Westside Parkway.

Key Staff: Adam Terronez, Project Manager; Craig Richardson, Field Technician; Christopher Helm, Field Technician
Funding: Federal and Local
BSK Contract Value: $823,600
Project Duration: June 2017 to November 2019

Project: Beltway Operational Improvements
Agency: City of Bakersfield

Project Description: This project improves safety and traffic operations along the State Route 58 corridor east of State Route 99 to Cottonwood Road, and at the State Route 99/Ming Avenue Interchange. The project consisted of operational improvements to interchange ramps and the construction of auxiliary lanes, retaining walls and sound walls. BSK provided source inspection, concrete sampling for structural and for pavement.
CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

**Key Staff:** Adam Terronez, Project Manager; Michael Collins, Project Manager; Geronimo Fegalquín, Field Technician; Craig Richardson, Field Technician; Dante Majors, Field Technician

**Funding:** Federal and Local

**BSK Contract Value:** $421,000

**Project Duration:** August 2015 to October 2018

**Project:** Marsh Creek Road Bridge Replacement

**Agency:** Unincorporated Contra Costa County

**Project Description:** Located in the unincorporated area of east Contra Costa County between Clayton and Brentwood, the $4.9 million Marsh Creek Road Bridge Replacement project replaced an existing 29.5 ft. wide by 44.5 ft. long steel girder bridge with a new, wider, two-stage precast/pre-stressed wide-flange California Bulb Tee girder bridge. Each bridge abutment had either wingwall or retaining walls constructed in each corner of the bridge. The new bridge has two 12 ft. lanes and two 8 ft. shoulders. Several Accelerated Bridge Construction (ABC) techniques were utilized in an area which presented several environmental restrictions. The project area had 6,000 vehicles/day traveling along Marsh Creek Road. Construction was staged in four phases. This project was primarily funded by Federal Highway Bridge Replacement funding, Local Road funds, and SB-1 funds. The project was designed to Caltrans standards.

The project used high early strength concrete and concrete accelerants, and soil-cement backfill with geogrid. Additional elements included 22 ft. tall temporary soil-nail shoring walls, a soldier pile wall with concrete facing. The project team approved two special concrete mix designs, one with higher cement content and water reducers (Delvo), and another with concrete accelerator BASF MasterSet AC 534, which was pre-approved through Caltrans, achieving over 4,200 psi concrete in 3 days. As a subconsultant to Substrate, Inc., and under Hill International's direction, BSK's role in the project was to support source inspection of six – 88'3" long girders at Confab LLC in Lathrop, as well as Quality Assurance materials testing/special inspection of structural backfill, aggregate base, hot mix asphalt and structural concrete.

**Key Staff:** Timothy Rodriguez, Project Manager; Scott Orr, Field Technician

**Funding:** Federal and Local

**BSK Contract Value:** $49,900

**Project Duration:** June 2018 to December 2018
CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Project: Alhambra Valley Road Washout and Culvert Repair
Agency: Contra Costa County
Project Description: Alhambra Valley Road is a major collector with the average daily trips equaling 2,862. It serves as an important commute route, providing access to deliver essential public services to the surrounding rural residential areas, as well as being a scenic highway popular among bicycle riders. Alhambra Valley Road at the Pinole Creek crossing completely washed out during a January 2017 storm event. The Pinole Creek watershed is a known steelhead spawning habitat. The repair constructed a single span, pre-cast, pre-stressed voided slab bridge – 60 ft. span by 40 ft. width, supported on concrete abutments on driven piles, roadway and channel excavation, imported borrow, rock slope protection, aggregate base, Hot Mix Asphalt, fencing, signing and striping. The new bridge accommodates two 12 ft. lanes and five 8 ft. shoulders for bicycles and pedestrians. The project was designed to make steelhead fish passage unimpeded.
Under a geotechnical engineering on-call services contract directly with Contra Costa County, BSK investigated the landslide and provided repair recommendations so the roadway could be restored. Recommendations included soldier pile and lagging, stitch piers, and landslide removal and slope reconstruction. As part of a separate on-call construction management contract, BSK provided materials testing services to include structural backfill, roadway subgrade and base material, hot mix asphalt and structural concrete.

Key Staff: Timothy Rodriguez, Project Manager; Matthew Langstrom, Field Technician
Funding: Federal and Local
BSK Contract Value: $29,000
Project Duration: August 2017 to November 2017

Project: North Fork Roundabout
Agency: County of Madera
Project Description: Construction of a new single-lane roundabout at the intersection of Road 225 and Road 274 in North Fork, California.

Key Staff: Andy Neufeld, Project Manager; Michael Piccolotti, Field Technician; Chris Helm, Field Technician
Funding: Federal-Engineer’s Estimate $1,970,000
BSK Contract Value: $31,000
Project Duration: July 2019 – November 2019
CONSULTANT INFORMATION, QUALIFICATIONS & EXPERIENCE

Project: Jaye Street Bridge at Tule River Rehab
Agency: City of Porterville
Project Description: Rehabilitation and widening of the Jaye Street Bridge to accommodate 4 through lanes of traffic from Springville Avenue to Date Avenue. Construction of a new reinforced concrete box culvert beneath the bridge to convey Hubbs-Miner Ditch, the continuation of the Tule River Parkway trail and replacement of a City owned water main.

Key Staff: Michael Collins, Project Manager; Nick Rossiter, Assistant Project Manager; Kevin Wall, Lead Technician; Geronimo Fegalquin, Field Technician; Jesus Flores, Field Technician; Craig Richardson, Field Technician
Funding: Federal
BSK Contract Value: $70,622
Project Duration: August 2016 to April 2018

Project: City of Woodlake S. Valencia Blvd. Improvement
Agency: City of Woodlake
Project Description: Soil and Aggregate Base Compaction Testing and HMA and HMA Aggregate Sampling and Testing from Bravo Avenue to 595 South Valencia Boulevard (approximately 3,000 feet)

Key Staff: Michael Collins, Project Manager; Michael Piccolotti, Field Technician; Christopher Helm, Field Technician
Funding: Measure R and Minor SHOPP
BSK Contract Value: $8,000
Project Duration: October 2018 to January 2019
SCOPE OF WORK

The work we perform on this project will comply with the Caltrans’ 2008 Quality Assurance Program (QAP) Manual for Use by Local Agencies, which the County of Mariposa has adopted as their QAP.

We are familiar with Caltrans test methods and laboratory procedures.

We plan to conform to the QAP, Appendix B when it comes to obtaining sample sizes, sampling and testing frequencies, and sample and test procedures for obtaining samples and performing field and laboratory tests.

Our scope of services on this project will include the following:

- observe the spread footing abutments;
- perform compaction testing of fill soil, wall backfill, foundation, and pavement subgrade;
- assist with monitoring the placement of asphalt uniformity, thickness, temperature and asphalt compaction testing;
- sample asphalt from the field or from the plant for laboratory acceptance testing;
- sample asphalt aggregate from the plant for laboratory acceptance testing;
- sample concrete aggregates, admixtures, additives, and cementitious material and hold or test from local source or plant *(See Note 1 and Note 2)*
- sample and test freshly mixed structural concrete in the field; and
- perform laboratory tests on concrete samples.

**Note 1:** Our materials laboratories do not the equipment or experience to perform laboratory tests on cement, fly ash, air entrained admixtures, or water reducers. We would either exclude that from our scope or contract with a subconsultant laboratory if testing is necessary.

**Note 2:** Our analytical laboratory can perform chloride and sulfate content on the concrete water.

We plan to use our Fresno laboratory to perform the testing on this project. We will utilize our Livermore laboratory to prepare the asphalt specimen for bulk specific gravity and perform stability tests because we do not have an operating kneading compactor in our Fresno laboratory. We will also use our laboratory in Livermore or Bakersfield laboratory as backup to our Fresno laboratory. When we use our Livermore or Bakersfield laboratory, we will not charge you for the shipping charges.

TECHNICIAN ASSIGNMENT

Generally, we assign the same technician to the same project for consistency. If we receive at least 24-hours notice from the County’s authorized representative, we can increase the chances of us providing the same technician. However, we have other technicians who are certified and experienced to provide backup, on a temporary basis, to our primary technician, until he returns to the project.

Our Project Manager, Michael Collins, will oversee the project and will be the County’s primary contact for this contract, and along with the assistance of On Man Lau, oversee the technical aspects of the project. Michael will also monitor the budget and communicate with the County the status of our monthly charges with respect to the projects’ budgets.

We also have a Dispatcher, Mark Leyva, whom the County can contact to schedule the service of our technicians. Our Dispatcher is dedicated to receiving scheduling calls and assigning the appropriate technician to the job.
SCOPE OF WORK

RESPONSE TIME

We realize the importance of timely service -- from a quick response to requests for cost estimates for Task Orders -- through prompt and accurate dispatch, reporting of test results, and addressing any non-conformance items.

Many agencies choose to issue service requests for task orders on a day-to-day basis. When this is the case, our Project Manager, Michael Collins, will work with our Dispatcher to coordinate testing services. We typically request a 24-hour lead time for scheduling requests but are often able to support "emergency" requests with as little as a 4-hour notice. Our dispatcher, Mark Leyva, is well-versed in the qualifications of the technicians we need to provide for specific types of inspections and tests.

Our Engineering Manager, On Man Lau, and our Project Manager, Michael Collins, will review the field and laboratory test reports on this contact. Our standard process for report distribution is through email, though we are happy to accommodate a project-specific document control system at the County's request. Our Field Technicians can digitally sign their Field Reports using BSK's automated report processing and distribution system, MetaField®, and can email to the project team by the day following the date that the service is provided.

It has been our experience with public works projects that the volume and pace of work rise and fall over the course of the year. Although, the potential for emergency work is present throughout the year, projects that have longer durations, have been in planning for a significant time or may be sensitive to poor weather, tend to begin earlier in the year and extend into or through the summer months. Late summer and fall months lend themselves to the "paving season" and often result in an increase in service needs. The service needs required for the materials testing and inspection services for the County will be truly dependent on the types of projects, pace of work, and quantity of concurrent task orders issued. Our experience with similar public agency on-call contracts is that service needs may require anywhere from 1 to 3 staff members at any given time. We are prepared to support this workload with additional staff as required.

EQUIPMENT

The level of professionalism we value at BSK is such that we replace and discard poorly operating equipment. We calibrate our nuclear gauges, concrete testing equipment, and our laboratory testing equipment at the minimum frequencies that the respective test methods require.

Our Field Technicians use nuclear density gauges to perform soil and aggregate base and asphalt compaction tests. They use slump or "Kelly Ball" for testing the workability of concrete, pressure meters for normal and heavy weight concrete air content, thermometers for determining concrete temperature, and unit weight bucket for determining unit weight and yield values of concrete.

Our Field Technicians use temperature probes and infrared guns to determine asphalt temperature and quartering devices for splitting asphalt samples to smaller sizes.
QUALITY ASSURANCE/QUALITY CONTROL REVIEW AND REPORT FORMS

We perform our operations, management, inspections, materials testing and inspection, and reporting in accordance with our Quality Control Manual and in accordance with our Caltrans Quality Control Manual where Caltrans Test Methods are employed. As part of our AASHTO accreditation process, AASHTO reviews and evaluates these documents and procedures (referencing ASTM E-329). Caltrans references our Caltrans Quality Control Manual for Caltrans Certification process.

As a requirement of our accreditation process, we evaluate our field and laboratory staff and provide them with documented in-house training. Our technical supervisors evaluate, and responsible engineers evaluate our technical proficiency to ensure our staff perform in accordance with applicable standards. We audit our Subconsultants for conformance with BSK’s internal quality control program, and Subconsultant deliverables undergo the same review process as BSK’s direct products.

Our internal quality program requires a dual review of all client deliverables. For the County of Mariposa contract, Michael Collins and On Man Lau, PE, GE, will review daily field reports and laboratory testing reports and track any non-conformance items while addressing resolutions throughout the construction process. We will immediately communicate Non-conforming test results to the designated County contact. We will email laboratory test results following review of the test results by Michael Collins. Upon completion of each project, we will provide the County with final reports for timely project closeout.

It has been our experience in support of the public sector that timely turnaround of test results is critical to a project’s success and the communication between our team, our client, and the contractor. This is one of the primary focuses of our team, specifically our project manager, dispatcher, and laboratory manager. As such, we work to develop relationships and promote open and frequent communication with the County’s representative, while our laboratory works to ensure timely delivery of test results in accordance with industry standards and the Caltrans Construction Manual.
EXAMPLES OF DELIVERABLES

Example test reports for most of the tests listed in Attachment B – Price Schedule, Special Inspections and Materials Testing Services, are provided below. Please note that our in-house laboratory can perform all the tests, including CTM 367. CTM 367 is a series of several tests utilized for hot mix asphalt mix design development and would include several reports. Therefore, because of the page limitation, we have excluded a report for this item. Also, Caltrans now observes ACI/ASTM test methods for concrete field sampling and testing.

Item 1 - CTM 231 – Method of Test for Relative Compaction of Untreated/Treated Soils/Aggregates

---

**State of California Relative Compaction Test Using a Nuclear Gauge - Test Method 231**

<table>
<thead>
<tr>
<th>Test Location, Area Limits, Stations, Sketch:</th>
</tr>
</thead>
</table>

**Gauge Number:** 8357  
**Technician:** David Eckhardt  
**Sample Number:** 4217  
**Sample Date:** 07/12/2019  
**Depth:** 10  
**Material Number:** 1  
**Material Type:** Silty Sand

**In-Place Test by Nuclear Gauge**

<table>
<thead>
<tr>
<th>Standard Count Density</th>
<th>Standard Count Moisture</th>
</tr>
</thead>
<tbody>
<tr>
<td>36567</td>
<td>B: 8966</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Count or Density</th>
<th>Moisture Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>1: 23470</td>
<td>1: 1366</td>
</tr>
<tr>
<td>2: 20841</td>
<td>2: 2042</td>
</tr>
<tr>
<td>3: 25567</td>
<td>3: 1700</td>
</tr>
<tr>
<td>4: 0</td>
<td>4: 0</td>
</tr>
<tr>
<td>5: 0</td>
<td>5: 0</td>
</tr>
</tbody>
</table>

**B.E:** 72908  
**F.E:** 5108  
**C.E:** 24383  
**G.E:** 1703

**Count Ratio - CIA:** 0.86  
**Count Ratio - GIE:** 0.171

**D. Ave. Density (g/cc):** 1.87  
**H. Ave. Moisture (g/cc):** 0.01

**Calculated Percent Relative Compaction (Nearest 0.1%):** 91.7  
**Percent Relative Compaction (Nearest Whole Number):** 92

**Density Spec:** 80

**Result:**

*Note: Dv for <10% + 3/4 in. agg. and Dv for >10% + 3/4 in. agg.

**From Tests:**

**Density:**

---

**Impact Test Data**

**Specimen:** 1  
**Specimen Date:** 07/15/2019

**Water Adj.:** 80  
**Tamper Reading:** 10.3  
**J. Wet Density (g/cc):** 2.02  
**Sample for Rock Correction**

**K = 3/4 in. Adj.**

**% Adjustment:**

**L. Total Sample Weight (g):** 20  
**M. +3/4 in. Wt in Air:** 21.25  
**N. +3/4 in. Wt in Water:** 26.30  
**O. +3/4 in. Volume:** 31.55  
**P. % of 3/4 in:** 36.40  
**Q. % of 3/4 in:** 41.45  
**R. Density of + 3/4 in:** 46.50  
**S. + 3/4 in / Den of + 3/4 in:** 1.00  
**T. % -3/4 in / Den of -3/4 in:** 0.00  
**U. Sum of S and T:** 1.00  
**V. Adjusted Density:**
**SCOPE OF WORK**

Item 2 - CTM 216 – Method of Test for Relative Compaction of Untreated/Treated Soils/Aggregates

### State of California Relative Compaction Test - Test Method 216

<table>
<thead>
<tr>
<th>Location: Subgrade - Existing</th>
<th>Test No.: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Details:</td>
<td>Sampled By: David Eickhardt</td>
</tr>
<tr>
<td>Access road for haul trucks in future fill slope for basin and pedestrian NE ramp area</td>
<td>Sample Date: 07/12/2019</td>
</tr>
<tr>
<td>Material: SM Silty Sand</td>
<td>Sample From: test locations 1, 2, and 3</td>
</tr>
</tbody>
</table>

#### SAND VOLUME DATA

<table>
<thead>
<tr>
<th>A. Initial Wt. of Sand (g):</th>
<th>B. Wt of Residue (g):</th>
<th>C. Wt of Sand Used:</th>
<th>D. Cone Correction (g):</th>
<th>E. Wt of Sand in Hole:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### ROCK CORRECTION

<table>
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<tr>
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<tbody>
<tr>
<td></td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Percent Relative Compaction*</th>
<th>Specific Gravity</th>
<th>Faik:</th>
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<tbody>
<tr>
<td>80</td>
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</table>

<table>
<thead>
<tr>
<th>Water Adj. (g):</th>
<th>Tamper Reading:</th>
<th>Adj. Wat Den (g/cc):</th>
</tr>
</thead>
<tbody>
<tr>
<td>88</td>
<td>10.3</td>
<td>2.02</td>
</tr>
<tr>
<td>132</td>
<td>10.2</td>
<td>2.04</td>
</tr>
<tr>
<td>176</td>
<td>10.6</td>
<td>1.97</td>
</tr>
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</table>

#### Impact Test Data

Test Completed Date: 07/15/2019

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<th>Increment:</th>
<th>1</th>
<th>2</th>
<th>3</th>
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<tbody>
<tr>
<td>Water Adj. (g):</td>
<td>88</td>
<td>132</td>
<td>176</td>
</tr>
<tr>
<td>Tamper Reading:</td>
<td>10.3</td>
<td>10.2</td>
<td>10.6</td>
</tr>
<tr>
<td>Adj. Wat Den (g/cc):</td>
<td>2.02</td>
<td>2.04</td>
<td>1.97</td>
</tr>
</tbody>
</table>

#### Density (g/cc)

- 2.06
- 2.04
- 2.02
- 2.00
- 1.98
- 1.96
- 1.94
- 1.92

**Water Adjustment (g)**

- 88
- 132
- 176

### In-Place Wet wt.

<table>
<thead>
<tr>
<th>Test Spec. Wet Wt. (opt.):</th>
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<tbody>
<tr>
<td></td>
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</table>

### In-place Dry wt.

<table>
<thead>
<tr>
<th>Test Spec. Dry Wt.:</th>
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<tbody>
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<td></td>
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### In-Place Water:

<table>
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<tr>
<th>Test Spec. Water:</th>
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### In-place % Water:

<table>
<thead>
<tr>
<th>Test Spec % Water:</th>
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<tbody>
<tr>
<td></td>
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</tbody>
</table>

### Moisture Correction:

<table>
<thead>
<tr>
<th>Moisture Correction in excess of Opt. +1%:</th>
<th>% Moisture by CMR 226:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

### 3/4-in Aggregate Adjustment (g)

<table>
<thead>
<tr>
<th>% 3/4-in (P)</th>
<th>Adjustment</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 or less</td>
<td>1.00</td>
</tr>
<tr>
<td>21-25</td>
<td>0.80</td>
</tr>
<tr>
<td>26-30</td>
<td>0.86</td>
</tr>
<tr>
<td>31-35</td>
<td>0.87</td>
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<tr>
<td>36-40</td>
<td>0.90</td>
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<td>41-42</td>
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</tr>
<tr>
<td>43-50</td>
<td>0.92</td>
</tr>
<tr>
<td>51-50</td>
<td>0.94</td>
</tr>
</tbody>
</table>
Item 3 - CTM 202 – Method of Test for Sieve Analysis of Fine and Coarse Aggregates

### Aggregate Sieve Analysis

**Client:** Drake Hagan & Associates  
11065 White Rock Rd  
Rancho Cordova, CA 95670

**Project:** C132518/L (285148)  
City of Manteca SR-120/Union Road  
SR-120 & Union Road  
Manteca, CA

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Weight Retained (g)</th>
<th>Cumulative Weight (g)</th>
<th>Percent Retained (%)</th>
<th>Percent Passing (%)</th>
<th>Operating Range</th>
<th>Meets Operating Range</th>
<th>Contract Compliance</th>
<th>Meets Contract Compliance</th>
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<tbody>
<tr>
<td>3/8&quot;</td>
<td>0.0</td>
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<td>0.0</td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#4</td>
<td>3.5</td>
<td>3.5</td>
<td>0.7</td>
<td>96.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>#8</td>
<td>5.1</td>
<td>8.6</td>
<td>1.7</td>
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<td>5.3</td>
<td>13.9</td>
<td>2.7</td>
<td>97.3</td>
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<td>#30</td>
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<td>#100</td>
<td>140.3</td>
<td>232.4</td>
<td>44.9</td>
<td>55.1</td>
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<td></td>
<td></td>
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<tr>
<td>#200</td>
<td>71.7</td>
<td>304.1</td>
<td>58.7</td>
<td>41.3</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Test Completed By: Nicholas Shealy  
Test Completed Date: 08/22/2019  
Approved By: Randy Conez  
Approved Date: 08/22/2019
## Scope of Work

### Item 4 - CTM 205 – Method of Test for Determining Percentage of Crushed Particles

<table>
<thead>
<tr>
<th>Percent of Fractured Particles</th>
<th>Report #: PFP-020001</th>
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<tbody>
<tr>
<td>Client:</td>
<td>Project:</td>
</tr>
<tr>
<td>Alta Vista Solutions</td>
<td>CS7K044L</td>
</tr>
<tr>
<td>&lt;Default&gt;</td>
<td>AVS Cal-Cali Materials Testing North Bay</td>
</tr>
<tr>
<td>Richmond, CA 94806</td>
<td>Cal Trans District 4</td>
</tr>
<tr>
<td></td>
<td>SF CA, CA 94609</td>
</tr>
</tbody>
</table>

| Technician: Nicholas Shelby    | Sample Date: 09/12/2019 |
| Sample Location: Stockpile    | Sample Number: 5088    |
| Description: 3/4" HMA-SP, WMA  |
| Lab ID: BSK Livermore         |

### CT 205

#### Coarse Percent Crushed Tests

<table>
<thead>
<tr>
<th>Size Fractions</th>
<th>Cumulative Percent Passing (%)</th>
<th>Individual Percent Retained (%)</th>
<th>Mass of Crushed Face 1 (g)</th>
<th>Mass of Crushed Face 2 (g)</th>
<th>Mass of Sample (g)</th>
<th>1 Face Percent Crushed Particles (%)</th>
<th>2 Face Percent Crushed Particles (%)</th>
<th>1 Face Individual Percent Crushed Particles (%)</th>
<th>2 Face Individual Percent Crushed Particles (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3/4&quot; x 1/2&quot;</td>
<td>90</td>
<td>10</td>
<td>968.8</td>
<td>968.8</td>
<td>1000.2</td>
<td>100</td>
<td>98</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>1/2&quot; x 3/8&quot;</td>
<td>87</td>
<td>13</td>
<td>500.0</td>
<td>498.2</td>
<td>500.0</td>
<td>100</td>
<td>99</td>
<td>13</td>
<td>13</td>
</tr>
<tr>
<td>3/8&quot; x #4</td>
<td>75</td>
<td>25</td>
<td>100.8</td>
<td>97.1</td>
<td>100.8</td>
<td>100</td>
<td>96</td>
<td>25</td>
<td>24</td>
</tr>
<tr>
<td>Total</td>
<td>48</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>% Crushed Coarse Fraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Face Percent Coarse Fraction (%)</td>
</tr>
<tr>
<td>2 Face Percent Coarse Fraction (%)</td>
</tr>
</tbody>
</table>

#### Fine Percent Crushed

<table>
<thead>
<tr>
<th>4x8 Size Fraction</th>
<th>4x8 Cumulative Percent Passing (%)</th>
<th>4x8 Individual Percent Retained (%)</th>
<th>4x8 Mass of Crushed 1 Face (g)</th>
<th>4x8 Mass of Crushed (g)</th>
<th>4x8 Mass of Sample (g)</th>
<th>4x8 Percent Crushed Particles (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>#4 x #8</td>
<td>74</td>
<td>26</td>
<td>98.80</td>
<td>98.8</td>
<td>100.8</td>
<td>98</td>
</tr>
</tbody>
</table>

Percent Fine Crushed Fraction (%): 98

Test Completed By: Nicholas Shelby
Test Completed Date: 09/12/2019
Approved By: Randy Comer
Approved Date: 09/12/2019
### Scope of Work

Item 5 - CTM 217 – Method of Test for Sand Equivalent

**Sand Equivalent Test**

**Client:** Stanislaus County Public Works
Public Works
Modesto, CA 95358

**Project:** C1820861L
Geer Road & Whitmore Avenue Intersection
Geer Road & Santa Fe Avenue
No City, CA 95999

---

**Sampled By:** Scott Orr  
**Sample Date:** 11/05/2018  
**Sample Location:** Santa Fe Aggregates  
**Sample Number:** 1312  
**Description:** 3/4" HMA Type A with 15% RAP (WMT34RAPHV7010)  
**Lab ID:** BSK Livermore

---

<table>
<thead>
<tr>
<th>Trial Number</th>
<th>1</th>
<th>2</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clay Reading</td>
<td>5.2</td>
<td>5.1</td>
<td>5.1</td>
</tr>
<tr>
<td>Sand Reading</td>
<td>3.4</td>
<td>3.3</td>
<td>3.4</td>
</tr>
<tr>
<td>Sand Equivalent</td>
<td>66</td>
<td>65</td>
<td>87</td>
</tr>
</tbody>
</table>

**Average Sand Equivalent:** 66

**Operating Range:** 47  
**Meets Operating Range Specification:** Yes

**Test Completed By:** Nicholas Shelly  
**Test Completed Date:** 11/05/2018  
**Approved By:** Randy Cortez  
**Approved Date:** 11/06/2018
SCOPE OF WORK

Items 6 and 7 - CTM 308 – Method of Test for Determining Bulk Specific Gravity and Density of Compacted Hot Mix Asphalt. CTM 366 – Method of Test for Stabilometer Value

The results of these two test methods are presented below as combined test results.

<table>
<thead>
<tr>
<th>Stability with Wax Coated Bulk SPG</th>
<th>Report #: SWCBSG-008001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client:</td>
<td>Project:</td>
</tr>
<tr>
<td>Stanislaus County Public Works</td>
<td>C1802966L</td>
</tr>
<tr>
<td>Public Works</td>
<td>Geer Road &amp; Whittmore Avenue Intersection</td>
</tr>
<tr>
<td>Modesto, CA 95358</td>
<td>Geer Road &amp; Santa Fe Avenue</td>
</tr>
<tr>
<td></td>
<td>No City, CA 99999</td>
</tr>
</tbody>
</table>

Technician: Scott Orr
Sample Date: 11/05/2018
Sample Number: 1309
Sample Location: Teichert-Winton QC

Source: Teichert HMA plant in Winton, Ca
Mix: WHT346AP/YV7010

Description:
I informed Teichert QC I needed adequate samples to perform all the tests they plan to perform. Teichert QC sampled the HMA and binder.

Lab: BSK Livermore

CT 368 / CT 308

<table>
<thead>
<tr>
<th>Stabilometer A/C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mold Number</td>
</tr>
<tr>
<td>Height of Briquette</td>
</tr>
<tr>
<td>500</td>
</tr>
<tr>
<td>1000</td>
</tr>
<tr>
<td>2000</td>
</tr>
<tr>
<td>3000</td>
</tr>
<tr>
<td>4000</td>
</tr>
<tr>
<td>5000 (400 psi)</td>
</tr>
<tr>
<td>6000</td>
</tr>
<tr>
<td>Turns Displacement</td>
</tr>
<tr>
<td>Uncorrected Stability</td>
</tr>
<tr>
<td>Corrected Stability</td>
</tr>
</tbody>
</table>

The results relate only to the items inspected or tested.
The report shall not be reproduced, except in full, without the prior written approval of BSK.
### Specific Gravity

<table>
<thead>
<tr>
<th>Sample Thickness</th>
<th>2.6</th>
<th>2.6</th>
<th>2.6</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weight in Air</td>
<td>1258.2</td>
<td>1256.5</td>
<td>1226.7</td>
</tr>
<tr>
<td>Weight Wax Coated</td>
<td>1279.8</td>
<td>1275.3</td>
<td>1245.9</td>
</tr>
<tr>
<td>Weight in Water</td>
<td>726.5</td>
<td>727.7</td>
<td>710.5</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>2.377</td>
<td>2.386</td>
<td>2.386</td>
</tr>
<tr>
<td>Unit Weight</td>
<td>147.9</td>
<td>148.5</td>
<td>148.5</td>
</tr>
</tbody>
</table>

### Air Voids

<table>
<thead>
<tr>
<th>Bulk Specific Gravity</th>
<th>2.377</th>
<th>2.386</th>
<th>2.386</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum Specific Gravity</td>
<td>2.458</td>
<td>2.458</td>
<td>2.458</td>
</tr>
<tr>
<td>Air Void Percent</td>
<td>3.30</td>
<td>2.93</td>
<td>2.93</td>
</tr>
</tbody>
</table>

### Averages

<table>
<thead>
<tr>
<th>Average Corrected Stability</th>
<th>39</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Specific Gravity</td>
<td>2.383</td>
</tr>
<tr>
<td>Average Unit Weight</td>
<td>148.3</td>
</tr>
<tr>
<td>Average Air Void Percent</td>
<td>3.05</td>
</tr>
</tbody>
</table>

Test Completed By: Nicholas Shelly  
Test Completed Date: 11/07/2018

Approved By: Randy Cortez  
Approved Date: 11/07/2018

The results relate only to the items inspected or tested.  
The report shall not be reproduced, except in full, without the prior written approval of BSK.
**Item 8 - CTM 382 – Determination of Asphalt Content of Bituminous Mixtures by the Ignition Method**

---

### Oil Content Ignition

**Client:** Stanislaus County Public Works  
**Project:** C18208611, Geer Road & Santa Fe Avenue Intersection  
**Location:** Geer Road & Santa Fe Avenue  
**No City, CA 95990**

**Technician:** Ken Clark  
**Sample Number:** 1378  
**Sample Location:** N/S Santa Fe Ave. Between Geer Rd. and Service Rd.  
**Description:** 3/4" HMA  
**Lab:** BSK Livermore

**Sample Date:** 11/12/2018  
**Mix:** 21100  
**Tonnage:** 231 620  
**Source:** George Read Inc.

---

**CT 382**

Furnace Temperature Set Point (°C): 538

<table>
<thead>
<tr>
<th>Parameter Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>$M_s$ Mass of Sample Basket(s) and Catch Pan (g)</td>
<td>3619 g</td>
</tr>
<tr>
<td>$M_{total}$ Initial Mass of Sample, Sample Basket(s), and Catch Pan (g)</td>
<td>5033.3 g</td>
</tr>
<tr>
<td>$M_i$ Initial Mass of Sample (g)</td>
<td>2033.6 g</td>
</tr>
<tr>
<td>$M_f$ Final Mass of Sample, Sample Baskets, and Catch Pan After Ignition (g)</td>
<td>4905.4 g</td>
</tr>
<tr>
<td>Total Ignition Time (minutes)</td>
<td>43 minutes</td>
</tr>
<tr>
<td>Moisture Content</td>
<td>0.00 %</td>
</tr>
<tr>
<td>Correction Factor</td>
<td>0.54</td>
</tr>
<tr>
<td>AC By Total Weight of Mix (%)</td>
<td>5.81 %</td>
</tr>
<tr>
<td>AC By Aggregate Weight (%)</td>
<td>6.24 %</td>
</tr>
</tbody>
</table>

**Test Completed By:** Reza Dinell  
**Test Completed Date:** 11/13/2018

**Approved By:** Randy Cortez  
**Approved Date:** 11/14/2018
Item 9 - CTM 375 – Determining the In-Place Density and Relative Compaction of Hot Mix Asphalt Pavement Using Nuclear Gauge

**SCOPE OF WORK**

**DENSITY AND RELATIVE COMPACCIÓN OF IN-SITU ASPHALT CONCRETE**

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>Tested By</th>
<th>Lot Number</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contra Costa County</td>
<td></td>
<td></td>
<td>12/18/2018</td>
</tr>
<tr>
<td>Marsh Creek Rd Bridge</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BSK #09 C10-149-51</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NUCLEAR DEVICE**

<table>
<thead>
<tr>
<th>Date of Calibration</th>
<th>Model &amp; ID</th>
<th>Standard Count</th>
<th>Setting Entered Depth Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/10/2019</td>
<td>MC-1 ORP 8,8447</td>
<td>1050</td>
<td>BS</td>
</tr>
</tbody>
</table>

**TEST AREA LIMITS**

<table>
<thead>
<tr>
<th>Limits</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>BS</td>
<td></td>
</tr>
</tbody>
</table>

**FIELD NOTES AND CALCULATIONS**

On-site for periodic QA HMA compaction testing and sampling per Project Inspector Gus Zuniga. The contractor, Vintage Paving, is paving 0.16' of 1.2' HMA for all lanes of Marsh Creek Rd on the East and West side of the bridge. HMA samples were taken for QA testing per Caltrans section 59. Testing performed QC and provided me with (2) 4' cores.

**COLUMN** | **RANDOM NUMBER** | **TABLE #** | **BLOCK #** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Location (North)</td>
<td>0.001</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td>2. Right (Transverse Location)</td>
<td>0.625</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>TEST SITE LOCATIONS</td>
<td>5</td>
<td>5</td>
<td>6</td>
</tr>
<tr>
<td>1. Longitudinal Distance from Static Point</td>
<td>0.285</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td>2. Transverse Distance from Base (W)</td>
<td>0.282</td>
<td>9</td>
<td>10</td>
</tr>
<tr>
<td>N</td>
<td>0.322</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>Density (pcf)</td>
<td>0.547</td>
<td>13</td>
<td>14</td>
</tr>
<tr>
<td><strong>Average</strong></td>
<td>0.592</td>
<td>15</td>
<td>16</td>
</tr>
</tbody>
</table>

**CALCULATIONS**

- Average In-Place Density (all cores), pcf: 152.0
- Average FTMD (CT 305 "A" or Corrected "C"), pcf: N/A
- Average Correlation Factor (Part 6, G) and Date: N/A
- Conversion Factor (depth to cores): N/A
- Corrected In-Place Density (G + F), pcf: 152.0
- Relative Compaction (G + T): 60.9%
Item 10 - CTM 211 – Abrasion of Coarse Aggregate by Use of LA Abrasion Testing Machine

<table>
<thead>
<tr>
<th>LA Rattler</th>
<th>Report #: LAR-000001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client: Alta Vista Solutions</td>
<td>Project: CT725611</td>
</tr>
<tr>
<td>&lt;Dealers&gt; Richmond, CA 94806</td>
<td>AVS On-Call Materials Testing North Bay</td>
</tr>
<tr>
<td>Sample Date: 09/12/2019</td>
<td>Sample Number: 50668</td>
</tr>
<tr>
<td>Sample Location: Stockpile</td>
<td></td>
</tr>
<tr>
<td>Lab ID: BSK Livermore</td>
<td></td>
</tr>
<tr>
<td>CT 211</td>
<td></td>
</tr>
<tr>
<td>Grading Used: C</td>
<td>Mass of Original Sample (g): 5000.3</td>
</tr>
<tr>
<td>100 Revolutions</td>
<td>500 Revolutions</td>
</tr>
<tr>
<td>Mass Retained (g): 4711.5</td>
<td>Mass Retained (g): 3973.7</td>
</tr>
<tr>
<td>Percent Loss (%): 5.8</td>
<td>Percent Loss (%): 20.5</td>
</tr>
<tr>
<td>Ratio of Loss: 0.28</td>
<td></td>
</tr>
<tr>
<td>Test Completed By: Nicholas Sholly</td>
<td>Test Completed Date: 09/12/2019</td>
</tr>
<tr>
<td>Approved By: Randy Coriez</td>
<td>Approved Date: 09/12/2019</td>
</tr>
</tbody>
</table>

Item 11 - ASTM D4791 – Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate

<table>
<thead>
<tr>
<th>Flat and Elongated Particles</th>
<th>Report #: FE-000002</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client: Alta Vista Solutions</td>
<td>Project: CT725611</td>
</tr>
<tr>
<td>&lt;Dealers&gt; Richmond, CA 94806</td>
<td>AVS On-Call Materials Testing North Bay</td>
</tr>
<tr>
<td>Sample Number: 50668</td>
<td>Sampled By: Client</td>
</tr>
<tr>
<td>Supplier: Syer</td>
<td></td>
</tr>
<tr>
<td>Location: Stockpile</td>
<td></td>
</tr>
<tr>
<td>Sample Date: 09/12/2019</td>
<td>Lab: 399 Lindbergh Ave, Livermore, CA, 94551</td>
</tr>
<tr>
<td>Received Date: 09/12/2019</td>
<td>Tested Date: 09/12/2019</td>
</tr>
<tr>
<td>ASTM D4791</td>
<td>Laboratory Date</td>
</tr>
<tr>
<td>Method: Method A</td>
<td>Dimensional Ratio: 5:1</td>
</tr>
<tr>
<td>Sieve Size</td>
<td>Percent of Total Sample</td>
</tr>
<tr>
<td>1/2 inch (12.6 mm)</td>
<td>11</td>
</tr>
<tr>
<td>3/8 inch (9.5 mm)</td>
<td>12</td>
</tr>
<tr>
<td>#4 (4.75 mm)</td>
<td>26</td>
</tr>
<tr>
<td>Total Flat Only (%): 0.0</td>
<td>Total Elongated Only (%): 0.0</td>
</tr>
<tr>
<td>Test Completed By: Randy Coriez</td>
<td>Test Date: 09/13/2019</td>
</tr>
<tr>
<td>Approved By: Randy Coriez</td>
<td>Approved Date: 09/12/2019</td>
</tr>
</tbody>
</table>
Item 12 - CTM 301 – Method of Test for Determining the Resistance "R" Value

Sample Description: Yellowish brown sand

<table>
<thead>
<tr>
<th>SPECIMEN</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXUDATION PRESSURE, LOAD (IN)</td>
<td>6840</td>
<td>3390</td>
<td>1460</td>
</tr>
<tr>
<td>EXUDATION PRESSURE, PSI</td>
<td>783</td>
<td>270</td>
<td>116</td>
</tr>
<tr>
<td>EXPANSION, °.0200±1 IN</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>EXPANSION PRESSURE, P5F</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>STABILOMETER E @ 2500 LBS</td>
<td>27</td>
<td>33</td>
<td>42</td>
</tr>
<tr>
<td>DISPLACEMENT</td>
<td>3.96</td>
<td>4.08</td>
<td>4.37</td>
</tr>
<tr>
<td>RESISTANCE VALUE &quot;R&quot;</td>
<td>76</td>
<td>70</td>
<td>62</td>
</tr>
<tr>
<td>&quot;R&quot; VALUE CORRECTED FOR HEIGHT</td>
<td>76</td>
<td>70</td>
<td>62</td>
</tr>
<tr>
<td>% MOISTURE AT TEST</td>
<td>8.9</td>
<td>9.3</td>
<td>9.7</td>
</tr>
<tr>
<td>DRY DENSITY AT TEST, PCF</td>
<td>122.9</td>
<td>122.5</td>
<td>122.1</td>
</tr>
<tr>
<td>&quot;R&quot; VALUE AT 300 PSI</td>
<td>T1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXUDATION PRESSURE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>&quot;R&quot; VALUE BY EXPANSION PRESSURE</td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>PRESSURE Ti = 4.0, GF=1.50</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Remark:

Reviewed By: JKA
Item 13 and 14 - CTM 521 / 539 / 540 and CTM 556 – Method of Test for Compressive Strength of Molded Concrete Cylinders, Method of Test for Sampling Fresh Concrete, Method of Test for Making, Handling, and Storing Concrete Cylinders, and Method of Test for Slump of Fresh Portland Cement Concrete
Item 15 - CTM 533 – Method of Test for Ball Penetration in Fresh Portland Cement Concrete

Concrete Activity Report

Client: AECOM
ACCOUNTS PAYABLE
Fresno, CA 93720

Project: C20204818
AECOM - Centennial Corridor Maintenance Prj
Westside Parkway
Bakersfield, CA 93308

Date: 08/22/2019
Work Performed: Concrete Sampling

Inspected/Tested: Concrete Sampling
Location/Area: Retaining wall 5406546 footings
Frequency: Periodic
Narrative:
11:00am on site
Met with Brady from AECOM and set up equipment where cylinders are to be cased. Verified mix once arrived and sampled load 5(50yards) and cased 8x6x12" cylinders as requested (Kelly ball 2/2.5/7.33") Concrete was placed on footings for retaining walls 540 and 546.

Concrete Information
Mix Number: G5-15-STR-007A
Total Yards (cyds): 120.00
Tests Performed:
Temperature Test / Prepared 6X12 Compression Samples
Number of Samples Taken: 1
Concrete Activity Report

Client: AECOM
ACCOUNTS PAYABLE
Fresno, CA 93720

Project: C1902461B
AECOM-Central Corridor Maintenance Proj
Westside Parkway
Bakersfield, CA 93306

Photos

Description of Photo: Load ticket sampled.

The work was inspected/tested in accordance with approved documents.
The work met the requirements of Approved Plans and Specifications.
Material Sampling was performed in accordance with approved documents.
Inspector Technician: Jesus Flores
Certification Number: Flores, Jesus - ACI Concrete Field Technician - 01183204
Item 16 - CTM 229 – Method of Test for Durability Index

Durability Index

Client: Drake Hagan & Associates
11960 White Road Rd
Rancho Cordova, CA 95670

Project: C1922 (B1, B25146)
City of Mariposa SR-120/Lamar Road
SR-120 & Union Road
Mariposa, CA

Technician: Scott Crt
Sample Location: On site stockpile
Description: Class 2 Permeable
Lab ID: BSK Livermore

Sample Date: 11/22/2016
Sample Number: 6264

CT 229

Durability Reading Fine (Clay): 4.1
Durability Reading Fine (Sand): 3.8
Durability Index Fine: 63
Durability Index: 61
Operating Range: 40 mm

Meets Operating Range Specification: Yes

Diluted water used and temperature controlled

Test Notes: Class 2 Permeable
Test Completed By: Randy Comruz
Approved By: Randy Comruz

Test Completed Date: 11/22/2016
Approved Date: 11/22/2016

The results relate only to the items inspected or tested.
The report shall not be reproduced, except in full, without the prior written approval of BSK.
COST CONTROL AND BUDGETING METHODOLOGY

We use Deltek® as our financial management and accounting system. We typically process invoices monthly, from start to end of month, from the time and units our staff inputs into Deltek and submit invoices shortly after the end of the month. However, we can accommodate the invoice submittal date to meet your needs. We will separate retests and reinspection on our invoices, so you can charge the contractor accordingly. Michael Collins, project manager, will analyze invoice amount, monthly, and compare it to the cost estimate and communicate with the County’s project manager where our costs are with respect to our budget on a spreadsheet. Our field technicians or project manager will notify the County’s authorized field representative of concerns we notice in the field to help control costs on the project.

CONSTRUCTION COMMUNICATION AND ADVANCED NOTICING

We look at each project as a team effort. It is the goal of each party working on a project to provide the finished product that the owner has entrusted us all to provide. Even though we are the third party testing firm checking the quality of the material the contractor is placing on the contract, and there are standards that we cannot compromise, we desire to work with the contractor in a professional manner, within the bounds of ethics, to help the contractor succeed. One of the ways we can do this is communicating promptly with County representatives or directly with the contractor (if the County approves) of material test results that do not meet specification requirements. We do not direct contractors’ means and methods or their work quality, but we can provide suggestions, based on our experience with similar situations.
METHODS AND LABORATORY INFORMATION

With three (3) AASHTO accredited and three (3) Caltrans certified laboratories in California. Our field and laboratory technicians are Caltrans certifications to sample and testing the material on this project according to the QAP. We have included a copy of our certifications for our three laboratories in Appendix B. We primarily plan to use our Fresno laboratory on this project, but we do have laboratories in Bakersfield and Livermore we can use when necessary.

REFERENCES

The following are references for similar projects:

Mr. Fabian Mendoza, City of Porterville, (559) 791-7867, fmendoza@ci.porterville.ca.us

Mr. Kidd Immel, County of San Luis Obispo, (805) 781-5981, kimmel@co.slo.ca.us

Mr. Andres Roldan, AECOM CM for City of Bakersfield, (818) 414-1611, andres.roldan@aecom.com

Mr. Jay Schlosser, City of Tehachapi, (661) 822-2200, jschlosser@tehachapicityhall.com

Mr. Luis Topete, City of Bakersfield, (661) 327-3478, ltopete@bakersfieldfreeways.us

Mr. Neil Leary, Contra Costa County, (925) 313-2278, neil.leary@pw.cccounty.us

Mr. Ivan Ramirez, Contra Costa County, (925) 256-4737, iramirez@ccta.net

Mr. Todd George, NV5 CM for the City of Bakersfield, (916) 641-9100, todd.george@nv5.com

Mr. Joshua Kirk, Madera County, (559) 675-7811, Joshua.kirk@maderacounty.com

Mr. Sam Lux, Kern County, (661) 868-3140, luxs@co.kern.ca.us

Mr. Slava Gospodchikov, Contra Costa County, (925) 313-2316, slava.gospodchikov@pw.cccounty.us

Mr. David Leamon, Stanislaus County, (209) 525-4302, leamond@stancounty.com
CONFLICT OF INTEREST

We have no conflicts of interest with this contract.

We have no financial, business, or other relationship with the County or members of County staff that may have an impact on the outcome of this project.

We have no clients who may have a financial interest in the outcome of this contract or the construction project that will follow.

We have no financial interest or relationship with any construction company that may submit a bid on this project.
CONTRACT AGREEMENT

We affirm that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due, June 4, 2020.

We use Deltek® as our financial management and accounting system, which complies with 48 CFR Part 31 and 2 CFR Part 200. We can conform to a Caltrans pre-award audit.
LOCAL ASSISTANCE PROGRAM MANUAL (LAPM) FORMS

We have reviewed LAPM forms 10-I, 10-O1, 15-H, and 10-Q.

We have included copies of 10-O1, 15-H, and 10-Q in Appendix C.

We have experience and understand the requirements for working on federally funded projects and how to facilitate projects through Caltrans Local Assistance projects. We also understand the Local Assistance Procedures Manual.
COST PROPOSAL

We have completed LAPM form 10-H, Example 2 and our cost estimate. We have included a copy of these documents in a separate sealed envelope per the instructions of the RFP.
### DIRECT LABOR

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 3 Engineering Technician (Soils / HMA)</td>
<td>30</td>
<td>$142.19</td>
<td>$4,265.70</td>
</tr>
<tr>
<td>Group 4 Technician (Concrete) / Sample Courier (Pickup / Transportation)</td>
<td>60</td>
<td>$122.38</td>
<td>$7,342.80</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>4</td>
<td>$232.34</td>
<td>$929.36</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>4</td>
<td>$183.51</td>
<td>$734.04</td>
</tr>
<tr>
<td>Project Professional</td>
<td>8</td>
<td>$178.74</td>
<td>$1,429.92</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>12</td>
<td>$66.38</td>
<td>$796.56</td>
</tr>
</tbody>
</table>

**FIELD SERVICES ESTIMATE** $15,498.38

### UNIT CHARGES

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Charges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Mileage (Federal Minimum Rate)</td>
<td>120 miles per trip</td>
<td>1800</td>
<td>$0.57</td>
<td>$1,026.00</td>
</tr>
<tr>
<td>Nuclear Gauge Equipment Fee</td>
<td>1 per Day</td>
<td>6</td>
<td>$58.00</td>
<td>$348.00</td>
</tr>
<tr>
<td>DIR Project Administration</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DIR Prescribed Reporting</td>
<td>1 per Month</td>
<td>4</td>
<td>$300.00</td>
<td>$1,200.00</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF ITEM**

<table>
<thead>
<tr>
<th>Description</th>
<th>Frequency</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soils and Aggregate Testing</td>
<td>Per QAP</td>
<td>2</td>
<td>$259.00</td>
<td>$518.00</td>
</tr>
<tr>
<td>Compaction Curves - Base Rock (6&quot; Mold)</td>
<td>Per QAP</td>
<td>5</td>
<td>$244.00</td>
<td>$1,220.00</td>
</tr>
<tr>
<td>Compaction Curves - Site Soils (4&quot; Mold)</td>
<td>Per QAP</td>
<td>4</td>
<td>$176.00</td>
<td>$704.00</td>
</tr>
<tr>
<td>Sieve Analysis of Soils (CTM 220)</td>
<td>Per QAP</td>
<td>4</td>
<td>$130.00</td>
<td>$520.00</td>
</tr>
<tr>
<td>Sand Equivalent (CTM 217)</td>
<td>Per QAP</td>
<td>4</td>
<td>$166.00</td>
<td>$664.00</td>
</tr>
<tr>
<td>Coarse Specific Gravity of Soil (CT207)</td>
<td>Per QAP</td>
<td>4</td>
<td>$166.00</td>
<td>$664.00</td>
</tr>
<tr>
<td>Fine Specific Gravity of Soil (CT208)</td>
<td>Per QAP</td>
<td>4</td>
<td>$187.00</td>
<td>$748.00</td>
</tr>
<tr>
<td>Cleanness Value (CT227)</td>
<td>Per QAP</td>
<td>4</td>
<td>$86.00</td>
<td>$344.00</td>
</tr>
<tr>
<td>200 Wash (C117)</td>
<td>Per QAP</td>
<td>4</td>
<td>$259.00</td>
<td>$1,036.00</td>
</tr>
<tr>
<td>Durabilit Index (CT229)</td>
<td>Per QAP</td>
<td>4</td>
<td>$141.00</td>
<td>$564.00</td>
</tr>
<tr>
<td>Concrete Testing</td>
<td>Per QAP</td>
<td>4</td>
<td>$58.00</td>
<td>$232.00</td>
</tr>
<tr>
<td>Concrete Compressive Strength Test (Set of 4-6&quot;x12&quot;)</td>
<td>Per QAP</td>
<td>1</td>
<td>$227.00</td>
<td>$227.00</td>
</tr>
<tr>
<td>Asphalt Testing</td>
<td>Per QAP</td>
<td>3</td>
<td>$182.00</td>
<td>$182.00</td>
</tr>
</tbody>
</table>

**UNIT CHARGES ESTIMATE** $10,197.00

**TOTAL BUDGET ESTIMATE** $25,695.38
### EXHIBIT 10-H2 COST PROPOSAL

#### Specific Rate of Compensation (Use for on-call or as-needed contracts)

(Construction Engineering and Inspection Contracts)

**Note:** Mark-ups are not allowed.

<table>
<thead>
<tr>
<th>Consultant</th>
<th>BSK</th>
<th>Prime Consultant</th>
<th>Subconsultant</th>
<th>2nd Tier Subconsultant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project No.</td>
<td>Pending</td>
<td>Contract No.</td>
<td>Pending</td>
<td>Participation Amount $</td>
</tr>
<tr>
<td>For Combined Rate</td>
<td>Fringe Benefit % + General &amp; Administrative% + Facilities Capital Cost of Money% = 20.74% Combined ICR % OR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Home Office</td>
<td>Fringe Benefit % + General &amp; Administrative% + Facilities Capital Cost of Money% = 20.74% Home Office ICR %</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For Field Office</td>
<td>Fringe Benefit % + General &amp; Administrative% + Facilities Capital Cost of Money% = 20.74% Field Office ICR %</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### BILLING INFORMATION

<table>
<thead>
<tr>
<th>Name/Job Title/Classification</th>
<th>Hourly Billing Rates¹</th>
<th>Effective Date of hourly rate</th>
<th>Actual or Avg. hourly rate²</th>
<th>% or $ increase</th>
<th>Hourly rates - for classification only</th>
<th>Billing Rate Range for classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Engineer</td>
<td>$232.54, N.C.</td>
<td>1/1/2020</td>
<td>$70.00</td>
<td>0.00%</td>
<td>$65.00, N.C.</td>
<td>$210.00 to $250.00</td>
</tr>
<tr>
<td>Project Professional</td>
<td>$198.92, N.C.</td>
<td>1/1/2020</td>
<td>$53.85</td>
<td>0.00%</td>
<td>$40.00, N.C.</td>
<td>$133.00 to $166.00</td>
</tr>
<tr>
<td>Engineering Technician - Group 3**</td>
<td>$186.70, N.C.</td>
<td>1/1/2020</td>
<td>$55.47</td>
<td>0.00%</td>
<td>$30.00, N.C.</td>
<td>$103.00 to $133.00</td>
</tr>
<tr>
<td>Engineering Technician - Group 4***</td>
<td>$132.19, N.C.</td>
<td>1/1/2020</td>
<td>$42.84</td>
<td>0.00%</td>
<td>$20.00, N.C.</td>
<td>$60.00 to $103.00</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$69.87, N.C.</td>
<td>1/1/2020</td>
<td>$20.00</td>
<td>0.00%</td>
<td>$16.00, N.C.</td>
<td>$54.00 to $80.00</td>
</tr>
</tbody>
</table>

1. Key Personnel must be marked with an asterisk (*). Employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.

2. The cost proposal format shall not be amended.

3. Billing rate = actual hourly rate * (1 + ICR) * (1 + l). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a recognized agency or accepted by Caltrans. All costs must comply with the Federal cost principles for nonconstruction.

4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.
EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: BSK Associates

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 201.74 % OR

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period *01/01/2019 to 12/31/2019*

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the fiscal period as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant’s ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost
accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $25,695.38 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 7.
- Years of consultant’s experience with 48 CFR Part 31 is 53.
- Audit history of the consultant’s current and prior years (if applicable)
  - Cognizant ICR Audit
  - Local Gov’t ICR Audit
  - Caltrans ICR Audit
  - CPA ICR Audit
  - Federal Gov’t ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: On Man Lau

Signature: __________________________

Email**: olau@bskassociates.com

Title**: South Valley Regional Manager

Date of Certification (mm/dd/yyyy): 02/24/2021

Phone Number**: 661-327-0671 ext 206

**An individual executive or financial officer of the consultant’s or subconsultant’s organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency’s invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Page 2 of 2
March 2018
EXHIBIT 12-G REQUIRED FEDERAL-AID CONTRACT LANGUAGE
(For Local Assistance Construction Projects)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the Code of Federal Regulations.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

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   A. NONDISCRIMINATION STATEMENT ........................................................................... 2
   B. CONTRACT ASSURANCE .......................................................................................... 3
   C. PROMPT PROGRESS PAYMENT ............................................................................... 3
   D. PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS ...................... 3
   E. TERMINATION AND SUBSTITUTION OF DBE SUBCONTRACTORS ....................... 4
   F. COMMITMENT AND UTILIZATION .......................................................................... 5
   G. DBE RUNNING TALLY OF ATTAINMENTS ................................................................. 6

2. BID OPENING .................................................................................................................. 6

3. BID RIGGING .................................................................................................................. 6

4. CONTRACT AWARD ....................................................................................................... 6

5. CONTRACTOR LICENSE ............................................................................................... 6

6. CHANGED CONDITIONS ................................................................................................. 6
   A. DIFFERING SITE CONDITIONS .............................................................................. 6
   B. SUSPENSIONS OF WORK ORDERED BY THE ENGINEER ......................................... 6
   C. SIGNIFICANT CHANGES IN THE CHARACTER OF WORK ......................................... 7

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES ............ 7

8. BUY AMERICA ............................................................................................................... 7

9. QUALITY ASSURANCE ................................................................................................. 8

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13. TITLE VI ASSURANCES ............................................................................................... 22

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT) ............ 23

15. FEDERAL TRAINEE PROGRAM .................................................................................... 23
1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The contractor, subrecipient or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a contract goal for DBEs. The prime contractor shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate good faith efforts to meet this goal.

It is the prime contractor’s responsibility to verify that the DBE firm is certified as DBE at date of bid opening and document the record by printing out the California Unified Certification Program (CUCP) data for each DBE firm. A list of DBEs certified by the CUCP can be found here.

All DBE participation will count toward the California Department of Transportation’s federally mandated statewide overall DBE goal.

Credit for materials or supplies the prime contractor purchases from DBEs counts towards the goal in the following manner:

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

The prime contractor receives credit towards the goal if they employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) as follows:

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

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. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular 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 Progress Payment

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.

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. This clause applies to both DBE and non-DBE subcontractors.

d. Prompt Payment of Withheld Funds to Subcontractors

The Agency may hold retention 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 Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

Method 1: 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.

Method 2: No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor’s work is satisfactorily completed. 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 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.
Method 3: 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 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. 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 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.

6. Termination and Substitution of DBE Subcontractors

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the Agency’s written consent. The prime contractor shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without prior written authorization from the Agency. Unless the Agency’s prior written consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 15-G Construction Contract DBE Commitment form, included in the Bid.

The Agency authorizes a request to use other forces or sources of materials if the bidder shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency’s bond requirements.
3. Work requires a contractor’s license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE’s work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

The prime contractor shall notify the original DBE of the intent to use other forces or material sources and provide the reasons, allowing the DBE 5 days to respond to the notice and advise the prime contractor and the Agency of the reasons why the use of other forces or sources of materials should not occur.
The prime contractor's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from the prime contractor to the DBE regarding the request.
3. Notices from the DBEs to the prime contractor regarding the request.

If a listed DBE is terminated or substituted, the prime contractor must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

f. Commitment and Utilization

Note: In the Agency's reports of DBE participation to Caltrans, the Agency must display both commitments and attainments.

The Agency's DBE program must include a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The bidder shall submit the Exhibit 15-G Construction Contract DBE Commitment, included in the Bid book. This exhibit is the bidder's DBE commitment form. If the form is not submitted with the bid, the bidder must remove the form from the Bid book before submitting their bid.

The bidder shall complete and sign Exhibit 15-G Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

If the DBE Commitment form, Exhibit 15-G, is not submitted with the bid, it must be completed and submitted by all bidders to the Agency within five (5) days of bid opening. If the bidder does not submit the DBE Commitment form within the specified time, the Agency will find the bidder's bid nonresponsive.

The prime contractor shall use each DBE subcontractor as listed on Exhibit 12-B Bidder's List of Subcontractors (DBE and Non-DBE), and Exhibit 15-G Construction Contract DBE Commitment form unless they receive authorization for a substitution.

The Agency shall request the prime contractor to:

1. Notify the Resident Engineer or Inspector of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
   - Name and business address of each 1st-tier subcontractor
   - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
   - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If the prime contractor is a DBE contractor, they shall include the date of work performed by their own forces and the corresponding value of the work.

Before the 15th of each month, the prime contractor shall submit a Monthly DBE Trucking Verification (LAPM Exhibit 16-Z1) form.

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.
Upon work completion, the prime contractor shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold $10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

g. DBE RUNNING TALLY OF ATTAINMENTS

After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor/consultant shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.

2. BID OPENING
The Agency publicly opens and reads bids at the time and place shown on the Notice to Contractors.

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

4. CONTRACT AWARD
If the Agency awards the contract, the award is made to the lowest responsible and responsive bidder.

5. CONTRACTOR LICENSE
The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. CHANGED CONDITIONS

a. 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. (This provision may be omitted by the Local Agency, at their option.)

b. 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.

c. **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.

7. **BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

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

   This work shall be diligently prosecuted to completion before the expiration of 360 WORKING DAYS beginning on the fifteenth calendar day after the date shown on the Notice to Proceed.

   The Contractor shall pay to the City/County of Mariposa the sum of $2500 per day, for each and every calendar days’ delay in finishing the work in excess of the number of working days prescribed above.

8. **BUY AMERICA**

   Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured. Steel and iron materials must be produced in the U.S. 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 does not exceed the greater of 0.1 percent of the total bid or $2,500, materials produced outside the U.S. may be used.

   Production includes:
9. QUALITY ASSURANCE

The Local Agency 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.

10. PROMPT PAYMENT FROM THE AGENCY TO THE CONTRACTORS

The Agency shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Agency fails to pay promptly, the 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. Upon receipt of a payment request, the Agency shall act in accordance with both of the following:

1. Each payment request shall be reviewed by the Agency as soon as practicable after receipt for the purpose of determining that it is a proper payment request.

2. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS

(Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

[The following 12 pages must be physically inserted into the contract without modification.]
REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS
I. General
II. Nondiscrimination
III. No segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Government wide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS
A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (includued in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627.

The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1930, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or employment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may effect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor’s association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and those special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT’s U.S. DOT-approved DBE program are incorporated by reference.

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

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. The information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor’s obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor’s control, where the facilities are segregated. The term “facilities” includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.
IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5. "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages
   a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

   Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4).

   Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

   b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

   (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
   (ii) The classification is utilized in the area by the construction industry; and
   (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

   (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or notify the contracting officer within the 30-day period that additional time is necessary.

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

   (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b. (2) or 1.b. (3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

   d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainees programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee’s social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.govesa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

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

(i) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH—347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1601 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
4. Apprentices and trainees

   a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed as percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

   b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

   d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight-time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general dispute clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor or any of its subcontractors and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 6.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 6.12(a)(1).


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 636.118).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payroll, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned, or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspector or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project.

18 U.S.C. 1020 reads as follows:

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

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

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

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 506 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.
X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts, or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more, as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency’s determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). First Tier Participant refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epis.gov), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

   (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

   (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

   (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epsl.gov), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed information of participant is not required to exceed that which is $100,000 and that all such recipients shall certify and disclose accordingly.
12. FEMALE AND MINORITY GOALS

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:

<table>
<thead>
<tr>
<th>Economic Area</th>
<th>Goal (Percent)</th>
</tr>
</thead>
<tbody>
<tr>
<td>174 Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties:</td>
<td></td>
</tr>
<tr>
<td>CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama</td>
<td>6.8</td>
</tr>
<tr>
<td>175 Eureka, CA Non-SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>CA Del Norte; CA Humboldt; CA Trinity</td>
<td>6.6</td>
</tr>
<tr>
<td>176 San Francisco-Oakland-San Jose, CA: SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>7120 Salinas-Seaside-Monterey, CA</td>
<td>28.9</td>
</tr>
<tr>
<td>CA Monterey</td>
<td></td>
</tr>
<tr>
<td>7360 San Francisco-Oakland</td>
<td>25.6</td>
</tr>
<tr>
<td>CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo</td>
<td></td>
</tr>
<tr>
<td>7400 San Jose, CA</td>
<td>19.6</td>
</tr>
<tr>
<td>CA Santa Clara, CA</td>
<td></td>
</tr>
<tr>
<td>7485 Santa Cruz, CA</td>
<td>14.9</td>
</tr>
<tr>
<td>CA Santa Cruz</td>
<td></td>
</tr>
<tr>
<td>7500 Santa Rosa</td>
<td>9.1</td>
</tr>
<tr>
<td>CA Sonoma</td>
<td></td>
</tr>
<tr>
<td>8720 Vallejo-Fairfield-Napa, CA</td>
<td>17.1</td>
</tr>
<tr>
<td>CA Napa; CA Solano</td>
<td></td>
</tr>
<tr>
<td>Non-SMSA Counties:</td>
<td>23.2</td>
</tr>
<tr>
<td>CA Lake; CA Mendocino; CA San Benito</td>
<td></td>
</tr>
<tr>
<td>177 Sacramento, CA: SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>6920 Sacramento, CA</td>
<td>16.1</td>
</tr>
<tr>
<td>CA Placer; CA Sacramento; CA</td>
<td></td>
</tr>
<tr>
<td>Yolo Non-SMSA Counties</td>
<td>14.3</td>
</tr>
<tr>
<td>CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba</td>
<td></td>
</tr>
<tr>
<td>178 Stockton-Modesto, CA: SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>5170 Modesto, CA</td>
<td>12.3</td>
</tr>
<tr>
<td>CA Stanislaus</td>
<td></td>
</tr>
<tr>
<td>8120 Stockton, CA</td>
<td>24.3</td>
</tr>
<tr>
<td>CA San Joaquin</td>
<td></td>
</tr>
<tr>
<td>Non-SMSA Counties</td>
<td>19.8</td>
</tr>
<tr>
<td>CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne</td>
<td></td>
</tr>
<tr>
<td>179 Fresno-Bakersfield, CA: SMSA Counties:</td>
<td></td>
</tr>
<tr>
<td>0680 Bakersfield, CA</td>
<td>19.1</td>
</tr>
<tr>
<td>CA Kern</td>
<td></td>
</tr>
<tr>
<td>2840 Fresno, CA</td>
<td>26.1</td>
</tr>
</tbody>
</table>
For the last full week of July during which work is performed under the contract, the prime contractor 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.

13. TITLE VI ASSURANCES

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 California Department of Transportation 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 California Department of Transportation or the 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 California Department of Transportation 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 California Department of Transportation 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 California Department of Transportation 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.

14. USE OF UNITED STATES-FLAG VESSELS (CARGO PREFERENCE ACT)

The CONTRACTOR agrees:

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

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

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

Federal Trainee Program Special Provisions
(to be used when applicable)

15. 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 specified in the special provisions.

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 City/County of Montana:

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 City/County of Montana approval for this submitted information before the prime contractor starts work. The City/County of Montana 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 City/County of Montana and FHWA approves a program if one of the following is met:

1. It is calculated to:
   - Meet your 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.
Mariposa
The City/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

The prime contractor shall furnish the apprentice or trainee with a copy of the program that the prime contractor will comply with in providing the training.