

**COUNTY OF EL DORADO, CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT DOCUMENTS**

INCLUDING  
NOTICE TO BIDDERS, SPECIAL PROVISIONS,  
PROPOSAL, AND AGREEMENT  
FOR

**2020 VARIOUS WEST SLOPE PAVEMENT  
REHABILITATION PROJECTS**

**CONTRACT NO. 4674 / CIP NO. 36302100**

FOR USE WITH  
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,  
2015 STANDARD SPECIFICATIONS AND STANDARD PLANS

**BID OPENING DATE: APRIL 2, 2020**

**COUNTY OF EL DORADO, CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT DOCUMENTS**

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FOR

**2020 VARIOUS WEST SLOPE PAVEMENT  
REHABILITATION PROJECTS**

**MARCH 10, 2020**

**CONTRACT NO. 4674 / CIP NO. 36302100**

The various portions of the Contract Documents have been prepared under the direction of the following licensed Civil Engineer, in accordance with California Business and Professions Code § 6735.



\_\_\_\_\_  
Engineer's Name, RCE No. CXXXXX  
Date \_\_\_\_\_

**COUNTY OF EL DORADO, STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**  
**2020 VARIOUS WEST SLOPE PAVEMENT**  
**REHABILITATION PROJECTS**

Contract No. 4674

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**COUNTY OF EL DORADO, CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** by the County of El Dorado, State of California that sealed bids for work in accordance with the Contract Documents designated:

**2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT NO. – 4674**

Will be received by the Department of Transportation at the front counter of 2850 Fairlane Court, Building C, Placerville, California, until **APRIL 2, 2020 at 2:00 PM**, at which time bids will be publicly opened and read by the Department of Transportation.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids must be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado, Department of Transportation **through Quest Construction Data Network (Quest). The Proposal including the Form 590, Payee Data Form, Bidder's Security, and any other required documents shall be submitted in a sealed envelope clearly marked:**

**"2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT NO. – 4674  
TO BE OPENED AT 2 P.M. ON APRIL 2, 2020"**

**LOCATION/DESCRIPTION OF THE WORK:** The project is located in the Cameron Park, Diamond Springs, Placerville, and Pollock Pines areas of El Dorado County, CA. The Work to be done is shown in Exhibits A, B, and C, and generally consists of, but is not limited to:

- A. The removal and replacement of hot mix asphalt roadway sections in. Other items or details not mentioned above, that are required by the Contract Documents must be performed, constructed, or installed.
- B. Bids are required for the entire Work described.
- C. The Contract time is FORTY (40) WORKING DAYS.
- D. For bonding purposes the anticipated project cost is estimated at \$2,000,000.00.
- E. A pre-bid meeting is scheduled for this project on **March 24, 2020 at 2:00 p.m.** at the County of El Dorado Community Development Services, Department of Transportation, 2441 Headington Road, Placerville, CA. Attendance at the pre-bid meeting is not mandatory.
- F. This project is being bid formally in accordance with Public Contract Code Section 22032 and County of El Dorado Ordinance Code section 3.14.040.

**OBTAINING OR VIEWING CONTRACT DOCUMENTS:** The Contract Documents, including the Project Plans, may be viewed and/or downloaded from the Quest website at <http://www.questcdn.com>. Interested parties may

also access the Quest website by clicking on the link next to the Project Name or entering the Quest project #6698571 on the Community Development Services, Department of Transportation's website at <http://www.edcgov.us/government/DOT/pages/BidsHome.aspx>.

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$15.00 by inputting the Quest project #6698571 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information.

**To be included on the planholders list, receive notification of addenda, and to be eligible to bid, interested parties must download the Contract Documents, including the Project Plans, from Quest. Those downloading the Contract Documents assume responsibility and risk for completeness of the downloaded Contract Documents.**

The Contract Documents, including the Project Plans, may be examined in person at the Community Development Services Department of Transportation office at 2850 Fairlane Court, Placerville CA. However the Community Development Services Department of Transportation will no longer sell paper copies of the Contract Documents.

**CONTRACTORS LICENSE CLASSIFICATION:** Bidders must be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code Section 7000 et seq.) and must possess a **CLASS A** license or equivalent combination of Classes required by the categories and type of Work included in the Contract Documents and Plans at the time the Contract is awarded, and must maintain a valid license through completion and acceptance of the Work, including the guarantee and acceptance period. Failure of the successful Bidder to obtain proper adequate licensing will constitute a failure to execute the Contract and will result in the forfeiture of the Bidder's security.

**BUSINESS LICENSE:** The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made must comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning Work under this contract and at all times during the term of this Contract.

**CONTRACTOR REGISTRATION:** No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the requirements of Labor Code section 1771.1 are met.

**SUBCONTRACTOR LIST:** Each Proposal must have listed therein the name, contractor's license number, DIR number, and address of each subcontractor to whom the bidder proposes to subcontract portions of the work in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also describe in the Subcontractor List the work to be performed by each subcontractor listed. The work to be performed by the subcontractor must be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage (not to exceed 100%) calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Brian Franklin, County of El Dorado Community Development Services, Department of Transportation, email-

Brian.Franklin@edcgov.us, Fax-(530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time bids are submitted, all listed subcontractors must be properly licensed to perform their designated portion of the work. The bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Brian Franklin via fax or email as noted above within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

**NONDISCRIMINATION:** Bidders must comply with Chapter 5 of Division 4 of Title 2, California Code of Regulations and the following.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM  
(GOVERNMENT CODE SECTION 12990)**

Comply with Section 7-1.021(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

**PREVAILING WAGE REQUIREMENTS:** In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Community Development Services, Department of Transportation's principal office, and are available upon request.

In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor constitutes a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under the Contract must conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

This project is subject to the requirements of Title 8, Chapter 8, Subchapter 4.5 of the California Code of Regulations including the obligation to furnish certified payroll records directly to the Compliance Monitoring Unit under the Labor Commissioner within the Department of Industrial Relations Division of Labor Standards Enforcement in accordance with Section 16461.

**EMISSIONS REDUCTION:** Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, sign the certification of knowledge in the Agreement, and provide County a Certificate of Reported Compliance.

**BID SECURITY:** A bid security must be provided with each bid. Bid security must be in an amount of not less than ten percent (10%) of the total amount of the Bid for bid and must be cash, a certified check, or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado **on the form provided in the Proposal section of these Contract Documents.**

**BID PROTEST PROCEDURE:** The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to County of El Dorado policies and procedures. Only a contractor who submitted a bid may file a bid protest.

The protest procedure is an extension of the bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

**Policy:** Upon completion of the bid evaluation, the Community Development Services, Department of Transportation shall notify all bidders of the recommendation of award, the basis therefore, and the date on which the recommendation for award will be considered and acted upon by the Board of Supervisors.

**Procedure:** If a bidder wishes to protest the award, the procedure shall be as follows:

1. The Community Development Services, Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the Fax number designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within two (2) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award shall submit a letter of protest to the County of El Dorado, Community Development Services, Department of Transportation, Attention Brian Franklin, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Community Development Services, Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Community Development Services, Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, the Community Development Services, Department of Transportation will notify the bid protestor and all interested parties of its decision and the date the award will be agendized for the Board of Supervisors' consideration and action. The Community Development Services, Department of Transportation will also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. In the event that the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits.

The decision of the Board of Supervisors on the bid protest shall be final.

**AWARD OF CONTRACT:** Bids will be considered for award by the Board of Supervisors. The County of El Dorado reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of the County.

The Contract will be awarded based upon the total bid for all items listed in the Bid Schedule. The County reserves the right to reject all bids.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement constitutes abandonment of the Bid by the Bidder and forfeiture of the Bidder's security. Award will then be made to the next lowest, responsive, responsible Bidder.

**RETAINAGE FROM PAYMENTS:** The Contractor may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County in accordance with the provisions of Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder are limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period to the email address shown on the Quest website under the Quest #5806278 under "Project Q&A." If the response does not require an addendum, a response will be posted on the Quest website under the RFI under "Project Q&A". It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders."

No oral responses to any questions concerning the content of the Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be posted on the Quest website as described above.

**BY ORDER OF** the Director of the Department of Transportation, County of El Dorado, State of California.

Authorized by the Board of Supervisors on March 10, 2020 at Placerville, California.

By \_\_\_\_\_  
Rafael Martinez  
Director, Department of Transportation





# COUNTY OF EL DORADO DEPARTMENT OF TRANSPORTATION

## AGREEMENT FOR CONSTRUCTION SERVICES

**THIS AGREEMENT** made and entered into by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California, acting through the governing body or board thereof (hereinafter referred to as “County”), and , a duly qualified to conduct business in the State of California, whose principal place of business is (hereinafter referred to as “Contractor”);

### RECITALS

**WHEREAS**, Contractor has duly submitted a bid proposal for the captioned project upon which County has awarded this contract;

That for and in consideration of the mutual promises, covenants, agreements, and conditions herein contained, the parties hereto agree with each other as follows:

#### 1. Contract Documents

The complete Agreement between the parties consists of and is set forth in the Contract Documents. The Contract Documents consist of: (a) the Notice to Bidders; (b) the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, the Contract which includes this Agreement with all Exhibits thereto, including, the Bidders’ Bond, Performance Bond, and Payment Bond; (c) the State of California Department of Transportation (Caltrans) Standard Plans 2015, and Standard Specifications 2015, Revised Standard Specifications dated 9/2/2016, the Manual of Uniform Traffic Control Devices (MUTCD), and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; (d) all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; (e) the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by Caltrans to be in effect on the date the Work is accomplished; (f) executed Certificate of Insurance forms; (g) an executed Department of the Treasury Internal Revenue Service Form W-9 or County Payee Data Record Form, whichever is applicable; (h) all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence. In case of conflict between any contract documents other than this Agreement, the documents shall take precedence in the order identified above, beginning with (a) and ending with (h).

#### 2. Execution of Contract

The successful Bidder must sign the *Agreement*.

Deliver to Office Engineer:

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- 1) Two Original Signed *Agreements*
  - 2) Contract Bonds
  - 3) Documents identified in Article 1
  - 4) Documents identified in the Notice of Award letter.

Office Engineer must receive these documents within 5 business days of the date of the Notice of Award of Contract letter.

The Bidder's security may be forfeited for failure to execute the Contract, furnish any bond, or provide the required insurance documents within the time specified.

The Department does not provide hard copies of the Contract Documents, including the Project Plans to the successful bidder.

**3. The Work**

Contractor agrees to furnish all tools, equipment, vehicles, apparatus, facilities, labor, materials, supplies, and all utility and transportation services to perform and complete in a good and workmanlike manner, furnished and installed, and complete and ready for use. Services shall include, but not limited to, those tasks as identified in Exhibit B, marked "Project Scope and Specifications," incorporated herein and made by reference a part hereof.

**4. Location of Work**

Said work is to be performed as described in Exhibits A, B, C, and D.

**5. Contract Price**

All bids will be compared on the basis of the Proposal Pay Items and Bid Price Schedule of the quantities of work to be done. The award of Contract, if it will be awarded, will be to the lowest responsive, responsible Bidder whose proposal complies with all the requirements prescribed. The lowest responsive, responsible Bidder will be the Bidder submitting the lowest total of all the bid items. In the event of a discrepancy between the unit price bid and the extended unit total as stated on the Proposal, the County uses the amount bid for the unit price in calculating the additive total of the bid items for purposes of award, including revisions by Addenda, and as specified in the Proposal instructions.

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

**6. Time of Completion**

Time is of the essence. The Work under the Contract shall be completed within FORTY (40) Working Days from the date specified in the official Notice to Proceed, unless an extension of time or suspension of Work is authorized in writing in accordance with a Contract Change Order. The contract working days begin on the date stated in the Notice to Proceed. The County will issue Notice to Proceed after Contract approval. Contract working hours are between the hours of 7:00 a.m. to 7:00 p.m. unless otherwise authorized.

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The County may suspend Work due to environmental permit restrictions and/or inclement weather. During the suspension, the County pays for winterization costs or costs associated with water pollution control within the County's project area, as applicable. The County pays for any other Contract Work required to be performed within the County's project area during the suspension under Exhibit B – Project Scope and Specifications.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, and stated above plus any extensions thereof. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500)**, as liquidated damages and not as a penalty, for each and every calendar days delay in finishing the Work in excess of the Contract time prescribed herein.

## 7. Measurement and Payment

### Payment

The Department pays you for furnishing the resources and activities required to complete the work. The Department's payment is full compensation for furnishing the resources and activities, including:

1. Risk, loss, damage repair, or cost of whatever character arising from or relating to the work and performance of the work
2. PLACs and taxes
3. Any royalties and costs arising from patents, trademarks, and copyrights involved in the work

The Department does not pay for your loss, damage, repair, or extra costs of whatever character arising from or relating to the work that is a direct or indirect result of your choice of construction methods, materials, equipment, or manpower, unless specifically mandated by the Contract. Payment is:

1. Full compensation for all work involved in each bid item shown on the Bid Item List by the unit of measure shown for that bid item
2. For the price bid for each bid item shown on the Bid Item List or as changed by change order with a specified price adjustment

Full compensation for work specified in the Contract Documents is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

Work paid for under one bid item is not paid for under any other bid item. Payment for a bid item includes payment for all work associated with that bid item.

No payment adjustments for price index fluctuations will be allowed.

The Department pays for change order work based on one or a combination of the following:

1. Bid item prices
2. Force account
3. Agreed price

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#### 4. Specialist billing

If the Engineer chooses to pay for change order work based on an agreed price, but you and the Engineer cannot agree on the price, the Department pays by force account. If a portion of extra work is covered by bid items, the Department pays for this work as changed quantities in those items. The Department pays for the remaining portion of the extra work by force account or agreed price.

Pay your subcontractors within 7 days of receipt of each progress payment unless otherwise agreed to in writing under Bus & Prof Code § 7108.5.

#### **Changed Quantity Payment Adjustments**

If the total bid item quantity exceeds 125 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity exceeding 125 percent, the Engineer may adjust the unit price for the excess quantity under force account or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total item pay quantity.
2. In determining the unit cost, the Engineer excludes the item's fixed costs. You have recovered the fixed costs in the payment for 125 percent shown on the Bid Item List.
3. After excluding fixed costs, the Engineer determines the item unit cost under force account.

If the payment for the number of units of a bid item in excess of 125 percent of the Bid Item List is less than \$5,000 at the unit price, the Engineer may not adjust the unit price unless you request it.

If the total item pay quantity is less than 75 percent of the quantity shown on the Bid Item List and if no approved Change Order addresses payment for the quantity less than 75 percent, you may request a unit price adjustment. The Engineer may adjust the unit price for the decreased quantity under force account or the following:

1. The adjustment is the difference between the unit price and the unit cost of the total pay quantity.
2. In determining the unit cost, the Engineer includes the item's fixed costs.
3. After including fixed costs, the Engineer determines the item unit cost under force account.

The Department does not pay more than 75 percent of the item total in the Bid Item List.

#### **Force Account**

For work paid by force account, the Engineer compares the County's records to your daily force-account work report. When you and the Engineer agree on the contents of the daily force-account work reports, the Engineer accepts the report and the County pays for the work. If the records differ, the County pays for the work based only on the information shown on the Department's records.

If a subcontractor performs work at force account, accept an additional 10 percent markup to the total cost of that work paid at force account, including markups, as reimbursement for additional administrative costs. The markups specified for labor, materials, and equipment includes compensation for all delay costs, overhead costs, and profit.

If an item's unit price is adjusted for work-character changes, the County excludes your cost of determining the adjustment.

Payment for owner-operated labor and equipment is made at the market-priced invoice submitted.

#### **Progress Payments**

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The County pays you based on Engineer-prepared monthly progress estimates. Each estimate reflects:

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

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

### **Final Payment**

After Contract acceptance, the Department pays you based on the Engineer-prepared estimate that includes withholds and the balance due after the deduction of previous payments.

The Engineer estimates the amount of work completed and shows the amount payable in a proposed final estimate based on:

1. Contract items
2. Payment adjustments
3. Work paid by force account or agreed price
4. Extra work
5. Deductions

Submit either a written acceptance of the proposed final estimate or a claim statement postmarked or hand delivered before the 31st day after receiving the proposed final estimate. If you claim that the proposed final estimate is less than 90 percent of your total bid, the Department adjusts the final payment to cover your overhead. The adjustment is 10 percent of the difference between the total bid and the final estimate. The Department does not make this adjustment on a terminated contract. If you accept the proposed final estimate or do not submit a claim statement within 30 days of receiving the estimate, the Engineer provides you the final estimate and the Department pays the amount due within 30 days.

If you submit a claim statement within 30 days of receiving the Engineer's proposed final estimate, the Engineer provides you a semifinal estimate and the Department pays the amount due within 30 days. The semifinal estimate is conclusive as to the amount of work completed and the amount payable except as affected by any claims.

### **Payment Withholds**

The County may withhold payment for noncompliance.

The County returns the noncompliance withhold in the progress payment following the correction of noncompliance except as specified below. Withholds are not retentions under Pub Cont Code § 7107 and do not accrue interest under Pub Cont Code § 10261.5. Withholds are cumulative and independent of deductions. This

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section does not include all withholds that may be taken; the Department may withhold other payments as specified.

The County withholds 10 percent of a progress payment for noncompliant progress. Noncompliant progress occurs when:

1. Total days to date exceed 75 percent of the contract time
2. Percent of the contract time elapsed exceeds the percent of value of the work completed by more than 15 percent

The Engineer determines the percent of the contract time elapsed by dividing the total days to date by the amount of days remaining and converting the quotient to a percentage.

The Engineer determines the percent value of the work completed by summing payments made to date and the amount due on the current progress estimate, dividing this sum by the current total estimated value of the work, and converting the quotient to a percentage. These amounts are shown on the Pay Estimate.

When the percent of the contract time elapsed minus the percent value of work completed is less than or equal to 15 percent, the County returns the withhold in the next progress payment.

During each estimate period you fail to comply with a Contract part, including the submittal of a document as specified, the County withholds a part of the progress payment except as specified below for the failure to submit a document during the last estimate period. The documents include QC plans, required forms, schedules, traffic control plans, water pollution control submittals, and dust control submittals. If you fail to comply with water pollution control or dust control requirements, the Department withholds part of the progress payment.

For 1 performance failure, the County withholds 25 percent of the progress payment but does not withhold more than 10 percent of the total bid.

For multiple performance failures, the County withholds 100 percent of the progress payment but does not withhold more than 10 percent of the total bid.

During the last estimate period, if you fail to submit a document as specified, the County withholds \$10,000 for each document. The Department returns the withhold within 30 days after receipt of the document.

The Department may withhold payments to cover claims filed under Civ Code § 9000 et seq. Stop notice information may be obtained from the Engineer.

Penalties include fines and damages that are proposed, assessed, or levied against you or the County by a governmental agency or private lawsuit. Penalties are also payments made or costs incurred in settling alleged violations of federal, State, or local laws, regulations, requirements, or PLACs. The cost incurred may include the amount spent for mitigation or correcting a violation.

If the County is assessed a penalty, the County may withhold the penalty amount until the penalty disposition has been resolved. The County may withhold penalty amounts without notifying you.

Instead of the withhold, you may provide a bond equal to the highest estimated liability for any disputed penalties proposed except you may not provide a bond for withholds related to labor compliance violations.

## **Retentions**

The Department will retain 5% of the value of each progress payment (excluding mobilization payments) from each progress payment. After the Engineer determines that the Project is substantially complete, the Department

may, at the Engineer's sole discretion, release half of all retention previously withheld and reduce any subsequent retentions withheld from subsequent progress payments to 2.5% of the value of any subsequent progress payments (excluding mobilization payments). The retained funds will be returned within thirty five (35) days after recordation of the Notice of Acceptance.

You may elect to receive one hundred percent (100%) of payments due under the Contract from time to time, without retention of any portion of the payment by the County, by depositing securities of equivalent value with the County (Pub Cont Code 22300). Securities eligible for deposit hereunder are limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

Funds retained from progress payments to ensure performance of the Contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 22300 of the Public Contract Code do not include funds withheld or deducted from payment due to your failure to fulfill a contract requirement.

You and/or your subcontractor must return all monies withheld in retention from subcontractors within 30 days after receiving payment of retainage. Violation of this section subjects you to the penalties, sanctions, and other remedies of Bus & Prof Code § 7108.5. This section must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a subcontractor.

**Measurement**

The Department determines bid item quantities under US customary units. Except for final pay item quantities, the Engineer measures quantities for payment. Measure material quantities for payment with devices that comply with:

1. 4 CA Code of Regs § 4000 et seq.
2. Bus & Prof Code § 12001 et seq.

The County shows a bid item quantity as a final pay item for payment purposes only. For a final pay item, accept payment based on the Bid Item List quantity, regardless of the actual quantity used unless dimensions are changed by the Engineer.

The Engineer determines the weights of aggregate and other roadway material that are being paid for by weight as shown in the following table and does not include the deducted weight of water in their payment quantities:

<b>Material</b>	<b>Quantity Determination</b>
Aggregate or other roadway material except as otherwise shown in this table	By deducting the weight of water in the material <sup>a</sup> in excess of 3 percent of the dry weight of the material from the weight of the material
Imported borrow, imported topsoil, AB	By deducting the weight of water in the material <sup>a</sup> in excess of 6 percent of the dry weight of the material from the weight of the material
Straw	By deducting the weight of water in the material <sup>a</sup> in excess of 15 percent of the dry weight of the material from the weight of the material
Fiber <sup>b</sup>	Engineer does not deduct the weight of water
AB and aggregate for CTBs	By Volume: determined from dimensions shown By Weight: by deducting the weight of water at the time of weighing in excess of the optimum moisture content (CA Test 216) plus 1 percent from the weight of the aggregate base.
NOTE: Percentage of water is determined by California Test 226.	

<sup>a</sup>At the time of weighing

<sup>b</sup>Weight of water in the fiber<sup>a</sup> must not exceed 15 percent of the dry weight of the fiber.

The County may make a payment adjustment for an excusable delay that affects your costs. Only losses for idle equipment, idle workers, and moving or transporting equipment are eligible for delay related payment adjustments. The Engineer determines payment for idle time of equipment in the same manner as determinations are made for equipment used in the performance of force account work with the following exceptions:

1. Delay factor in the Labor Surcharge and Equipment Rental Rates applies to each equipment rental rate.
2. Daily number of payable hours equals the normal working hours during the delay, not to exceed 8 hours per day.
3. Delay days exclude non-working days.
4. Markups are not added.

The Engineer determines payment adjustment for the idle workers as force account, but does not add markups. The Engineer includes costs due to necessary extra moving or transporting of equipment. The Department does not make a payment adjustment for overhead incurred during non-working days of additional construction seasons experienced because of delay.

**8. Performance Bond**

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

**9. Payment Bond**

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

**10. Notification of Surety Company**

The surety company shall familiarize itself with all of the conditions and provisions of this Agreement, and shall waive the right of special notification of any change or modifications of this Agreement or extension of time, or of decreased or increased work, or of the cancellation of the Agreement, or of any other act or acts by County or its authorized agents, under the terms of this Agreement; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Agreement.

**11. Assignment of Antitrust Actions**

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.



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If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**12. Payment of Prevailing Wages**

Contractor shall pay and require payment of wages according to a scale of prevailing wage rates determined by California law, which scale is on file at County's Community Development Agency, Transportation Division's principal office and shall comply with all applicable wage requirements, as set forth in Labor Code Sections 1770 et seq., 1773.2, 1775, 1776, 1810, and 1813. In accordance with the provisions of Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work upon all Work done hereunder, and Contractor and any subcontractor employed under this Contract shall also conform to and be bound by the provisions of Labor Code Sections 1810 through 1815. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

**13. Apprentices**

Attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et seq. To ensure compliance and complete understanding of the law regarding apprentices, and specifically the required ratio thereunder, each Contractor or subcontractor should, where some question exists, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, CA 94102, or one of its branch offices prior to commencement of work on the public works contract. Responsibility for compliance with this section lies with Contractor.

It is County policy to encourage the employment and training of apprentices on public works contracts as may be permitted under local apprenticeship standards.

**14. Certified Payroll**

As required under the provisions of Labor Code Section 1776, Contractor and any subcontractors shall keep accurate payroll records as follows:

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with this Project.
2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.

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- b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
  - c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
  - d. All contractors and subcontractors must furnish electronic certified payroll records directly to the Department of Industrial Relations.

**15. Registration of Contractors**

No contractor or subcontractor may bid on any public works project, be listed in a bid proposal for any public works project, or engage in the performance of any contract for public work unless registered with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

Contractor shall post job site notices as prescribed by Title 8 of California Code of Regulations Section 16451.

**16. Records Examination and Audit Requirements**

Contractor and its subcontractors, if any are authorized hereunder, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the various aspects of the Agreement. In accordance with Government Code Section 8546.7, all of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for four (4) years from the date that final payment by County and all other pending matters are closed. Representatives of County, the State Auditor, and any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to the Agreement for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

**17. Payment of all Federal, State, or City Taxes**

Any federal, state, or city tax payable on the articles furnished by Contractor under the Agreement shall be included in the Contract Price and paid by Contractor.

**18. Compliance with all Applicable Laws**

Contractor shall conform to and abide by all Federal, State, and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshal, safety orders of the Division of Industrial Safety, California Electrical Code, California Building Code, California Plumbing Code, and any and all other applicable laws and regulations. Nothing in the Contract Documents, including but not limited to the plans and specifications, is to be construed to permit work not conforming to these codes, laws, and regulations.

**19. Nondiscrimination**

- A. County may require Contractor's services on projects involving funding from various state and/or federal agencies, and as a consequence, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Contractor and its employees and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military or veteran status; Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor and its employees and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Contractor's signature shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**20. Reporting Accidents**

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

**21. Workers' Compensation**

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

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

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**22. Emissions Reduction**

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

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**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the Work, maintain compliance throughout the duration of this Contract, and provide County a Certificate of Reported Compliance.

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

**23. Deviation from Plans and Specifications**

No deviation shall be made from the Contract Documents, if any, without the prior written approval of Contract Administrator.

**24. Unity of Plans and Specifications**

The plans and specifications, if any, are one document, and any work shown or mentioned, in one and not in the other, or vice versa, shall be furnished or performed as though mentioned or shown in both.

**25. Utilities**

At least 48 hours before beginning any Work involving trenching or digging, Contractor shall notify Underground Service Alert (USA) at 811 or at 800-642-2444 with the specifics of the intended Work on the job site. Contractor shall follow and comply with all USA policies and procedures. Contractor shall obtain a USA ticket number and wait for USA to mark the location of underground utilities in conflict with the Project, or for USA to advise Contractor of the absence of underground utilities in the Project area.

As required by Section 4215 of the California Government Code, County will assume responsibility for the removal, relocation, and protection of main or trunk-line utility facilities existing on the Work site, if such facilities are not shown in the Contract Documents, and County shall compensate Contractor for the costs of locating and repairing damage to such facilities not due to the failure of Contractor to exercise reasonable care.

Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the Project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the site of the Work.

If Contractor, while performing the Work under the Contract, discovers utility facilities not identified in the Contract Documents, including the plans or specifications, Contractor shall immediately notify County's Contract Administrator or Project Manager. County shall not be liable for Contractor's performance of unauthorized Work.

**26. Pre-Construction Conference**

At the Construction Division Office, 2441 Headington Road, Placerville attend a pre-construction conference with key personnel, including all major superintendents for the Work and major subcontractors. The pre-construction conference will be scheduled after the project is awarded and prior to the issuance of the Notice to Proceed. At this conference, submit in writing, signed by the officers of the corporation, if applicable, the names of two employees who will be the superintendents on the project. The second name serves as an alternate in the absence of the first designee. The superintendent must be on the site at all times that Work is in progress.

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27. **Notice of Discovery of Hazardous Waste or Unusual Conditions**

- A. Contractor shall promptly, and before the following conditions are disturbed, notify County in writing, in the event Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:
1. Material that Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
  2. Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or
  3. Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Agreement.
- B. County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, an adjustment, excluding loss of anticipated profits, will be made and the Contract Documents will be modified by a Change Order. County will notify Contractor of County's determination as to whether or not an adjustment of the Contract Documents is warranted.
- C. In the event a dispute arises between County and Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Agreement, but shall proceed with all Work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between Contractor and County.

28. **Subcontracting**

The provisions of Sections 4100-4114, inclusive, of the Public Contract Code regarding sub-contracting shall apply to this Contract, and Contractor represents that it will comply with all provisions therein.

The Subcontractor List in the Proposal must show the name, contractor's license number, DIR number and address and Work portions in excess of 0.5% or \$10,000, whichever is greater, to be performed by each subcontractor listed. The Work portion to be performed must be shown by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage (not to exceed 100%) calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price). **The completed Subcontractor Listing Form in the Proposal must be submitted at time of bid.**

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Jennifer Rimoldi via fax (530) 626-0387 or email Jennifer.Rimoldi@edcgov.us within 24 hours after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

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**29. Additional Work**

County reserves the right to make such alterations, deviations, or additions to or deletions from the plans and specifications, including the right to increase or decrease the quantity of any item or portion of work or to delete any items or portion of work, as may be deemed by the Contract Administrator or Project Manager to be necessary or advisable, and to require such additional work to be required for the proper completion of the whole Work contemplated.

Any such changes will be set forth in a Contract Change Order (Change Order) which will specify the additional work, adjustment of performance time, if any, and basis for additional or reduced compensation, if any. Any Change Order shall not become effective until approved by the Director of Transportation, or where required, by the Board of Supervisors.

**30. Termination by County for Convenience**

County reserves the right to terminate the Agreement at any time upon determination by County's representative that termination of the Agreement is in the best interest of County. County shall issue Contractor a written notice specifying that the Agreement is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Agreement except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) clean-up of the site.

If the Agreement is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the Project for termination.

**31. Termination by County for Cause**

If Contractor is adjudged as bankrupt or insolvent or makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of County's representative, or the Engineer, if one is appointed, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Agreement, an Inspector's written notice may be served upon Contractor demanding satisfactory compliance with the Agreement. If Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and

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complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Agreement are insufficient for completion, Contractor shall pay to County within five (5) days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against Contractor and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Agreement shall be equitably adjusted to compensate for such termination.

**32. Successors and Assigns**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

**33. Assignment of Contract**

Neither the Contract nor any part thereof, or any monies due or to become due hereunder, may be assigned by Contractor without the written approval of County. County may assign this Contract to a lender, or any third party that assumes the obligations of County hereunder.

**34. Amendments**

This Agreement may be amended by mutual consent of the parties hereto. Said amendment shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

**35. Separate Contracts**

County reserves the right to let other contracts in connection with the Work. Contractor shall afford all other such contractors reasonable opportunity for storage of their materials, shall provide that the execution of its work properly connects and coordinates with theirs, and shall cooperate with them to the end of facilitating the Work.

**36. Indemnity**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, and the State of California (State), its officers, directors, agents (excluding agents who are design professionals), and any Federal government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County, State, or Federal government agency employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State of

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California, or any Federal government agencies, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State of California or any Federal government agencies their officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, and any Federal government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

This indemnification will remain in effect until terminated or modified in writing by mutual agreement.

**37. Insurance**

**GENERAL INSURANCE REQUIREMENTS:** Contractor shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
2. Commercial General Liability Insurance of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors' liability and a \$4,000,000 aggregate limit.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000).
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For purposes of this Contract, XCU coverage is not required.

**PROOF OF INSURANCE REQUIREMENTS:**

1. Contractor shall furnish proof of coverage satisfactory to County's Risk Management Division as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to County's Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers shall be included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all general and excess liability insurance policies. Proof that County is named additional insured shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County as additional insured.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.



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4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects County, its officers, officials, employees, and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
  5. Contractor shall require each of its subcontractors to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Workers' Compensation Insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the County of El Dorado as additional insureds on each subcontractor's general and excess liability insurance policies. Upon request by County Contractor shall furnish proof of coverage satisfactory to County as evidence that the subcontractor insurance required herein is being maintained.

**INSURANCE NOTIFICATION REQUIREMENTS:**

1. Contractor agrees that no cancellation or material change in any policy shall become effective except upon prior written notice to Community Development Agency, Contract Services Unit, 2850 Fairlane Court, Placerville, California 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement, inclusive of the guarantee/warranty period specified herein below. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division.

**ADDITIONAL STANDARDS:** Certificates shall meet such additional standards as may be determined by County's Department of Transportation either independently or in consultation with County's Risk Management Division, as essential for protection of County.

**COMMENCEMENT OF PERFORMANCE:** Contractor shall not commence performance of this Agreement unless and until compliance with each and every requirement of the insurance provisions is achieved.

**MATERIAL BREACH:** Failure of Contractor to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, shall constitute a material breach of the entire Agreement.

**REPORTING PROVISIONS:** Any failure to comply with the reporting provisions of the policies shall not affect the coverage provided to County, its officers, officials, employees or volunteers.

**PRIMARY COVERAGE:** Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against County, its officers, agents, employees, or volunteers, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

**CONTRACTOR'S OBLIGATIONS:** Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Agreement.

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**38. Independent Contractor/Liability**

Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

**39. Interest of Public Official**

No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

**40. Interest of Contractor**

Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

**41. Conflict of Interest**

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and Section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement either party may immediately terminate this Agreement by giving written notice as detailed in Article 27, Termination by County for Cause, hereto.

**42. Licenses**

Contractor warrants and represents that it holds a valid California license pursuant to the Contractors' State License Law (Business and Professions Code Sections 7000, et seq.), that its license is in good standing and that it possesses a Class A – General Contractor License as required by the categories and type of the Work. Copies of Contractor's State Contractors' license must be provided with this Agreement.

**43. Business License**

County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and

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represents that it shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

**44. Cleaning Up**

Contractor shall not allow the site of the Work to become littered with trash, rubbish, or waste material, and shall maintain the site of Work in a neat and orderly condition throughout the performance of the Work. At the end of each work day, Contractor shall clean up all debris and waste materials generated by the Work and shall properly dispose of all trash, rubbish, and waste materials off site at no additional cost to County.

**45. Access to the Work**

County, and any state or local authorities having jurisdiction over the Project, shall at all times have access to the Work. Contractor shall maintain at least one lane of traffic at all times unless prior authorization is given by County. Roads cannot be closed without prior approval by County.

**46. Acceptance of Work**

The Work will be accepted by County in writing when the whole is completed satisfactorily, as determined by County or its duly authorized representative. Acceptance of the Work shall not constitute an acceptance of latent defects nor relieve Contractor of responsibility for any act or omission which is a violation of the Contract.

**47. Resolution of Claims**

As permitted by Public Contract Code section 20104, the County has elected to resolve any claims between you and the County pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code. This Article describes the contract claim procedure. The provisions of this Article constitute a non-judicial claim settlement procedure, and also step one of a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with the contract claim procedure in accordance with the Contract Documents, including Article 43. Step two is the filing of a timely Government Code Section 910 et seq. claim in accordance with the California Government Code. Any such claim shall affirmatively indicate your prior compliance with the contract claim procedure and previous dispositions under this Article. Any claim that fails to conform to the contract claim procedure required in step one may not be asserted in any subsequent Government Code Section 910 et seq. claim.

As a condition precedent to arbitration or litigation, claims must first be mediated. Mediation is non-binding and the services of a mediator mutually acceptable to the parties must be used and, if the parties cannot agree, a mediator will be selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitations shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. The cost of mediation shall be equally shared by the parties.

Your attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within 45 days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within 60 days of the public entity's written response and to pay interest at the rate of 7 percent per annum on any amounts not paid in a timely manner. The claims procedures described within the Contract Documents (including, but not limited to, this article) are in addition to the

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procedures required by section 9204 and, in the event of a conflict between those various procedures, the more stringent procedures will control.

The County's costs in reviewing or auditing a claim not supported by the Contractor's accounting or other records are damages incurred by the County within the meaning of the California False Claims Act.

If the Engineer determines that a claim requires additional analysis, the Engineer schedules a review board meeting. Meet with the board of review and make a presentation supporting the claim. After the Engineer or review board finishes reviewing the claim, the County makes the final determination of claims and provides it to you. The Engineer provides you a final estimate and the Department pays the amount due within 30 days. The final estimate is conclusive as to the amount of work completed and the amount payable. Your failure to comply with the claim procedures is a bar to arbitration under Pub Cont Code § 10240.2

If you fail to comply with these claim procedures as to any claim, then you waive your rights to this claim. County must not be deemed to waive or alter any provision of this Article if, at County's sole discretion, County administers a claim in a manner not in accord with those provisions.

Minimize and mitigate the impacts of work or events for which you will make a potential claim.

### **Claim Procedure**

For each potential claim, assign an identification number determined by chronological sequencing and the 1st date of the potential claim.

Submit a declaration that includes the following language with each claim statement:

I declare under penalty of perjury, according to the laws of the State of California, that the foregoing claims, with specific reference to the California False Claims Act (Govt Code § 12650 et seq.) and to the extent the project contains federal funding, the US False Claims Act (31 USC § 3729 et seq.), are true and correct, and that this declaration was signed on \_\_\_\_\_ (date), 20\_\_ at \_\_\_\_\_, California.

Use the identification number for each potential claim on the:

1. Initial Potential Claim Record form
2. Supplemental Potential Claim Record form
3. Full and Final Potential Claim Record form

Failure to comply with this procedure is:

1. Waiver of the potential claim and a waiver of the right to a corresponding claim for the disputed work in the administrative claim procedure
2. Bar to arbitration (Pub Cont Code § 10240.2)

Submit an Initial Potential Claim Record form within 5 business days of the Engineer's response to the Request for Information (RFI) or within 5 business days from the date when a dispute arises due to an act or failure to act by the Engineer. The Initial Potential Claim Record form establishes the claim's nature and circumstances. The nature and circumstances must remain consistent.

The Engineer responds within 5 business days of receiving the form. Proceed with the work for which you will make a potential claim unless otherwise ordered.

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Within 20 days of a request, provide access to the project records determined necessary by the Engineer to evaluate the potential claim.

Within 15 days of submitting the Initial Potential Claim Record form, submit a Supplemental Potential Claim Record form including:

1. Complete nature and circumstances causing the potential claim
2. Contract specifications supporting the basis of a claim
3. Estimated claim cost and an itemized breakdown of the individual costs stating how the estimate was determined
4. TIA

The Engineer evaluates the Supplemental Potential Claim Record form and responds within 20 days of receiving the submittal. To pursue a potential claim, comply with this Article.

If the estimated cost or effect on the scheduled completion date changes, update the Supplemental Potential Claim Record form information as soon as the change is recognized and submit this information.

Notify the Engineer within 10 days of the completion date of the potentially claimed work. The Engineer authorizes this completion date or notifies you of a revised date.

Within 30 days of the completion of the potentially claimed work, submit a Full and Final Potential Claim Record form including:

1. Detailed factual account of the events causing the potential claim, including:
  - 1.1. Pertinent dates
  - 1.2. Locations
  - 1.3. Work items affected by the potential claim
2. Contract documents supporting the potential claim and a statement of the reasons these parts support entitlement
3. Itemized cost breakdown if a payment adjustment is requested. Segregate costs into the following categories:
  - 3.1. Labor, including:
    - 3.1.1. Individuals
    - 3.1.2. Classifications
    - 3.1.3. Regular and overtime hours worked
    - 3.1.4. Dates worked
  - 3.2. Materials, including:
    - 3.2.1. Invoices
    - 3.2.2. Purchase orders
    - 3.2.3. Location of materials either stored or incorporated into the work
    - 3.2.4. Dates materials were transported to the job site or incorporated into the work
  - 3.3. Equipment, including:
    - 3.3.1. Detailed descriptions, including make, model, and serial number
    - 3.3.2. Hours of use
    - 3.3.3. Dates of use
    - 3.3.4. Equipment rates at the rental rate listed in Labor Surcharge and Equipment Rental Rates in effect when the affected work related to the claim was performed
4. Detailed account of the time impact if a time adjustment is requested:
  - 4.1. Dates for the requested time.
  - 4.2. Reasons for a time adjustment.
  - 4.3. Contract documentation supporting the requested time adjustment.

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- 4.4. TIA. The TIA must demonstrate entitlement to a time adjustment.
  5. Identification and copies of your documents and copies of communications supporting the potential claim, including certified payrolls, bills, canceled checks, job cost reports, payment records, and rental agreements
  6. Relevant information, references, and arguments that support the potential claim

The Department does not consider a Full and Final Potential Claim Record form that does not have the same nature, circumstances, and basis of claim as those specified on the Initial Potential Claim Record form and Supplemental Potential Claim Record form.

The Engineer evaluates the information presented in the Full and Final Potential Claim Record form and responds within 30 days of its receipt unless the Full and Final Potential Claim Record form is submitted after Contract acceptance, in which case, a response may not be provided. The Engineer's receipt of the Full and Final Potential Claim Record form must be evidenced by postal return receipt or the Engineer's written receipt if delivered by hand.

A claim is waived if:

1. Claim does not have a corresponding Full and Final Potential Claim Record form identification number
2. Claim does not have the same nature, circumstances, and basis of the claim as the corresponding Full and Final Potential Claim Record form
3. Claim is not included in the claim statement
4. You do not comply with the claim procedures
5. You do not submit the declaration stated above
6. Failure to allow timely access to the supporting data for a claim when requested

**48. Environmental and Toxic Warranty**

Contractor warrants that its operations concerning the Project are not and will not be in violation of any applicable federal, state, or local environmental statute, law, or regulation dealing with hazardous materials substances or toxic substances.

**49. Guarantee**

**Final Guarantee:** Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year. Contractor warrants and guarantees for a period of one (1) year from the date of Acceptance of the Work that the Work is free from all defects due to faulty materials or workmanship and Contractor shall promptly make such corrections as may be necessary, including repairs of any damage to other parts of the Work resulting from such defects. County will give notice of observed defects with reasonable promptness. In the event that Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, County may do so and charge Contractor the cost thereby incurred.

**Extended Guarantees:** If a guaranty exceeding one (1) year is provided by the supplier or manufacturer of any equipment or materials used in this Project, then the guarantee for such equipment or materials shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials, and Contractor shall supply County with all warranty and guaranty documents relative to equipment and materials incorporated in the job and guaranteed by its suppliers or manufacturers.

**Warranty:** Contractor warrants to County that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by the Contract, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the

requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

If within one (1) year from the date of the Acceptance of the Work or such longer period of time as may be prescribed by law or regulations or by the terms of any applicable special guarantee required by the contract documents, any work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instruction, correct such defective work. If work is rejected by County, defective material or work will be removed from site and replaced with non-defective materials or work. If Contractor is unable to promptly and properly correct any defective work, County may at its option have the work corrected by such other means as County deems appropriate and hold Contractor liable for all direct, indirect and consequential costs caused by such defective work. Said warranty shall apply to all work found to be "defective" which is attributable to the quality or quantity of the materials used, the quality of the workmanship or for performance of the Contract.

**50. Notice**

Any notice or other correspondence required to be given under this Agreement by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Notices personally delivered during normal business hours shall be deemed received on the actual date of delivery; mailed notices shall be deemed received one (1) day after affixed postmark. Notices and correspondence to County shall be in duplicate and shall be delivered to it as follows:

To County:

County of El Dorado  
Department of Transportation  
2441 Headington Road  
Placerville, California 95667

Attn.: Brian Mullens, Deputy Director-  
Maintenance and Operations Unit

With a Copy To:

County of El Dorado  
Chief Administrative Office  
2850 Fairlane Court  
Placerville, California 95667

Attn.: Michele Weimer  
Purchasing Agent  
Contracts and Procurement Unit

Notices and correspondence to Contractor shall be delivered when personally delivered to, or if mailed, addressed to Contractor at:

Contractor's Name  
Address  
City, State, and Zip Code

Attn.: Name  
Title

Either party may change its address for notices or for its principal place of business by giving written notice pursuant to this Article.

**51. Change of Address**

In the event of a change in address for Contractor's principal place of business, Contractor's Agent for Service of Process, or Notices to Contractor, Contractor shall notify County in writing as provided in Article 47, Notice. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract

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Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

**52. Drug-Free Workplace**

Contractor shall comply with Government Code section 8355.

**53. California Residency (Form 590)**

All independent Contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. Contractor will be required to submit a Form 590. This requirement applies to any Agreement/Contract exceeding \$1,500.00.

**54. Nonresident Withholding**

If Consultant is not a California resident, Consultant shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Consultant during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Consultant shall indemnify and hold County harmless for any action taken by the California Franchise Tax Board.

**55. County Payee Data Record Form**

All independent contractors or corporations providing services to County must file a County Payee Data Record Form with County.

**56. Taxes**

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

**57. Venue**

The Contract Documents and all provisions thereto shall be governed by the laws of the State of California. Any litigation arising herein shall be brought in the County of El Dorado.

**58. Contract Administrator**

The County Officer or employee with responsibility for administering this Agreement is Brian Mullens, Deputy Director, Community Development Services, Department of Transportation, or successor.

**59. Authorized Signatures**

The parties to this Agreement warrant and represent that the undersigned individuals executing this Agreement on their respective behalves are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.



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**60. Partial Invalidity**

If any provision, part of a provision, sentence, or word of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, parts of provisions, sentences, and words will continue in full force and effect without being impaired or invalidated in any way.

**61. No Third Party Beneficiaries**

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**62. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**63. Entire Agreement**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

SAMPLE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:

Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

-- CONTRACTOR --

Dated: \_\_\_\_\_

License No. \_\_\_\_\_

Federal Employee Identification Number \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Corporate Secretary

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the County prior to signing this document.

Mailing Address: \_\_\_\_\_

Business Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

EXHIBIT A

2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT NO. 4674

CONTRACTOR'S BID AND BID PRICE SCHEDULE

NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1		
2	130100	JOB SITE MANAGEMENT	LS	1		
3	390132	HOT MIX ASPHALT (TYPE A)	TON	12,186.50		
4	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	801,195.50		
<b>TOTAL BID</b>						

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)

**COUNTY OF EL DORADO  
PAYMENT BOND  
(Section 3247, Civil Code)**

**Bond No.** \_\_\_\_\_

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

\_\_\_\_\_ hereafter referred to as "Principal", a Contract for the Work described as follows:

**2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT NO. 4674**

WHEREAS, said Principal is required to furnish a bond in connection with said Contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligees, in the sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) to be paid to the Obligees, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its Subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

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

Dated: \_\_\_\_\_

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

	PRINCIPAL
	SURETY
	ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

**ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**SURETY**

**ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**COUNTY OF EL DORADO  
PERFORMANCE BOND**

**Bond No.** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_  
as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California,  
hereinafter called the "Obligee"  
in the sum of \_\_\_\_\_ DOLLARS,  
(\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind  
ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: \_\_\_\_\_

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of **Contract NO. 4674 for the 2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract Work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

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

This guarantee shall insure the Obligee during the Work required by any Contract and for a period of one (1) year from the date of acceptance of the Work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligees named herein.

Dated: \_\_\_\_\_, 20\_\_\_\_.

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

**ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



**SURETY**

**ACKNOWLEDGMENT**

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

State of California  
County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ ,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# **EXHIBIT B PROJECT SCOPE AND SPECIFICATIONS**

## **SCOPE OF WORK**

**The work, in general, includes the following:**

- Five (5) day advance notification on each affected roadway. Advance notification includes placing Red and White Standard *No Parking* signs with a description of the work hours on Type II barricades every 50 feet on each affected roadway;
- Coordination with adjacent projects;
- All work required to provide traffic control (reversing controls) in accordance with the most current requirements of the Manual of Uniform Traffic Control Devices (MUTCD);
- All work required to provide for temporary water pollution control;
- All work required to provide for dust control; and
- All work required to remove existing hot mix asphalt pavement and replace with compacted hot mix asphalt (Type A) pavement to the depths as shown in Exhibit C and as described below.

The dimensions of each roadway section are listed in Exhibit B. Exhibit C shows the approximate locations of the roadway sections requiring removal and replacement.

## **PROJECT SPECIFICATIONS**

### **1 - Control of Work**

#### **1.1 Summary**

Occupy the roadway only for purposes necessary to perform the work.

There is no County-owned property available for Contractor's use for this Contract.

During the progress of the Work under this Contract, other road projects may be in progress at or near the job site of this Contract.

You must coordinate your operations with the adjacent projects such that the requirements of this Contract are maintained.

### **2 - Start of Job Site Activities**

#### **2.1 Summary**

Submit a notice to the County five (5) days before starting job site activities. Provide notification to each affected resident as described above. Project working hours are Monday – Friday between 7:00 am and 7:00 pm.

The County may assess liquidated damages in accordance with Public Contract Code 10226 if the County determines the reason(s) for delay in completion of the Project were within your control. Liquidated damages in the amount of \$3,500 per calendar day for each and every calendar days delay in finishing the work in excess of the number of calendar days prescribed herein; and the Contractor agrees to pay the liquidated damages herein provided for, and further agrees the County may deduct the amount thereof from any moneys dues or that may become due Contractor under the Contract.

### **3 - Temporary Traffic Controls**

#### **3.1 Summary**

It is your responsibility to maintain a safe passage for the traveling public and any emergency responders through the Project site.

Perform all temporary traffic controls in accordance with the most current requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

You must submit a Traffic Control Plan for review and approval. Your Traffic Control Plan must address each type of temporary traffic control system that will be used. Your Traffic Control Plan must include detailed controls, including but not limited to flaggers, lane closures, PCMS boards, and signs, as applicable. Your Traffic Control Plan must include signing required on intersecting streets and driveways within the area that will require traffic control as required and must address traffic control related to access to driveways for all residences.

Submit your Traffic Control Plan as early as ten (10) working days after the receipt of the Notice of Award but no later than five (5) working days after notice of Contact approval. No work will start on County roads until the Traffic Control Plan is approved. Violation of the Traffic Control requirements is justification for the Engineer to stop work until the requirements are met.

Contract working hours are between the hours of 7:00 am and 7:00 pm on Mondays - Fridays, unless otherwise authorized. Reversing controls are allowed on local roads between 7:00 am and 7:00 pm on Mondays - Fridays. During reversing controls, provide at least 1 through traffic lane not less than 10 feet in width for use by both directions of travel.

Minor deviations, including modifications to working hours and days, may be proposed to the County for review and approval. Do not proceed with proposed deviations without first receiving approval from the County.

You must remove the components of the traffic control system for stationary lane closures from the traveled way and shoulder when no work is being performed.

#### **3.2 Payment**

Payment for all costs associated with installing, operating, and maintaining temporary traffic controls, including cones, signs, flaggers, the Traffic Control Plan, advance notification, etc. is provided for under the bid item for Traffic Control System.

#### **4 - Temporary Water Pollution Controls - Storm Water Pollution Prevention Plan**

##### **4.1 Summary**

Discharges of storm water from the project must comply with NPDES General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Order No. 2009-0009-DWQ, NPDES No. CAS000002) as amended by Order No. 2010-0014-DWQ and Order No. 2012 -0006-DWQ referred to herein as "Permit." The Permit may be viewed at the Web site for the State Water Resources Control Board, Board Decisions.

Prepare water pollution control program includes developing, amending, and implementing the WPCP, providing a WPC Manager, conducting WPC training, and installing, monitoring, inspecting, reporting on, maintaining, and removing and disposing of WPC practices at the job site.

Submit your WPCP ten (10) business days after the receipt of the Notice of Award letter.

##### **4.2 Temporary Erosion Control Plan**

You are required to prepare and submit a Temporary Erosion Control Plan (TECP) that includes the locations and descriptions of erosion control measures and daily clean up measures in compliance with federal, state, and local agency regulations, the Plans, the WPCP, and these special provisions.

Your TECP must show specifically where filter fence, weighted fiber rolls or gravel-filled rolls, and gravel bags will be applied and additional temporary erosion controls required due to your method of operation or required to comply with TRPA and Lahontan permits. Your Plan must also detail specifically what temporary erosion control measures will be applied and where the temporary erosion control measures will be placed in areas used to store materials, equipment, and supplies. Temporary erosion control measures, their implementation, and maintenance must conform to the Plans and the provisions of the WPCP. Submit your Plan as early as ten (10) working days after the receipt of the Notice of Award but no later than five (5) working days after Contract approval.

##### **4.3 Construction**

You are required to furnish, install, maintain, and remove temporary water pollution controls to ensure debris, materials, and non-visible pollutants do not enter the existing storm drain systems, surface waters, or waters of the United States.

Throughout the entire construction period you will be responsible for insuring that no material eroded from the work area leaves the job site via the conveyance system. You must provide adequate sediment barriers at storm drain pipe outlets, drainage inlets, and other

collection points and provide adequate erosion control at channels and swales. A fine of \$100/day will be levied against you for each day you delay in responding to the County's request to install new temporary sediment control devices and/or maintain existing temporary sediment control devices.

The drainage inlet protection must be Type 2 or Type 3A, as appropriate for the conditions around the drainage inlet. Weighted fiber rolls are a suitable substitute for gravel filled bags. Gravel-filled bags must be repaired or replaced on the same day damage occurs. Damage to the gravel bag resulting from your vehicles, equipment, or activities will be repaired or replaced at your expense. Gravel-filled bags must be replaced if the bag material or roll material is ruptured or if the yarn has failed, allowing the gravel to spill out.

If you choose to place temporary fiber rolls, they must be temporary rice straw fiber rolls. They must be at least eight inches in diameter and be an Earth Savers wattle as manufactured by R.H. Dyck, Inc. or approved equal or Rice Straw Fiber Roll as manufactured by Kristar or approved equal. If an alternate product is proposed, submit product name, manufacturer, and description to Engineer for review and approval within 5 days of Notice of Award. Wood stakes for securing rice straw fiber rolls must be untreated fir, redwood, cedar, or pine, cut from sound timber, and must be straight and free of loose or unsound knots and other defects which would render them unfit for the purpose intended. Temporary rice straw fiber rolls must be repaired or replaced on the same day damage occurs. Damage to the temporary fiber rolls resulting from your vehicles, equipment, or activities will be repaired at your expense. If replacement of temporary rice straw fiber rolls is required due to your vehicles, equipment, or activities, replacement will be at your expense.

Weighted fiber rolls or alternatively, gravel-filled rolls may be used only in areas of compacted soil, concrete, or paved surfaces. Installation of the weighted fiber rolls or gravel-filled rolls will be per the manufacturer's recommendations.

The configuration for the use of weighted fiber rolls or gravel-filled rolls at drainage inlets is intended to filter sediment from runoff before the runoff enters inlets.

Weighted fiber rolls or gravel-filled rolls must be maintained to disperse concentrated water runoff and to reduce runoff velocities. Split, torn, or unraveling rolls must be repaired or replaced. Locations where rills and other evidence of concentrated runoff have occurred beneath the rolls must be corrected. Weighted fiber rolls or gravel-filled rolls must be repaired or replaced on the same day damage occurs. Damage to the temporary fiber rolls resulting from your vehicles, equipment, or activities will be repaired at your expense. If replacement of weighted fiber rolls or gravel-filled rolls is required due to your vehicles, equipment, or activities, replacement will be at your expense.

Weighted fiber rolls or, gravel-filled rolls must be a minimum length of 5 feet. Weighted fiber rolls must be eight inches in diameter and consist of a machined mat or blanket of shaved aspen wood curled excelsior with a weighted inner core contained in a photodegradable, extruded, high visibility netting tube with a handle on each end. Eighty percent of the excelsior material must consist of fibers at least 6 inches in length. The fiber

roll must be contained in a tubular orange-colored netting knotted at each end made from 85% high-density polyethylene and 14% ethyl vinyl acetate with titanium oxide for UV inhibition.

On-site storage of liquid waste containers will not be allowed.

Cleaning of vehicles or construction equipment will not be allowed within the Project.

Disposal of materials removed from the sweeper must comply with the dust control requirements elsewhere in these specifications.

You must submit a Spill Contingency Plan within five (5) working days after receipt of Contract approval.

Your operations may result in trackout of construction materials. You are responsible for tracking controls. Tracking control applies to streets within the Project as well as streets adjacent to the Project that have the potential to be impacted by tracking from the Work.

#### **4.4 Payment**

Payment for all costs associated with preparing and updating WPCP, furnishing, installing, maintaining, and removing temporary water pollution controls will be provided for under the bid item for Job Site Management. This work includes developing and implementing the Temporary Erosion Control Plan and the Spill Contingency Plan.

### **5 - Dust Control**

#### **5.1 Summary**

You must comply with Rules 223, 223-1, and 223-2 (Dust Rules) of the Rules and Regulations of the El Dorado County Air Quality Management District (AQMD). The Dust Rules can be obtained from AQMD at the following:

360 Fair Lane, Placerville, CA 95667

(530) 621-7501

[www.edcgov.us/Government/AirQualityManagement](http://www.edcgov.us/Government/AirQualityManagement)

#### **5.2 Submittals**

Provide an acceptable plan for preventing the generation of dust due to your activities in construction zones, along haul or traveled routes, or in equipment parking zones. Your Dust Control Plan and daily dust control activities will not conflict with requirements of any agency having jurisdiction in the project area. You are required to have a water truck at the job site at all times during construction. Submit your Dust Control Plan as early as ten (10) working days after the receipt of the Notice of Award but no later than five (5) working days after Contract approval. Your Dust Control Plan must be approved by AQMD prior to the start of your work.

In the event the control of dust is not satisfactory to the Engineer, the Engineer will take measures as necessary to insure satisfactory salvage and will deduct the cost of those measures from payments due you. Dust control is a temporary erosion control measure or BMP. A fine of \$100/day will be levied against you for each day you delay in responding to the Engineer's request to implement this temporary erosion control measure.

### **5.3 Payment**

The County does not pay for impacts to your productivity from mitigating dust from your activities.

Payment for all costs associated with providing dust control measures, including preparing, obtaining approval, and maintaining all dust control records, will be provided for under the bid item for Job Site Management.

## **6 – Cold Plane Asphalt Concrete**

### **6.1 Summary**

You will cold plane existing hot mix asphalt surfacing in each section of roadway to the depth shown in Exhibit B.

Cold planing asphalt concrete pavement includes the removal of pavement markers, traffic stripes, and pavement markings within the area of cold planing.

All material removed, including grindings, become property of the Contractor and must be completely removed from the Project locations.

### **6.2 Construction**

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width unless a wider cutter head is authorized.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
  - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

If you do not complete placing the HMA surfacing before opening the area to traffic, you must:

1. Construct a temporary HMA taper to the level of the existing pavement.
2. Place HMA during the next work shift.
3. Submit a corrective action plan that shows you will complete cold planing and placement of HMA in the same work shift. Do not restart cold planing activities until the corrective action plan is authorized. The County does not pay you for any delays incurred prior to the corrective action plan being authorized.

### **6.2.1 Grade Control and Surface Smoothness**

Install and maintain grade and transverse slope references.

The final cut must result in a neat and uniform surface.

The completed surface of the planed pavement must not vary more than 0.02 foot when measured with a 12-foot straightedge parallel with the centerline. With the straightedge at right angles to the centerline, the transverse slope of the planed surface must not vary more than 0.03 foot.

Where lanes are open to traffic, the drop-off between adjacent lanes must not be more than 0.15 foot.

### **6.2.2 Planed Material**

Remove cold planed material concurrently with planing activities such that the removal does not lag more than 50 feet behind the planer.

### **6.2.3 Temporary HMA Tapers**

If a drop-off between the existing pavement and the planed area at transverse joints cannot be avoided before opening to traffic, construct a temporary HMA taper. The HMA temporary taper must be:

1. Placed to the level of the existing pavement and tapered on a slope of 30:1 (horizontal:vertical) or flatter to the level of the planed area
2. Compacted by any method that will produce a smooth riding surface

HMA for temporary tapers must be of the same quality that is used for the permanent HMA Type A overlay.

Completely remove temporary tapers before placing permanent surfacing.

## **6.3 Payment**

Full compensation for all work associated with cold planing, including off-haul and disposal of grindings, is provided for under the bid item for Cold Plane Asphalt Concrete.

## **7 – Hot Mix Asphalt (HMA)**

### **7.1 Summary**



You will place compacted HMA in each section of roadway that has been cold planed at the depths shown in Exhibit B. This Project requires production and placement of HMA Type A under the Method construction process.

All HMA work shall be in accordance with the following general specifications for producing and placing HMA by aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

### **7.1.1 Definitions**

binder replacement: Amount of RAP binder in OBC in percent.

coarse aggregate: Aggregate retained on a no. 4 sieve.

fine aggregate: Aggregate passing the no. 4 sieve.

processed RAP: RAP that has been fractionated.

substitution rate: Amount of RAP aggregate substituted for virgin aggregate in percent.

supplemental fine aggregate: Aggregate passing the no. 30 sieve, including hydrated lime, portland cement, and fines from dust collectors.

## **7.2 Materials**

### **7.2.1 Tack Coat**

Tack coat must comply with the specifications for asphaltic emulsion or asphalts.

You may choose the type and grade. You must submit the type and grade to the County for review and approval prior to use.

You may not dilute the asphaltic emulsion with water.

### **7.2.2 Asphalt Binder**

Asphalt binder must comply with Caltrans' Certification Program for Suppliers of Asphalt. Program requirements, procedures, and a list of authorized material sources is online at the Caltrans Materials Engineering and Testing Services website: <http://www.dot.ca.gov/hq/esc/Translab>.

Asphalt binder used in HMA Type A must be PG 64-16.

It must comply with the requirements in the following table:

Quality Characteristic	Test Method	PG 64-28
Flash point (min, °C)	AASHTO T 48	230
Solubility <sup>b</sup> (min, %)	AASHTO T 44	99
Viscosity at 135 °C <sup>c</sup> (max, Pa•s)	AASHTO T 316	3.0
Dynamic shear Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa) G*/sin(delta) (max, kPa)	AASHTO T 315	64 1.00 2.00
RTFO <sup>f</sup> test <sup>e</sup> mass loss (max, %)	AASHTO T 240	1.00
Dynamic shear Test temperature at 10 rad/s (°C) G*/sin(delta) (min, kPa)	AASHTO T 315	64 2.20
Ductility at 25 °C (min, cm)	AASHTO T 51	75
PAV <sup>g</sup> Test temperature (°C)	AASHTO R 28	100
Dynamic shear, Test temperature at 10 rad/s (°C) G* sin(delta) (max, kPa)	AASHTO T 315	22 <sup>d</sup> 5000
Creep stiffness, Test temperature, °C S-value (max, MPa) M-value (min)	AASHTO T 313	-18 300 0.300

<sup>a</sup>Not Applicable

<sup>b</sup>The Engineer waives solubility requirements if the supplier is an authorized material source as defined by the Department's *Certification Program for Suppliers of Asphalt*.

<sup>c</sup>The Engineer waives this specification if the supplier provides written certification the asphalt binder can be adequately pumped and mixed at temperatures meeting applicable safety standards.

<sup>d</sup>Test the sample at 3 °C higher if it fails at the specified test temperature. G\* sin(delta) remains 5000 kPa maximum.

<sup>e</sup>The residue from mass change determination may be used for other tests.

<sup>f</sup>RTFO means rolling thin film oven.

<sup>g</sup>PAV means Pressure Aging Vessel.

### 7.2.3 Aggregate

Aggregate must be clean and free from deleterious substances.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate.

Aggregate used in HMA Type A must comply with 1/2-inch HMA Type A gradation.

The proposed aggregate gradation must be within the TV limits for the specified sieve sizes shown in the following tables:

**Aggregate Gradation  
(Percentage Passing)  
HMA Type A**

1/2-inch HMA Type A		
Sieve sizes	TV limits	Allowable tolerance
3/4"	100	—
1/2"	95–99	TV ± 6
3/8"	75–95	TV ± 6
No. 4	55–66	TV ± 7
No. 8	38–49	TV ± 5
No. 30	15–27	TV ± 4
No. 200	2.0–8.0	TV ± 2

Before the addition of asphalt binder and lime treatment, aggregate must have the values for the quality characteristics shown in the following table:

Quality Characteristic	Test Method	HMA Type A
Percent of crushed particles Coarse aggregate (% min.) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90 75 70
Los Angeles Rattler (% max.) Loss at 100 rev. Loss at 500 rev.	California Test 211	12 45
Sand equivalent (min.) <sup>a</sup>	California Test 217	47
Fine aggregate angularity (% min.) <sup>b</sup>	California Test 234	45
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10

<sup>a</sup> Reported value must be the average of 3 tests from a single sample.

b The Engineer waives this specification if HMA contains 10 percent or less of nonmanufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

#### **7.2.4 Reclaimed Asphalt Pavement**

You may produce HMA Type A using RAP. HMA produced using RAP must comply with the specifications for HMA, except aggregate quality specifications do not apply to RAP. You may substitute RAP at a substitution rate not exceeding 15 percent of the aggregate blend.

Assign the substitution rate of RAP aggregate for virgin aggregate with the JMF submittal. The JMF must include the percent of RAP used.

Provide enough space for meeting RAP handling requirements at your facility. Provide a clean, graded, well-drained area for stockpiles. Prevent material contamination and segregation.

If RAP is from multiple sources, blend the RAP thoroughly and completely. RAP stockpiles must be homogeneous.

Isolate the processed RAP stockpiles from other materials. Store processed RAP in conical or longitudinal stockpiles. Processed RAP must not be agglomerated or be allowed to congeal in large stockpiles.

### **7.3 HMA Mix Design Requirements**

The mix design process consists of performing California Test 367 and laboratory procedures on combinations of aggregate gradations and asphalt binder contents to determine the OBC and HMA mixture qualities. The results become the proposed JMF.

Use the *Contractor Hot Mix Asphalt Design Data* form to record aggregate quality and mix design data. Use the *Contractor Job Mix Formula Proposal* form to present the JMF.

Laboratories testing aggregate qualities and preparing the mix design and JMF must be qualified under the Department's Independent Assurance Program. Take samples under California Test 125.

The Engineer reviews the aggregate qualities, mix design, and authorizes the JMF.

#### **7.3.1 HMA Mix Design**

Perform a mix design that produces HMA with the values for the quality characteristics shown in the following table:

Quality Characteristic	Test Method	HMA Type A
Air void content (%)	California Test 367	4.0
Voids in mineral aggregate (% min.)	California Test 367	17.0
No. 4 grading		15.0
3/8" grading		14.0
1/2" grading		13.0
3/4" grading		
Voids filled with asphalt (%)	California Test 367	65.0–75.0
No. 4 grading		65.0–75.0
3/8" grading		65.0–75.0
1/2" grading		65.0–75.0
3/4" grading		65.0–75.0
Dust proportion	California Test 367	0.6–1.2
No. 4 and 3/8" gradings		0.6–1.2
1/2" and 3/4" gradings		0.6–1.2
Stabilometer value (min.)	California Test 366	30
No. 4 and 3/8" gradings		30
1/2" and 3/4" gradings		37

### 7.3.2 Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Mix design records on a *Contractor Hot Mix Asphalt Design Data* form dated within 12 months of submittal
3. JMF verification on a *Caltrans Hot Mix Asphalt Verification* form, if applicable
4. MSDS for the following:
  - 4.1. Asphalt binder
  - 4.2. Base asphalt binder used in asphalt rubber binder
  - 4.3. CRM and asphalt modifier used in asphalt rubber binder
  - 4.4. Blended asphalt rubber binder mixture
  - 4.5. Supplemental fine aggregate except fines from dust collectors
  - 4.6. Antistrip additives

If the Engineer requests, sample the following materials in the presence of the Engineer and place in labeled containers weighing no more than 50 lb each:

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must be at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF TVs submitted on a *Contractor Job Mix Formula Proposal* form.

2. RAP from stockpiles or RAP system. Samples must be at least 60 lb.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical-shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical-shaped cans with open top and friction lids.

Notify the Engineer at least 2 business days before sampling materials. For aggregate and RAP, split the samples into at least 4 parts. Submit 3 parts to the Engineer and use 1 part for your testing.

### 7.3.3 Job Mix Formula Review

The County reviews each mix design and proposed JMF within 5 business days from the complete JMF submittal. The review consists of reviewing the mix design procedures and comparing the proposed JMF with the specifications.

The County will not verify a JMF for this Contract.

### 7.3.4 Job Mix Formula Verification

Submit a pre-verified JMF on a *Caltrans Hot Mix Asphalt Verification* form dated within 12 months before HMA production.

Use the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. No adjustments to asphalt binder content are allowed. Based on your testing and production experience, you may submit an adjusted aggregate gradation TV on a *Contractor Job Mix Formula Proposal* form before verification testing. Aggregate gradation TV must be within the TV limits specified in the aggregate gradation tables.

Asphalt binder set point for HMA must be the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. When RAP is used, asphalt binder set point for HMA must be:

$$\text{Asphalt Binder Set Point} = \frac{\frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)} - R_{RAP} \left[ \frac{BC_{RAP}}{\left(1 - \frac{BC_{RAP}}{100}\right)} \right]}{100 + \frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)}}$$

Where:

$BC_{OBC}$  = optimum asphalt binder content, percent based on total weight of mix

$R_{RAP}$  = RAP ratio by weight of aggregate

$BC_{RAP}$  = asphalt binder content of RAP, percent based on total weight of RAP mix

### 7.3.5 Job Mix Formula Acceptance

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.

2. The JMF has been within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

#### **7.4 Contractor Quality Control**

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results within 3 business days of a request.

You must identify the HMA sampling location and submit this information to the County. During production, take samples under California Test 125. You may sample HMA from:

1. Plant
2. Truck
3. Windrow
4. Paver hopper
5. Mat behind the paver

##### **7.4.1 Prepaving Conference**

Hold a prepaving conference with the County at a mutually agreed time and place. Discuss methods of performing the production and paving work.

#### **7.5 Production**

##### **7.5.1 Production Start-Up Evaluation**

The County evaluates HMA production and placement at production start-up.

Within the first 750 tons produced on the 1st day of HMA production, in the County's presence and from the same production run, take samples of:

1. Aggregate
2. Asphalt binder
3. RAP
4. HMA

Sample aggregate from cold feed belts or hot bins. Take RAP samples from the RAP system. Sample HMA under California Test 125, except if you request and if authorized, you may sample HMA from any of the following locations:

1. Plant
2. Truck
3. Windrow
4. Paver hopper
5. Mat behind the paver

For aggregate, RAP, and HMA, split the samples into at least 4 parts and label their containers. Submit 3 split parts and keep 1 part.

##### **7.5.2 Production**

Produce HMA in a batch mixing plant or a continuous mixing plant. Proportion aggregate by hot or cold feed control.

HMA plants must be pre-qualified by the Caltrans. Before production, the HMA plant must have current qualification under the Caltran’s Materials Plant Quality Program.

During production, you may adjust hot or cold feed proportion controls for virgin aggregate and RAP.

During production, asphalt binder set point for HMA Type A must be the OBC shown in Contractor Hot Mix Asphalt Design Data form. For OGFC, asphalt binder set point must be the OBC shown on Caltrans Hot Mix Asphalt Verification form.

When RAP is used, asphalt binder set point for HMA must be:

$$\text{Asphalt Binder Set Point} = \frac{\frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)} - R_{RAP} \left[ \frac{BC_{RAP}}{\left(1 - \frac{BC_{RAP}}{100}\right)} \right]}{100 + \frac{BC_{OBC}}{\left(1 - \frac{BC_{OBC}}{100}\right)}}$$

Where:

$BC_{OBC}$  = optimum asphalt binder content, percent based on total weight of mix

$R_{RAP}$  = RAP ratio by weight of aggregate

$BC_{RAP}$  = asphalt binder content of RAP, percent based on total weight of RAP mix

For RAP substitution rate of 15 percent or less, you may adjust the RAP by -5 percent.

You must request adjustments to the plant asphalt binder set point based on new RAP stockpiles average asphalt binder content. Do not adjust the HMA plant asphalt binder set point until authorized.

### 7.5.3 Mixing

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

Asphalt binder must be from 275 to 375 degrees F when mixed with aggregate.

Asphalt rubber binder must be from 350 to 425 degrees F when mixed with aggregate.

When mixed with asphalt binder, aggregate must not be more than 325 degrees F, except aggregate for OGFC must be not more than 275 degrees F. These aggregate temperature specifications do not apply if you use RAP.

HMA with or without RAP must not be more than 325 degrees F.

## 7.6 Construction

Do not pave HMA on wet pavement or a frozen surface.



You may deposit HMA in a windrow and load it in the paver if:

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pickup, loading, and paving are continuous
4. HMA temperature in the windrow does not fall below 260 degrees F

You may place HMA in 1 or more layers on areas less than 5 feet wide and outside the traveled way, including shoulders. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture.

HMA handled, spread, or windrowed must not stain the finished surface of any improvement, including pavement.

Do not use petroleum products such as kerosene or diesel fuel to release HMA from trucks, spreaders, or compactors.

HMA must be free of:

1. Segregation
2. Coarse or fine aggregate pockets
3. Hardened lumps

Place additional HMA along the pavement's edge to conform to paved private roads and drives. Hand rake, if necessary, and compact the additional HMA to form a smooth conform taper.

### **7.6.1 Subgrade and Tack Coat**

Prepare subgrade or apply tack coat to surfaces receiving HMA.

#### **7.6.1.1 Subgrade**

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

#### **7.6.1.2 Tack Coat**

Apply tack coat:

1. To existing pavement, including planed surfaces
2. Between HMA layers
3. To vertical surfaces of:
  - 3.1. Curbs
  - 3.2. Gutters
  - 3.3. Construction joints

Before placing HMA, apply tack coat in 1 application. The application rate must be the minimum residual rate specified for the underlying surface conditions shown in the following tables:

### Tack Coat Application Rates for HMA Type A

HMA overlay over:	Minimum residual rates (gal/sq yd)		
	CSS1/CSS1h, SS1/SS1h and QS1h/CQS1h asphaltic emulsion	CRS1/CRS2, RS1/RS2 and QS1/CQS1 asphaltic emulsion	Asphalt binder and PMRS2/PMCRS2 and PMRS2h/PMCRS2h asphaltic emulsion
New HMA (between layers)	0.02	0.03	0.02
PCC and existing HMA (AC) surfaces	0.03	0.04	0.03
Planed PCC and HMA (AC) surfaces	0.05	0.06	0.04

For vertical surfaces, apply a residual tack coat rate that will thoroughly coat the vertical face without running off.

If you request and if authorized, you may:

1. Change tack coat rates
2. Omit tack coat between layers of new HMA during the same work shift if:
  - 2.1. No dust, dirt, or extraneous material is present
  - 2.2. Surface is at least 140 degrees F

Immediately in advance of placing HMA, apply additional tack coat to damaged areas or where loose or extraneous material is removed.

Close areas receiving tack coat to traffic. Do not track tack coat onto pavement surfaces beyond the job site.

Asphalt binder tack coat must be from 285 to 350 degrees F when applied.

#### 7.6.2 Longitudinal Joints

Longitudinal joints in the top layer must match specified lane edges. Alternate the longitudinal joint offsets in the lower layers at least 0.5 foot from each side of the specified lane edges. You may request other longitudinal joint placement patterns.

A vertical longitudinal joint of more than 0.15 ft is not allowed at any time between adjacent lanes open to traffic.

Place HMA on adjacent traveled way lanes so that at the end of each work shift the distance between the ends of HMA layers on adjacent lanes is from 5 to 10 feet. Place additional HMA along the transverse edge at each lane's end and along the exposed longitudinal edges between adjacent lanes. Hand rake and compact the additional HMA to form temporary conforms. You may place Kraft paper or another authorized bond breaker under the conform tapers to facilitate the taper removal when paving operations resume.

Pave shoulders and median borders adjacent to the lane before opening a lane to traffic.

### **7.6.3 Spreading and Compacting**

Paving equipment for spreading must be:

1. Self-propelled
2. Mechanical
3. Equipped with a screed or strike-off assembly that can distribute HMA the full width of a traffic lane
4. Equipped with a full-width compacting device
5. Equipped with automatic screed controls and sensing devices that control the thickness, longitudinal grade, and transverse screed slope

Install and maintain grade and slope references.

The screed must produce a uniform HMA surface texture without tearing, shoving, or gouging.

The paver must not leave marks such as ridges and indentations, unless you can eliminate them by rolling.

Rollers must be equipped with a system that prevents HMA from sticking to the wheels. You may use a parting agent that does not damage the HMA or impede the bonding of layers.

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

Each paver spreading HMA Type A must be followed by 3 rollers as follows:

1. One vibratory roller specifically designed to compact HMA. The roller must be capable of at least 2,500 vibrations per minute and must be equipped with amplitude and frequency controls. The roller's gross static weight must be at least 7.5 tons.
2. One oscillating type pneumatic-tired roller at least 4 feet wide. Pneumatic tires must be of equal size, diameter, type, and ply. The tires must be inflated to 60 psi minimum and maintained so that the air pressure does not vary more than 5 psi.
3. One steel-tired, 2-axle tandem roller. The roller's gross static weight must be at least 7.5 tons.

Each roller must have a separate operator. Rollers must be self-propelled and reversible.

### **7.7 Transporting, Spreading, and Compacting**

Pave HMA in maximum 0.25-foot thick and minimum 0.15-foot thick compacted layers.

If the surface to be paved is both in sunlight and shade, pavement surface temperatures must be taken in the shade.

Spread HMA Type A at the atmospheric and surface temperatures shown in the following table:

**Minimum Atmospheric and Surface Temperatures**

Compacted layer thickness, feet	Minimum Atmospheric and Surface Temperatures			
	Atmospheric, °F		Surface, °F	
	Unmodified asphalt binder	Modified asphalt binder <sup>a</sup>	Unmodified asphalt binder	Modified asphalt binder <sup>a</sup>
< 0.15	55	50	60	55
0.15–0.25	45	45	50	50

<sup>a</sup> Except asphalt rubber binder.

If the asphalt binder for HMA Type A and Type B is unmodified asphalt binder, complete:

1. First coverage of breakdown compaction before the surface temperature drops below 250 degrees F
2. Breakdown and intermediate compaction before the surface temperature drops below 200 degrees F
3. Finish compaction before the surface temperature drops below 150 degrees F

If the asphalt binder for HMA Type A and Type B is modified asphalt binder, complete:

1. First coverage of breakdown compaction before the surface temperature drops below 240 degrees F
2. Breakdown and intermediate compaction before the surface temperature drops below 180 degrees F
3. Finish compaction before the surface temperature drops below 140 degrees F

HMA compaction coverage is the number of passes needed to cover the paving width. A pass is 1 roller's movement parallel to the paving in either direction. Overlapping passes are part of the coverage being made and are not a subsequent coverage. Do not start a coverage until completing the prior coverage.

Start rolling at the lower edge and progress toward the highest part.

Perform breakdown compaction of each layer of HMA Type A with 3 coverages using a vibratory roller. The speed of the vibratory roller in miles per hour must not exceed the vibrations per minute divided by 1,000. If the thickness of the HMA layer is less than 0.08 foot, turn the vibrator off. The Engineer may order fewer coverages if the thickness of the HMA layer is less than 0.15 foot.

Perform intermediate compaction of each layer of HMA Type A with 3 coverages using a pneumatic-tired roller at a speed not exceeding 5 mph.

Perform finish compaction of HMA Type A with 1 coverage using a steel-tired roller.

**7.7.1 Smoothness - Straightedge**

The top layer of HMA pavement must not vary from the lower edge of a 12-foot straightedge:

1. More than 0.01 foot when the straightedge is laid parallel with the centerline

2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

### **7.7.2 Acceptance Criteria**

The County samples materials for testing under California Test 125 and the applicable test method, except samples may be taken:

1. At the plant from a truck or an automatic sampling device
2. From the mat behind the paver

If you request, the Department splits samples and provides you with a part.  
HMA acceptance is based on:

1. Authorized JMF
2. Compliance with the HMA acceptance (table below)
3. Visual inspection

### **7.7.3 Dispute Resolution**

Work with the County to avoid potential conflicts and to resolve disputes regarding test result discrepancies. Notify the Engineer within 5 business days of receiving a test result if you dispute the test result.

If you or the County dispute each other's test results, submit quality control test results and copies of paperwork including worksheets used to determine the disputed test results. An independent third party performs referee testing. Before the independent third party participates in a dispute resolution, the party must be accredited under the Department's Independent Assurance Program. The independent third party must be independent of the project. By mutual agreement, the independent third party is chosen from:

1. Caltrans laboratory
2. Caltrans laboratory in a district or region not in the district or region the project is located
3. Laboratory not currently employed by you or your HMA producer

If split quality control or acceptance samples are not available, the independent third party uses any available material representing the disputed HMA for evaluation.

The County samples for acceptance testing and tests for the quality characteristics shown in the following table:

Quality Characteristic	Test Method	HMA Type A
Aggregate gradation <sup>a</sup>	California Test 202	JMF ± tolerance <sup>b</sup>
Sand equivalent (min) <sup>c</sup>	California Test 217	47
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40
HMA moisture content (% max)	California Test 226 or 370	1.0
Stabilometer value (min) <sup>c</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30 37
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90 75 70
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12 45
Air void content (%) <sup>c, d</sup>	California Test 367	4 ± 2
Fine aggregate angularity (% min) <sup>c</sup>	California Test 234	45
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only
Voids filled with asphalt (%) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0
Voids in mineral aggregate (% min) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0 15.0 14.0 13.0
Dust proportion <sup>f</sup> No. 4 and 3/8" gradings	California Test 367	0.6–1.2

1/2" and 3/4" gradings		0.6–1.2
Moisture susceptibility (minimum dry strength, psi) <sup>g</sup>	California Test 371	120
Moisture susceptibility (tensile strength ration, %) <sup>g</sup>	California Test 371	70
Smoothness	Section 39-1.12	12-foot straight-edge and must- grind
Asphalt binder	Various	Section 92
Asphalt rubber binder	Various	--
Asphalt modifier	Various	--
CRM	Various	--

a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

b The tolerances must comply with the allowable tolerances in section 39-1.02E.

c The Engineer reports the average of 3 tests from a single split sample.

d The Engineer determines the bulk specific gravity of each lab-compacted briquette under California Test 308, Method A, and theoretical maximum specific gravity under California Test 309.

e The Engineer waives this specification if HMA contains 10 percent or less of non-manufactured sand by weight of total aggregate. Manufactured sand is fine aggregate produced by crushing rock or gravel.

f Report only.

g Applies to RAP substitution rate greater than 15 percent.

No single test result may represent more than 750 tons or 1 day's production, whichever is less.

For any single quality characteristic except smoothness, if 2 consecutive acceptance test results do not comply with the specifications:

1. Stop production.
2. Take corrective action.
3. Take samples and split each sample into 4 parts in the Engineer's presence. Test 1 part for compliance with the specifications and submit 3 parts to the Engineer. The Department tests 1 part for compliance with the specifications and reserves and stores 2 parts.
4. Demonstrate compliance with the specifications before resuming production and placement.

## 7.8 Payment

The weight of each HMA mixture designated in the bid item list must be the combined mixture weight.

If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.

3. Each truckload's zero tolerance weight is printed before weighing the 1st batch and after weighing the last batch.
4. Time, date, mix number, load number, and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity.

If the dispute resolution independent third party determines the Department's test results are correct, the Engineer deducts the independent third party's testing costs from payments. If the independent third party determines your test results are correct, the Department pays the independent third party's testing costs.

Full compensation for all work associated with HMA, including furnishing, placing, testing, etc., is provided for under the bid item for Hot Mix Asphalt (Type A).

### **7.9 – Mobilization**

Payment for mobilization is included in the various items of work and no additional compensation will be allowed.



EXHIBIT C

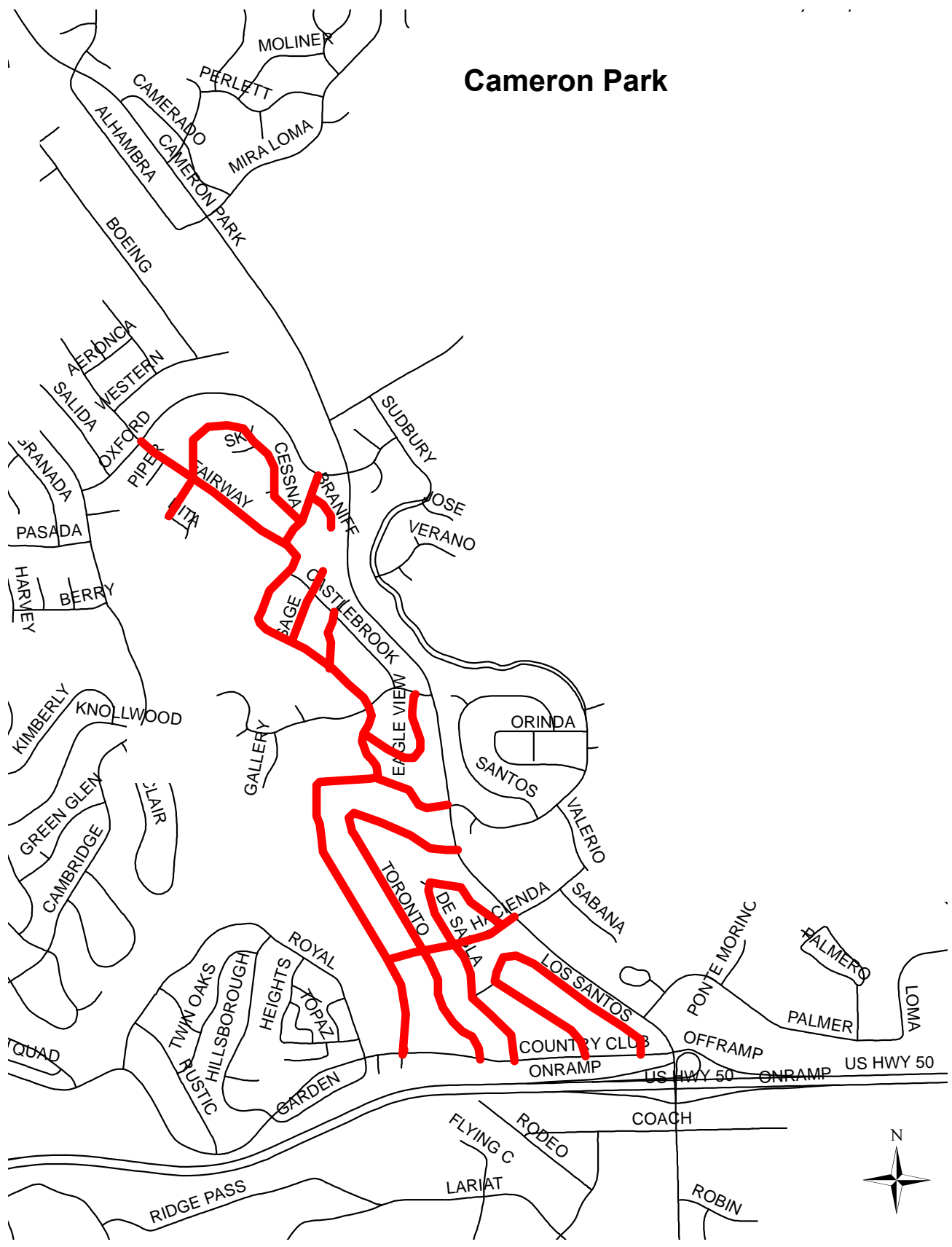
2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT NO. 4674

CONTRACTOR'S BID AND BID PRICE SCHEDULE

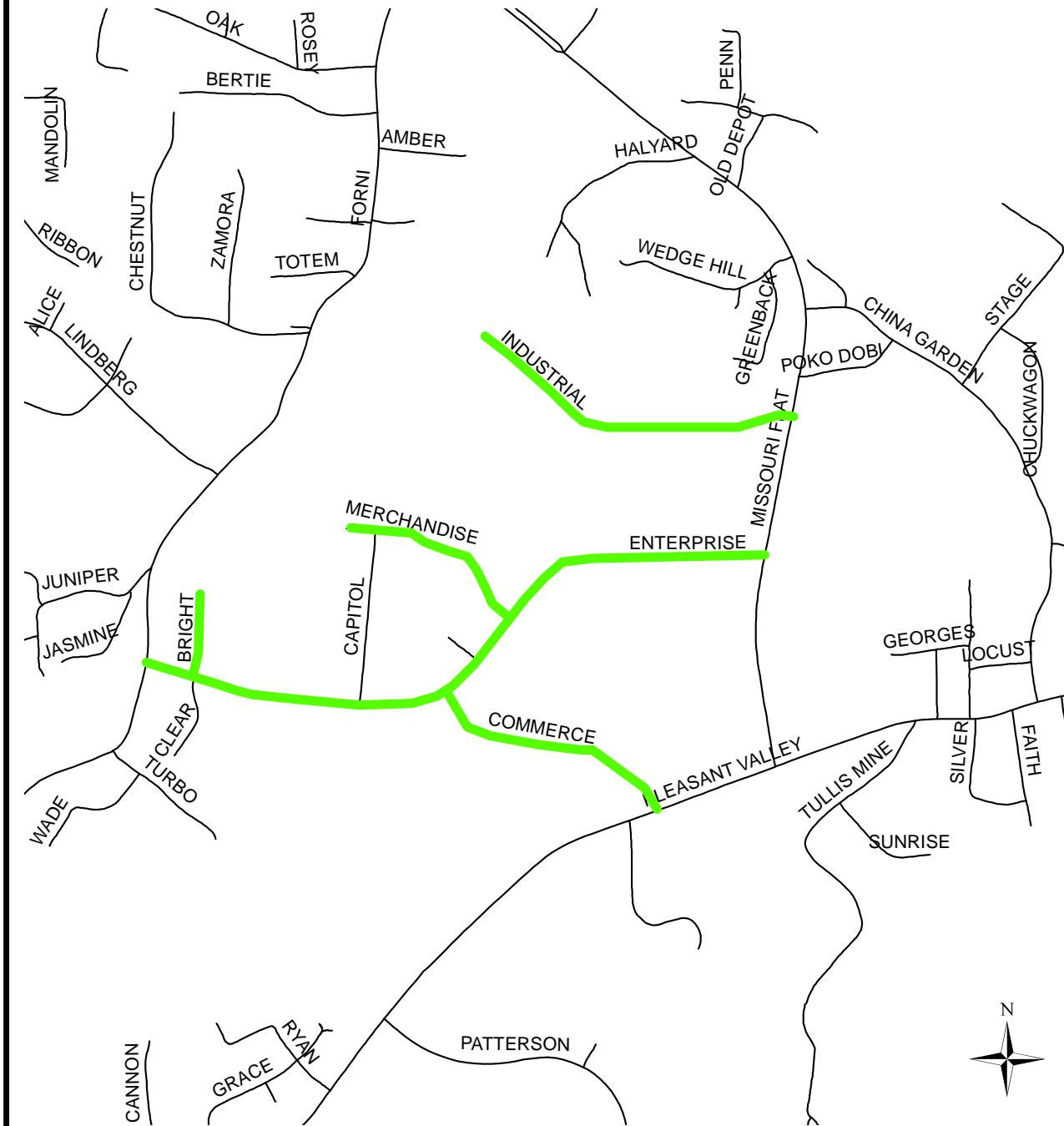
NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	120100	TRAFFIC CONTROL SYSTEM	LS	1		
2	130100	JOB SITE MANAGEMENT	LS	1		
3	390132	HOT MIX ASPHALT (TYPE A)	TON	12,186.50		
4	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	801,195.50		
<b>TOTAL BID</b>						

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)

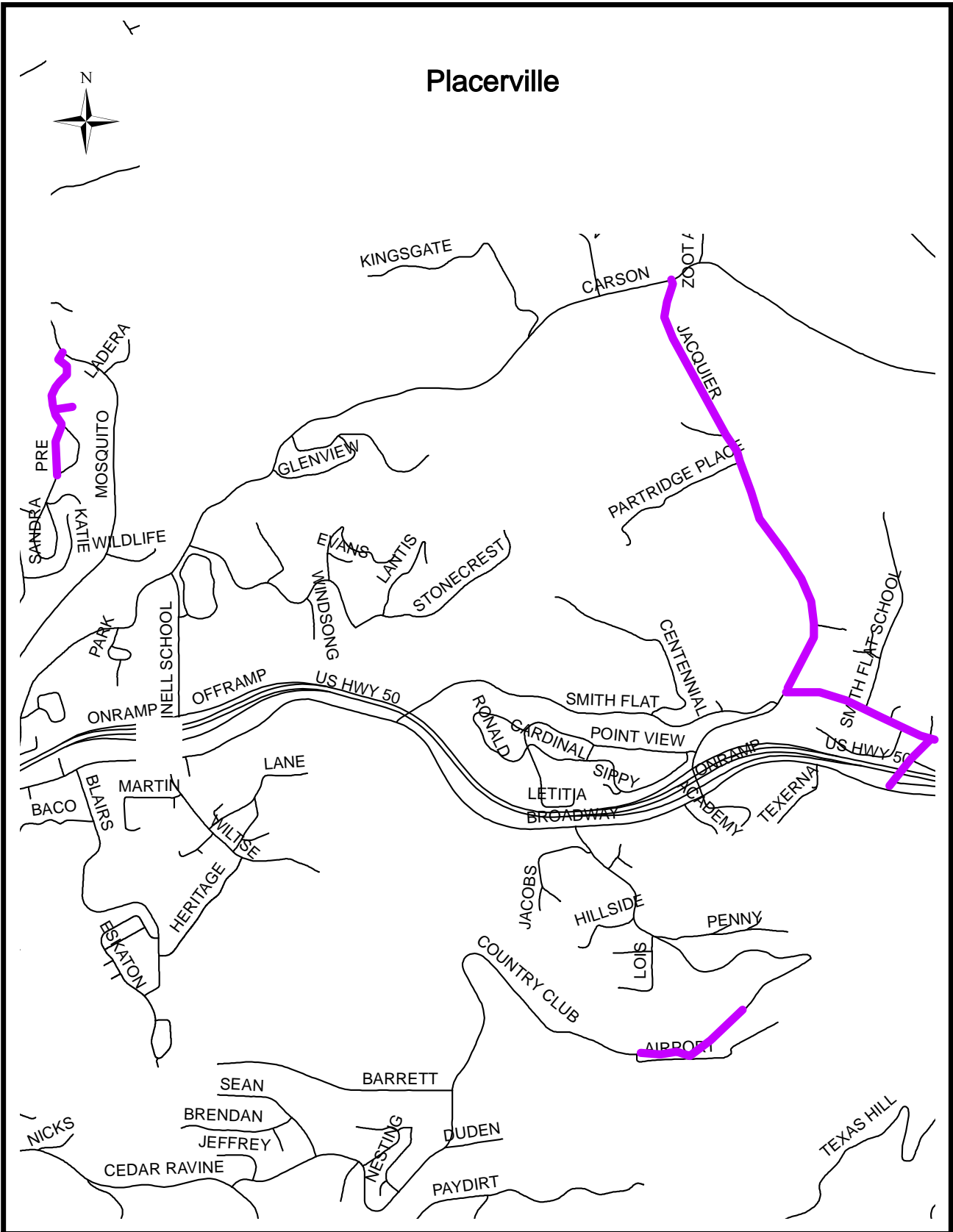
# Cameron Park



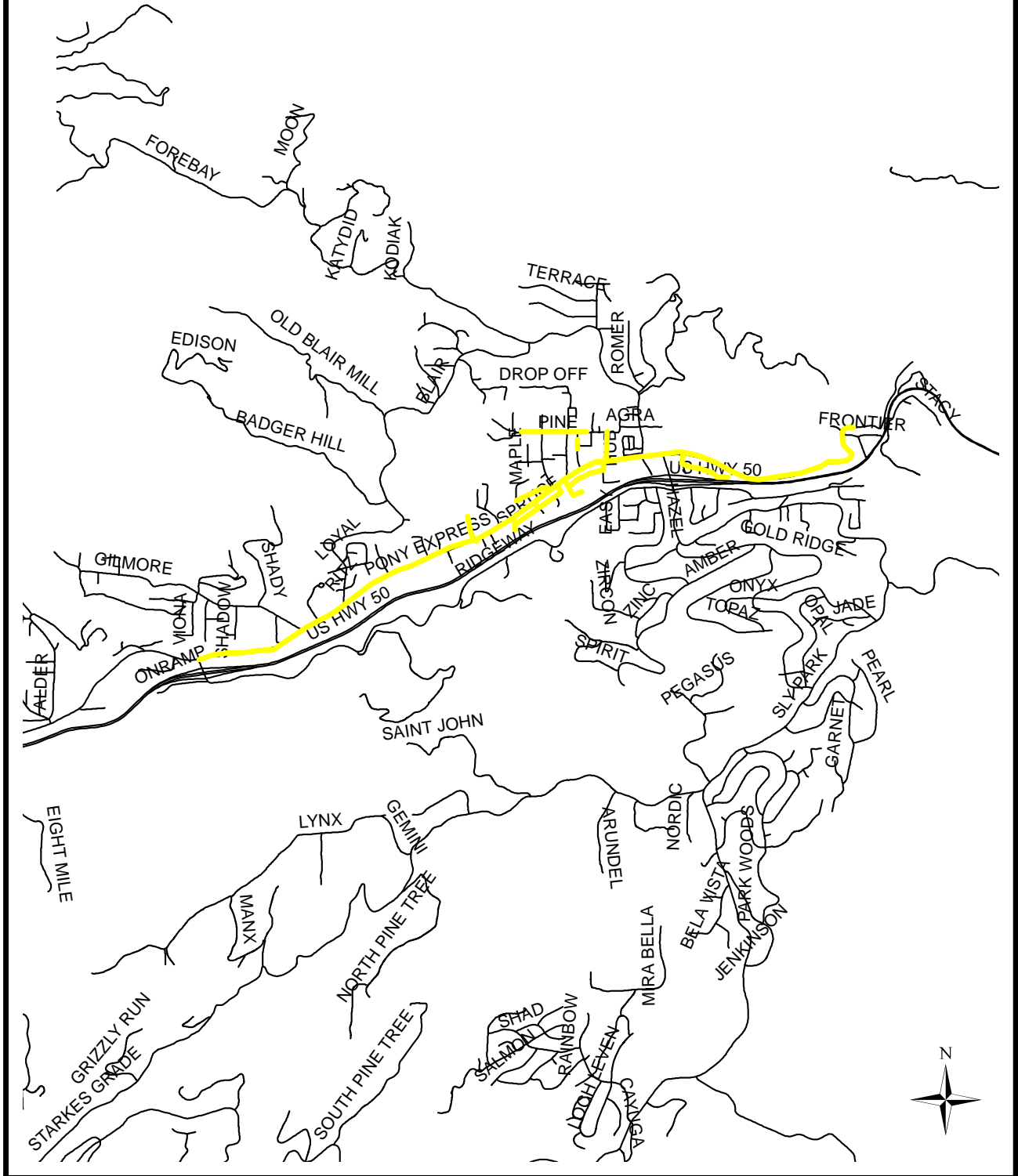
# Diamond Springs



# Placerville



# Pollock Pines



COMPLETING BID IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE MAY BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

## PROPOSAL

**(to be submitted with Bidder's Security)**

**TO: COUNTY OF EL DORADO,  
STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION,**

for the

**2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT No. – 4674**

NAME OF BIDDER \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHYSICAL ADDRESS \_\_\_\_\_

*(Please include even if Mailing Address used)*

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO:      AREA CODE (      ) \_\_\_\_\_

FAX NO:              AREA CODE (      ) \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

The project is located in various areas of El Dorado County, CA. The Work to be done is shown in Exhibits A through C in accordance with these Contract Documents. The Contract Documents consist of: (a) the Notice to Bidders; (b) the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, the Contract which includes this Agreement with all Exhibits thereto, including, the Bidders' Bond, Performance Bond, and Payment Bond; (c) the State of California Department of Transportation (Caltrans) Standard Plans 2015, and Standard Specifications 2015, Revised Standard Specifications dated 9/2/2016, the Manual of Uniform Traffic Control Devices (MUTCD), and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; (d) all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; (e) the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by Caltrans to be in effect on the date

the Work is accomplished; (f) executed Certificate of Insurance forms; (g) an executed Department of the Treasury Internal Revenue Service Form W-9 or County Payee Data Record Form, whichever is applicable; (h) all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other contract document, this Agreement shall take precedence. In case of conflict between any contract documents other than this Agreement, the documents shall take precedence in the order identified above, beginning with (a) and ending with (h). The Project Plans and Contract Documents for the work to be done are entitled:

**2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT NO. – 4674**

Bids are to be submitted for the entire work.

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

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

- (a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;
- (b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Community Development Services, Transportation Division's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder fails to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado and in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its sole option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed work, the annexed proposed form of Contract, therein referred to; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County of El Dorado, in the form of the copy of the Draft Agreement annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Agreement, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE  
2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT NO. – 4674**

<b>ITEM NO.</b>	<b>ITEM CODE</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT OF MEASURE</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE (IN FIGURES)</b>	<b>ITEM TOTAL (IN FIGURES)</b>
1	120100	TRAFFIC CONTROL SYSTEM	LS	1		
2	130100	JOB SITE MANAGEMENT	LS	1		
3	390132	HOT MIX ASPHALT (TYPE A)	TON	12,186.50		
4	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	801,195.50		
<b>TOTAL BID</b>						

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)



## SUBCONTRACTOR LIST

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in excess of 0.5% of the total bid or \$10,000.00 whichever is greater, in accordance with the Public Contract Code commencing with Section 4100 and as required by the Contract Documents. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

Firm Name Address City, State, Zip Code	Phone Fax	License No. DIR No.	Bid Item Number Bid Item Description	Percentage of Each Bid Item Subcontracted
<i>Name</i>	<i>Phone</i>	<i>License No.</i>		
<i>Address</i>		<i>DIR No.</i>		
<i>City, State, Zip Code</i>				
	<i>Fax</i>			
<i>Name</i>	<i>Phone</i>	<i>License No.</i>		
<i>Address</i>		<i>DIR No.</i>		
<i>City, State, Zip Code</i>				
	<i>Fax</i>			
<i>Name</i>	<i>Phone</i>	<i>License No.</i>		
<i>Address</i>		<i>DIR No.</i>		
<i>City, State, Zip Code</i>				
	<i>Fax</i>			

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_\_, has not \_\_\_\_\_ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

**Note:** The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

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

Yes \_\_\_\_\_ No \_\_\_\_\_

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

## Public Contract Code Section 10232 Statement

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

**Note:** The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.  
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **NONCOLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

In conformance with Title 23 United States Code Section 112 and Public Contract Code Section 7106 the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

### **NOTE:**

The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

# IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: i) I am duly authorized to execute this certification on behalf of Bidder; and ii) the option checked below relating to my status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The County has exempted Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Agreement.

The amount of the contract payable to Bidder for the work does not exceed \$1,000,000.

Signed \_\_\_\_\_

Titled \_\_\_\_\_

Firm \_\_\_\_\_

Date \_\_\_\_\_

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three years.

YEAR

# Withholding Exemption Certificate

CALIFORNIA  
FORM

20[ ]

(This form can be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

590

<b>File this form with your withholding agent.</b> (Please type or print)		Withholding agent's name	
Vendor/Payee's name		Vendor/payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN	<input type="checkbox"/> Social Security number
Vendor/Payee's Address ( Number and Street)		APT no.	Vendor/Payee's daytime telephone no. (    )
City	State	ZIP Code	

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

**Individuals – Certification of Residency**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

**Corporations:**

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

**Partnerships:**

The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership is treated like any other partnership.

**Limited Liability Companies (LLC):**

The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.

**Tax-Exempt Entities:**

The above-named entity is exempt from tax under California R&TC Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.  
Note: Individuals cannot be tax-exempt entities.

**Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

**California Irrevocable Trusts:**

At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.

**Estates – Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) \_\_\_\_\_

Vendor/Payee's signature ► \_\_\_\_\_

Date \_\_\_\_\_

# Instructions for Form 590

## Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

**Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.**

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

#### B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

#### C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It cannot be completed by the performing entity's agent or other third party.

**Note:** The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or more of the grantors is a nonresident, withhold

ng is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals— Certification of Residency."

#### D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of

\$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

#### E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

#### F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

**Note:** If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and

sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Withholding Services and Compliance Section. See General Information G.

The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement.

#### G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at:

[www.ftb.ca.gov](http://www.ftb.ca.gov)

To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION FRANCHISE  
TAX BOARD  
PO BOX 942867  
SACRAMENTO CA 94267-0651  
Telephone: (888) 792-4900  
(916) 845-4900 (not toll-free)  
FAX: (916) 845-9512

#### Assistance for persons with disabilities:

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

#### Asistencia bilingüe en español

Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.



# County of El Dorado

JOE HARN, CPA  
Auditor- Controller

## OFFICE OF AUDITOR- CONTROLLER

360 FAIR LANE  
PLACERVILLE, CALIFORNIA 95667  
Phone: (530) 621-5487 FAX: (530) 295-2535

BOB TOSCANO  
Assistant Auditor-Controller

### PAYEE DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado) Version: April 2014

<b>PAYEE DATA RECORD</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).		
<b>NAME AND ADDRESS</b>	Name (as shown on your income tax return)		
	Business name/Doing business as/Disregarded entity name, if different from above		
	Physical address (number, street, and apt. or suite)		Remittance address (if different than physical)
	City, state, zip code		City, state, zip code
	Phone number	Fax number (optional)	Email (optional)
<b>FEDERAL TAX CLASSIFICATION &amp; EXEMPTIONS</b>	<b>Check appropriate federal tax classification</b>		
	<input type="radio"/> Individual / sole proprietor <input type="radio"/> Partnership <input type="radio"/> Trust / estate <input type="radio"/> Other (see instructions) ▶ _____ <input type="radio"/> C Corporation <input type="radio"/> S Corporation    If you are a corporation, do you provide legal or medical services? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)		
	<b>NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.</b>		
	Exempt payee code (if any) – see instructions _____		Exemption from FATCA reporting code (if any) – see instructions _____
<b>TAX IDENTIFICATION NUMBER</b>	<b>Tax Identification number (TIN)</b>		
	Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.		
<b>RESIDENCY STATUS</b>	<b>Check appropriate box for residency status</b> <input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590) <input type="radio"/> California nonresident (see instructions) <b>NOTE:</b> Payments to California nonresidents for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.		
	<input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable) <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)		
	California sales tax permit number (required only for California nonresident vendors that charge California sales tax)		
<b>CERTIFICATION</b>	<b>Under penalties of perjury, I certify that:</b> 1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) <b>and</b> 2) I am not subject to backup withholding <b>and</b> 3) I am a U.S. citizen or other U.S. person <b>and</b> 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct		
	Authorized Payee Representative's Name (Type or Print)		Title
	Signature	Date	Telephone
	Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.		
<b>RETURN FORM TO</b>	Please return completed form to:		
	Department/office:	Department of Transportation	
	Mailing address:	2850 Fairlane Court, Placerville, California 95667	
	Phone:	530.621.5311	Fax:
		Email:	Brian.franklin@edcgov.us



PAYEE DATA RECORD	A completed Payee Data Record is required for payments to all entities and will be kept on file at the County of El Dorado Auditor-Controller's Office. Payees who do not wish to complete the Payee Data Record may elect to not do business with the County of El Dorado. If the payee does not complete the form and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding, California backup withholding and California nonresident withholding.
FEDERAL TAX CLASSIFICATION	<p>Check the applicable federal tax classification. Note that if an LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.</p> <p><b>Individual:</b> Enter the name shown on your income tax return. If the account is in joint names, list first, and then circle, the name of the person or entity whose SSN you entered on the form.</p> <p><b>Sole proprietor:</b> Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p><b>Partnership, C Corporation, or S Corporation:</b> Enter the entity's name on the "Name" line and any business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p><b>Disregarded entity:</b> Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, partnership, C corporation, S corporation, trust/estate).</p> <p><b>Limited liability company (LLC):</b> If the person identified on the "Name" line is an LLC, check the "Limited Liability Company" box only and enter the appropriate code for the U.S. federal tax classification.</p> <p><b>Other entities:</b> Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade or DBA name on the "Business name/Doing business as/Disregarded entity name" line.</p>
EXEMPTIONS	<p><b>Exemptions:</b> If you are exempt from backup withholding and/or FATCA reporting, enter in the exemptions box any code(s) that may apply to you. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. The following codes identify payees that are exempt from backup withholding: <b>1</b> – an organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2); <b>2</b> – The United States or any of its agencies or instrumentalities; <b>3</b> – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; <b>4</b> – A foreign government or any of its political subdivisions, agencies, or instrumentalities; <b>5</b> – A corporation; <b>6</b> – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States; <b>7</b> – A futures commission merchant registered with the Commodity Futures Trading Commission; <b>8</b> – A real estate investment fund; <b>9</b> – An entity registered at all times during the tax year under the Investment Company Act of 1940; <b>10</b> – A common trust fund operated by a bank under section 584(a); <b>11</b> – A financial institution; <b>12</b> – A middleman known in the investment community as a nominee or custodian; <b>13</b> – A trust exempt from tax under section 664 or described in section 4947.</p> <p><b>Exemption from FATCA reporting:</b> The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. <b>A</b>—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); <b>B</b>—The United States or any of its agencies or instrumentalities; <b>C</b>—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; <b>D</b>—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); <b>E</b>—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); <b>F</b>—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.</p>
TAX IDENTIFICATION NUMBER	<p>Enter your tax identification number (TIN) in the appropriate box. If you are a single member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. <b>The TIN for individuals and sole proprietors is the Social Security Number (SSN).</b> Sole proprietors may provide their EIN in addition to but not instead of a SSN.</p> <p>The County of El Dorado requires that all parties entering into business transactions that may lead to payment(s) from the County provide their Taxpayer Identification Number (TIN). The TIN is also required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p>
RESIDENCY STATUS	<p><b>Are you a California resident or nonresident?</b></p> <p>A <b>corporation</b> will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A <b>partnership</b> is considered a resident partnership if it has a permanent place of business in California. An <b>estate</b> is a resident if the decedent was a California resident at time of death. A <b>trust</b> is a resident if at least one trustee is a California resident. For <b>individuals and sole proprietors</b>, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p><b>Payments to all nonresidents may be subject to withholding.</b> Nonresident payees performing services in California or receiving certain rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year or if payment is for product. Nonresidents who have been granted a waiver on payments of California source income from the California Franchise Tax Board must submit a copy of the waiver. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="text-align: center;">Withholding Services and Compliance Section: 1-888-792-4900      Email Address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>  For hearing impaired with TTD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p> <p>California nonresidents charging California sales tax are required to provide their California sales tax number.</p>
CERTIFICATION	<p>Provide the name, title, signature, and telephone number of the authorized individual completing this form. Provide the date the form was completed.</p> <p><b>NOTE:</b> You must cross out item 2 in the certification block if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.</p>

Accompanying this proposal is \_\_\_\_\_  
(NOTICE: INSERT THE WORDS "CASH(\$\_\_\_)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

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

**The names of all persons interested in the forgoing Proposal as principals are as follows:**

**IMPORTANT NOTICE:** If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Licensed in accordance with an act providing for the registration of Contractors,

License No. \_\_\_\_\_ Classification(s) \_\_\_\_\_

**(A Copy of the afore-referenced license must be attached hereto.)**

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) \_\_\_\_\_

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112, Iran Contracting Act Certification, "Opt Out of Payment Adjustments for Price Index Fluctuations," Public Contract Code Section 7106, California Form 590, Payee Data Record Form if elected, are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

at \_\_\_\_\_ County, State of \_\_\_\_\_



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Title of Bidder \_\_\_\_\_

Name of Firm \_\_\_\_\_

**END OF PROPOSAL**

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

**KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE \_\_\_\_\_**

\_\_\_\_\_, as

**PRINCIPAL**, and \_\_\_\_\_

as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

**TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID PRICE**

**THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:**

**WHEREAS**, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the

**2020 VARIOUS WEST SLOPE PAVEMENT REHABILITATION PROJECTS  
CONTRACT No. 4674**

**NOW, THEREFORE**, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

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

**IN WITNESS WHEREOF**, we have set our hands and seals on this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_

Bond No. \_\_\_\_\_

(seal) \_\_\_\_\_  
Principal

(seal) \_\_\_\_\_  
Surety

Address: \_\_\_\_\_  
\_\_\_\_\_

(NOTE: Signature of those executing for the Surety shall be properly acknowledged, and accompanied by a Certificate of Acknowledgment.)

# SURETY

## ACKNOWLEDGMENT

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

State of California

County of \_\_\_\_\_

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

personally appeared \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ ,

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)