

**COUNTY OF EL DORADO  
DEPARTMENT OF GENERAL SERVICES**



**BID DOCUMENTS FOR**

**EL DORADO TRAIL EASTERN EXTENSION  
PARKWAY DRIVE TO LOS TRAMPAS DRIVE**

**PROJECT #'s 04-05, 04-06A, 04-06B, 07-05  
BID #GS 07-001**

**BIDS DUE: MONDAY, JUNE 4, 2007  
NO LATER THAN 2:00 P.M.**

**AT: CHIEF ADMINISTRATIVE OFFICER  
PROCUREMENT & CONTRACTS DIVISION  
330 FAIR LANE (PHYSICAL ADDRESS)  
360 FAIR LANE (MAILING ADDRESS)  
PLACERVILLE, CA 95667**

**APPROVED:**

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**Helen K. Baumann, Chairman  
Board of Supervisors**

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**Laura S. Gill  
Acting Director of General Services**

**EL DORADO TRAIL EASTERN EXTENSION  
PARKWAY DRIVE TO LOS TRAMPAS DRIVE**

**COUNTY PROJECT #'s 04-05, 04-06A, 04-06B, 07-05  
BID #GS 07-001**

**FOR:  
COUNTY OF EL DORADO  
DEPARTMENT OF GENERAL SERVICES  
330 FAIR LANE (PHYSICAL ADDRESS)  
360 FAIR LANE (MAILING ADDRESS)  
PLACERVILLE, CA 95667**



**ENGINEER OF RECORD**

**DOKKEN ENGINEERING  
550 MAIN STREET, SUITE D-1  
PLACERVILLE, CA 95667**

*IMPORTANT!! Please read carefully*

**EL DORADO COUNTY GENERAL SERVICES DEPARTMENT**  
**BID CHECK LIST**

**DO NOT DETACH THE DOCUMENTS IN THIS BOOK.  
BID MUST BE RETURNED AS A COMPLETE BOOK.**

The following items/pages must be completed in black ink.

- Proposal, Page 1
- Proposal, Page 3
- Proposal, Page 4
- Proposal, Page 5
- Proposal, Page 6
- Proposal, Page 7
- Proposal, Page 8 (Including a copy of your license)
- Proposal, Page 9
- Bidder's Bond – Attach the bond, signed by all parties, to the copy of the book.

Awarded bidder will receive clean copies of the bid book when the contract is awarded.

**EL DORADO COUNTY  
GENERAL SERVICES DEPARTMENT**

**EL DORADO TRAIL EASTERN EXTENSION  
PARKWAY DRIVE TO LOS TRAMPAS DRIVE**

**PROJECT #'s 04-05, 04-06A, 04-06B, 07-05  
BID # GS 07-001**

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## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the County of El Dorado will receive sealed bids in accordance with the provisions of the Public Contract Code from contractors licensed for the furnishing of all labor, materials, equipment, transportation and services for the performance of the following Work:

**Provide all materials, equipment, and labor required for the construction of a Class I Bike Path on the El Dorado Trail within the old Michigan-California railroad right-of-way located between Parkway Drive and Los Trampas Drive in El Dorado County** in accordance with the Contract, Plans and these Specifications (Contract Documents) therefore on file in the office of the General Services Department, Airports, Parks, and Grounds Division, located at 3000 Fairlane Court, Suite 1, Placerville, CA 95667.

The Work includes, but is not limited to: preparation and implementation of a stormwater prevention plan, clearing and grubbing, excavation, placement of rock slope protection, drainage improvements, construction of an A.C. pathway, installation of barrier posts, fencing, cable railing, signing and striping, Project #' s 04-05, 04-06A, 04-06B, 07-05. Due to provisions set forth in the State of California, Department of Fish and Game Streambed Alteration Agreement, **the time period for construction shall be restricted to periods of low flow and dry weather and shall be confined to the period of August 1, 2007, to October 15, 2007.**

Plans and Specifications for the work may be examined, and may be obtained at the office of the General Services Department, Airports, Parks, and Grounds Division, or they will be mailed upon request. A \$30.00 fee will be charged for each set of Plans and Specifications obtained, and this fee is **non-refundable. Bid books will not be returned to the contractors, but will remain on file with the Department of General Services.**

### **SEALED BIDS:**

Sealed bids on the above project shall be filed with the Chief Administrative Office, Procurement and Contracts Division, located at 330 Fair Lane, Placerville, CA 95667, on or before 2:00 p.m. on Monday, June 4, 2007. All bids must be marked clearly on the envelope: **"El Dorado County El Dorado Trail Eastern Extension, Parkway Drive to Los Trampas Drive: Project #' s 04-05, 04-06A, 04-06B, 07-05, Bid #GS 07-001 to be opened at 2:00 p.m., Monday, June 4, 2007."** Said bids will be opened in public at 2:00 p.m. of said day in the conference room at Procurement and Contracts Division, 330 Fair Lane, Placerville, CA. Bids shall be submitted only on forms provided therefore in the Contract Documents, and shall be accompanied by all documents and information required to be submitted by the Instructions to Bidders and by law. 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 forty-five (45) calendar days.

### **CONTRACTOR'S LICENSE REQUIRED:**

The Board will not consider or accept any bids from contractors who are not licensed to do business in the State of California. Contractor warrants and represents that he/she holds a

valid California license pursuant to the State Contractors License Act [Business and Professions Code Section 7000, et seq.] as required by the categories and type of Work to be performed and that his/her license is in good standing. Copies of the Contractor's State Contractor license(s) must be provided.

**REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:**

Each proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of 1/2 of one percent of his total Bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 through 4113 inclusive of the Public Contract Code. The Bidder's attention is directed to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

**BID EXAMINATION AND PREPARATION:**

The Bidder shall carefully examine the Contract Documents, including the Plans and Specifications and satisfy the Bidder as to their sufficiency, and shall not at any time after submission of the Bid, dispute or complain of such Plans or Specifications nor assert that there is any misunderstanding in regard to the location, extent or nature or amount of work to be performed in accordance thereto. Should a Bidder find conflicts, errors, ambiguities, discrepancies or omissions in the Contract Documents, including Plans and Specifications, the Bidder shall notify the Project Administrator in writing, prior to the bid deadline.

The Bid shall have all items filled in and the signatures of all persons signing the Bid shall be in long-hand. Mistakes must be corrected and the correction inserted and initialed in ink by the person signing the Bid. Erasures and/or correction fluid are NOT acceptable. Changes must be lined out and corrections inserted adjacent and initialed by the bidder's authorized representative. No proposal will be considered which makes exceptions, changes or reservations to the Plans and Specifications.

**NON-COLLUSION AFFIDAVIT:**

Bidders shall include with their bids a signed affidavit stating that their bid is not a sham or a collusive bid. The affidavit is to be signed exactly as worded, no alternate wording will be accepted. The affidavit is included with the proposal.

**BONDS AND INSURANCE REQUIRED:**

A bid security shall be provided with each Bid. Bid security shall be in an amount of not less than ten percent of the total amount of the Bid and shall 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 in the form provided in the Proposal section of these Contract Documents. The Bidder to whom award is made shall provide Certificates of

Insurance as required in Article 8 of the Specifications, and shall complete and submit the Performance Bond and Payment Bond forms contained in the Contract Documents.

**SUBSTITUTION OF SECURITIES:**

Bidders are hereby put on notice that the successful bidder may substitute securities for any monies withheld by County of El Dorado to insure performance of the Contract pursuant to Public Contract Code Section 22300. This section provides that the Contractor may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention from any portion of the payment by the County of El Dorado, by depositing eligible securities of equivalent value with the County of El Dorado or qualified escrow agent in accordance with the provisions of Public Contract Code Section 22300. Eligible securities shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit from a qualified institution. Any such escrow agreement shall follow the form set forth in Public Contract Code Section 22300(f).

**PREVAILING WAGE PROVISION:**

- a. Pursuant to Labor Code Section 1770 et seq., 1773, 1773.1, 1773.2, 1773.6, 1773.7, and 1720 each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics. Interested parties may obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, or at [www.dir.ca.gov/dlsr/pwd](http://www.dir.ca.gov/dlsr/pwd).
- b. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
- c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
- d. Pursuant to Labor Code Section 1775, the contractor as a penalty to the owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor. NOTE: an error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor

Code Sections 1770-1775.

- e. Copies of the applicable prevailing wage rates are on file with the County of El Dorado, Director of General Services, in the Airports, Parks, and Grounds Division at 3000 Fairlane Court, Suite 1, Placerville, CA, 95667, and shall be available upon request.

All contractors and subcontractors are subject to the provisions of Sections 1810 through 1814 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

**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, or to waive any informality (non-responsiveness) in any 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.

If this Contract is to be awarded, the Notice of Award shall be issued to the lowest responsible, responsive bidder within sixty (60) days following the bid opening.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance within ten (10) working days of award of bid and prior to execution of the Agreement by the County. Failure to meet this requirement shall constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be considered to the next lowest responsible Bidder.

For bonding purposes the anticipated project cost is \$709,788.00

**PRE-BID CONFERENCE:**

A pre-bid conference is scheduled for 10:00 a.m. on Monday, May 21, 2007 at the Airports, Parks, and Grounds Division, located at 3000, Fairlane Court, Suite 1, Placerville, California. Any questions that can be answered at that time by direct reference to the Contract, Plans and Specifications will be answered. Questions which cannot be so answered may be addressed, if necessary, by addendum. The pre-bid conference will include a tour of the site of the Work. Submission of a bid shall be considered an acknowledgment of familiarity with the Contract, Plans and Specifications, and conditions at the site.

**PROJECT ADMINISTRATOR:**

The County's Project Administrator for this project is Jordan Postlewait or successor. All communications relative to the Contract Documents and Plans shall be in writing and directed to:

Mailed: Jordan Postlewait

Hand Delivered: Jordan Postlewait

Manager, Airports, Parks, and Grounds  
County of El Dorado  
3000 Fairlane Court, Suite 1  
Placerville, CA 95667

Manager, Airports, Parks, and Grounds  
County of El Dorado  
3000 Fairlane Court, Suite 1  
Placerville, CA 95667

Copies: Laura S. Gill  
Acting Director of General Services  
County of El Dorado  
360 Fair Lane  
Placerville, CA 95667

No oral responses to any questions concerning the contents of the Plans and Contract Documents will be given. Responses, if any, will be in the form of a written addenda to the Contract Documents and Plans.

By order of the Department of General Services, County of El Dorado, State of California.  
executed on \_\_\_\_\_ at Placerville, California.

By: \_\_\_\_\_  
Laura S. Gill  
County of El Dorado  
Acting Director of General Services

**(NOTICE:** Bidder's failure to fully complete and execute the questions and statements required by these Contract Documents, and/or as required by applicable law and regulations may prohibit award of the subject contract to the Bidder. El Dorado County may make a determination based upon Bidder's responses to the questions and statements required by these Contract Documents that may prohibit the award of the contract to Bidder.

**BID BOOK MUST STAY INTACT - DO NOT DETACH**

(Because some colored inks will not reproduce in copy machines,  
please use black ink to complete this Proposal)

**( D O N O T D E T A C H )**  
**PROPOSAL**

**TO THE DEPARTMENT OF GENERAL SERVICES,  
COUNTY OF EL DORADO,  
STATE OF CALIFORNIA**

**for the construction of  
El Dorado Trail Eastern Extension – Parkway Drive to Los Trampas  
Project #' s 04-05, 04-06A, 04-06B, 07-05; Bid #GS 07-001**

NAME OF BIDDER

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BUSINESS P.O. BOX

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CITY, STATE, ZIP

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BUSINESS STREET ADDRESS

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CITY, STATE, ZIP

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

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

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents which includes the payment of not less than the State general prevailing wage rates, the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the work to be done are entitled:  
**El Dorado Trail Eastern Extension – Parkway Drive to Los Trampas Drive; Project #'s 04-05, 04-06A, 04-06B, 07-05.**

Bids are to be submitted for the entire Work. The amount of the Bid for comparison purposes will be the total of all the items in the base bid.

The Bidder shall set forth for each unit basis item of work a unit price and a total of the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for these purposes. 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 of 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 Department's Final Estimate of cost.

If this Proposal is accepted and the undersigned Bidder shall fail 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 within 10 days, not including Sundays and legal holidays, after the Bidder has received notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the 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 the Bidder has carefully examined the location of the proposed work, the annexed proposed form of contract, and the Project Plans therein referred to; and the Bidder proposes, and agrees if this Proposal is accepted, that the Bidder will contract with the County of El Dorado, in the form of the copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that the Bidder will take in full payment therefore the following item prices, to wit:

## PROPOSAL PAY ITEMS BID PRICE SCHEDULE

EL DORADO TRAIL EASTERN EXTENSION – PARKWAY DRIVE TO LOS TRAMPAS DRIVE  
PROJECT #'s 04-05, 04-06A, 04-06B, 07-05

### BIDS WILL BE AWARDED ON BASE BID AMOUNT ONLY

UNIT PRICING SCHEDULE: (The following list is not intended to be all inclusive of all the unit pricing items that are encompassed by this project. The Contractor shall verify the existence of all these items in the project's scope-of-work and be prepared to include any additional items included in the project's scope-of-work, but which are not currently shown on the list below.)

ITEM & DESCRIPTION	AMOUNT	UNITS	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
Removable Bollard	11	EA		
Bollard	22	EA		
Prepared Storm Water Prevention Plan	Lump Sum	LS		
Storm Water Pollution Prevention	Lump Sum	LS		
Remove Culvert	4	EA		
Remove Inlet	1	EA		
Rehab Retaining Wall	1	EA		
Cold Plane Asphalt Concrete Pavement (.20' Maximum)	820	SQYD		
Clearing and Grubbing	132000	SQFT		
Roadway Excavation	2000	CY		
Erosion Control (Type D)	15000	SQFT		
Class 2 Aggregate Base	1112	CY		
Asphalt Concrete (Type B)	1230	Ton		
Place Asphalt Concrete Dike	766	LF		
Stop Sign	6	EA		
Warning Sign	24	EA		



ITEM & DESCRIPTION	AMOUNT	UNITS	UNIT PRICE (In Figures)	ITEM TOTAL (In Figures)
Information Sign	12	EA		
12" Culvert	41	LF		
10" Culvert	3	LF		
18" Culvert	36	LF		
24" Culvert	75	LF		
30" Culvert	5	LF		
12" Plastic Pipe	355	LF		
12" FES	25	EA		
18" FES	4	EA		
24" FES	5	EA		
Inlet	11	EA		
Rock Slope Protection	30	CY		
Rock Slope Protection Fabric	125	SQYD		
Fence	360	LF		
Cable Railing	85	LF		
Thermoplastic Pavement Marking	Lump Sum	LS		
Thermoplastic Traffic Stripe (Sprayable)	7540	LF		
Mobilization 10%	Lump Sum	LS		

**BASE BID:** (Figure) \$ \_\_\_\_\_

**BASE BID (Words):**  
 \_\_\_\_\_  
 \_\_\_\_\_

**MAJOR EQUIPMENT ITEMS:** The Bidder shall list in the space provided hereinbelow one named manufacturer for each type of major equipment listed in the Specifications. Any requests for substitutions for materials and equipment, including specifically those listed as major equipment, may only be made after the award. Failure to list a manufacturer for any type of equipment shall constitute submission of a non-responsive bid.

The Bidder hereby represents that Bidder will utilize the following manufacturer for each of the items of major equipment described below, and will not substitute a different manufacturer without the prior written approval of the County of El Dorado:

<b>SPECIFICATION SECTION</b>	<b>EQUIPMENT</b>	<b>MANUFACTURER</b>
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## **SUBCONTRACTORS LISTING**

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in “Required Listing of Proposed Subcontractors” in Article 3 of the Standard Specifications.

<b>Name</b>	<b>Location of Business</b>	<b>License No.</b>	<b>Portion or Type of Work</b>
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**NON-COLLUSION AFFIDAVIT**

**Non-Collusion Affidavit To Be Executed  
By Bidder and Submitted with Bid**

State of California )  
  ) ss.  
County of El Dorado)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or in 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 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 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 depository, or to any member or agent thereof to effectuate a collusive or sham bid.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
COMPANY ADDRESS

\_\_\_\_\_  
SIGNATURE OF OFFICER

\_\_\_\_\_  
PRINTED TITLE AND NAME  
OF OFFICER

## BIDDER INFORMATION SHEET

Bidder must check one of the following classifications which fit its type of business organization and furnish all information required under that classification.

Please typewrite or print your answers.

Attach a copy of license(s) upon which you intend to rely.

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( ) **BIDDER IS A CORPORATION**

The full name of the corporation as it appears on the State Contractor's License is:

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Corporation is incorporated in the State of:

---

( ) **BIDDER IS AN INDIVIDUAL**

Bidder's name as it appears on State Contractor's License is:

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( ) **BIDDER IS A PARTNERSHIP**

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

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The full names of all partners as they appear on State Contractor's License are:

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County in which any Certificate of Doing Business Under Fictitious Name is filed – (If none, so state):

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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 (10) percent of the total of the Bid.

**PERSONS INTERESTED IN THIS PROPOSAL**

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, also names of the chief executive officer, president, secretary, chief financial officer, treasurer, and the executive officer who will be responsible for the Contract if awarded; 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.)

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**BIDDER'S LICENSE**

The undersigned Bidders is licensed in accordance with the Contractor's License Law, Business and Professions Code:

License No. \_\_\_\_\_ Classifications(s) \_\_\_\_\_  
(A copy of the afore-reference license must be supplied at Notice of Award.)

**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 Engineer's Estimate sheets that were received as part of the addenda)

CERTIFICATION OF BIDDER FOR PROPOSAL:

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 are true and correct. 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 Non-collusion Affidavit required by Public Contract Code Section 7106 is true and correct.

The person or persons executing this proposal on behalf of a corporation or a member of 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 of this Proposal.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, California.



**Sign Here:** \_\_\_\_\_

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

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

**END OF PROPOSAL**

**COUNTY OF EL DORADO BIDDER'S BOND**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are bound unto THE COUNTY OF EL DORADO as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

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

WHEREAS, the Principal is submitting a bid to the Obligee, for the **El Dorado Trail Eastern Extension – Parkway Drive to Los Trampas Drive, Project #’ s 04-05, 04-06A, 04-06B, 07-05** for which bids are to be opened at the Procurement & Contracts Division, 330 Fair Lane, Placerville, California, at 2:00 p.m. on Monday, June 4, 2007.

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

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

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

\_\_\_\_\_

Principal

\_\_\_\_\_

Surety

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

Attorney-in-Fact

**ADDRESS OF SURETY FOR SERVICE OF NOTICE:**

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

**NOTE:** Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of Acknowledgement.



**SAMPLE ONLY**  
**CONTRACT # \_\_\_\_\_**

This Contract is made and entered into by and between the County of El Dorado, hereinafter referred to as "Owner" or "County", and \_\_\_\_\_, a \_\_\_\_\_, whose principal place of business is \_\_\_\_\_, hereinafter referred to as "Contractor".

**Article 1: The Work.** The Work is generally described as the El Dorado Trail Eastern Extension – Parkway Drive to Los Trampas Drive, Project #' s 04-05, 04-06A, 04-06B, 07-05. The Contractor shall complete the Work as specified in the Contract Documents.

**Article 2: Contract Documents.** The Contract Documents consist of: this Contract; the Notice to Bidders; the completed Bid Proposal as accepted by the Owner, including but not limited to: Major Equipment Items, Bidder's Execution, Subcontractors List, Interested Persons, Non-Collusion Affidavit, Bidder Information Sheet, Certification of Bidder for Proposal; Bidder's Bond; Withholding Exemption Certificate 590; Form W-9; Certificate of Insurance; Performance Bond; Payment Bond; the Specifications; the Technical Specifications; the Plans; all addenda thereto and all changes and modifications made pursuant to the Contract Documents subsequent in date hereto; and all obligations of the parties which are set forth and described therein. All of the above named Contract Documents are intended to cooperate and be complementary, and Work required by one and not by others shall be performed as if required by all. In the event of a conflict between the Plans and Specifications, the Plans shall generally prevail; provided, however, any such conflict shall be immediately brought to the notice of the Owner for interpretation and confirmation.

**Article 3: Covenants.** For and in consideration of the covenants, promises, and agreements as set forth herein, the Contractor promises and agrees with the Owner to do all the Work and to furnish at Contractor's own cost and expense all labor, material and equipment, necessary to complete in a good, workmanlike and substantial manner, in strict accordance with the Contract Documents, the entire Work for the project as indicated in the Bid Documents and Contract Documents titled: El Dorado Trail Eastern Extension – Parkway Drive to Los Trampas Drive, Project #XX-XX.

**Article 4: Contract Price.** Owner promises and agrees to pay to the Contractor for satisfactory performance under the Contract Documents of construction of the Work, and completion of all obligations, covenants and conditions described in the Contract Documents, the sum of \_\_\_\_\_ and \_\_\_/100 DOLLARS (\$ \_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents.

**Article 5: Commencement and Completion.** The commencement date of the Contract for determination of the time for completion shall be set forth in the Notice to Proceed issued by the Owner, but shall not be less than ten (10) calendar days after execution of the Contract by the Owner. The Contractor shall complete all Work within thirty (30) calendar-days after said commencement date, as adjusted and provided for in the Contract Documents. The Work shall be considered complete and ready for final payment when it is in accordance with Section 01770

(Contract Closeout) of the Technical Specifications.

**Article 6: Liquidation Damages:** The Work to be performed under the Contract shall commence on the date specified in the Notice to Proceed by the County, and the Work shall be fully completed within the time specified in Notice. The Owner and Contractor realize that time is of the essence for completion, and the County will suffer financial loss if the Work is not completed in the time specified. In the event that the Contractor does not complete all Work required by the Contract within the time specified in Article 5, liquidated damages shall be imposed upon the Contractor. After considering such a breach and all aspects of the Work including, but not limited to, the type of installation, the current and future uses of facilities and premises, the disarrangement of the premises and facilities thereof during the Work, and the additional cost and difficulty of using the disarranged facilities during the Work, the parties agree that a reasonable daily damage for such a breach, will be \$200.00 per calendar-day, and the payment of the same, is payment of liquidated damages and not a penalty. It is understood that this Contract for liquidated damages is entered into because the amount is manifestly reasonable under the circumstances existing at the time of this Contract, and it would be extremely difficult or impossible to determine with any degree of accuracy the actual damages in case of any such breach. In case of such breach, it is agreed that the Owner may deduct the amount thereof from any money due or to become due said Contractor under this Contract.

**Article 7. Guarantee.** All Work shall be guaranteed for a period of one (1) year from the date of substantial completion as determined by the Owner. The Contractor shall promptly make all needed repairs arising out of defective materials, workmanship and equipment.

**Article 8: Indemnity.** To the fullest extent allowed by law, the Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Work, Contractor's services, operations, or performance of the Work, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly proscribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

**Article 9: Insurance.** Contractor shall provide proof of policy(ies) of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets all the requirements set forth in Article 8.1 of Specifications.

**Article 10: Workers' Compensation Certification.** By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the Work of this Contract.

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

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for the worker's compensation or self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of Work of this Contract.

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

**Article 11. Notice.** Any notice or other correspondence required to be given under this Agreement by either party to the other may be effected 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 delivered to it as follows:

Mailed: El Dorado County  
General Services Department  
Attn: Laura S. Gill,  
Acting Director  
360 Fair Lane  
Placerville, CA 95667

Hand Delivered: El Dorado County  
General Services Department  
Attn: Laura S. Gill,  
Acting Director  
345 Fair Lane  
Placerville, CA 95667

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

Mailed: \_\_\_\_\_ Hand Delivered: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each party may change their address for notices by giving written notice pursuant to this paragraph.

**Article 12. California Residency (Form 590).** All independent Contractors providing services to the 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. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or the County shall withhold seven (7) percent of each payment made to the Contractor during the term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

**Article 13. Taxpayer Identification Number (Form W9).** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

**Article 14.** Cancellation of Contract. The Owner reserves the right to terminate this Contract at any time for any reason by serving written notice to the Contractor as set forth in Article 10 of Specifications.

**Article 15.** Administrator. The County Officer or employee with responsibility for administering this Contract is Laura S. Gill, or successor.

**Article 16.** Project Manager. The County's Project Manager/Administrator for this project is Jordan Postlewait or successor. All communications relative to the Contract Documents and Plans shall be in writing and directed to:

Mailed: El Dorado County  
General Services Department  
Attn: Jordan Postlewait  
3000 Fairlane Court, Suite 1  
Placerville, CA 95667

Hand Delivered: El Dorado County  
General Services Department  
Attn: Jordan Postlewait  
3000 Fairlane Court, Suite 1  
Placerville, CA 95667

**Article 17.** Authorized Signatures. The parties to this Contract warrant and represent that the undersigned individuals executing this Contract on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

**Article 18.** 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, and any modifications or amendments must be in writing and executed in accordance with County policy.

**COUNTY OF EL DORADO**

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

**By:** \_\_\_\_\_  
**Helen K. Baumann, Chair, Board of Supervisors**

**CONTRACTOR**

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

**By** \_\_\_\_\_  
**Name**  
**Title**

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

\_\_\_\_\_  
**Corporate Secretary (If Corporation)**

**ADDRESS OF SURETY FOR SERVICE OF NOTICE**

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

YEAR

20 **Withholding Exemption Certificate**

CALIFORNIA FORM

**590**

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

File this form with your withholding agent. (Please type or print)		Withholding agent's name	
Vendor/Payee's name		Vendor/Payee's <input type="checkbox"/> SOS file no. <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN	<b>Note:</b> Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street, PO Box, Rural Route, APT no., Suite, Room, or PMB 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 notify 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 file a California tax return and 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 do any of the above, I will promptly notify 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 (LLP) 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 notify 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 notify 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 notify 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 notify the withholding agent.

Vendor/Payee's name and title (type or print) \_\_\_\_\_ Daytime telephone no. \_\_\_\_\_

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 is then 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. If you are an employee, any wage withholding questions should be directed to the Franchise Tax Board General Information number, (800) 852-5711. Employers should direct their calls to the California Employment Development Department (EDD) at (888) 745-3886 or go to their Website at [www.edd.ca.gov](http://www.edd.ca.gov).**

Sellers of California real estate use Form 593-C, Real Estate Withholding Certificate, not Form 590.

#### 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 S corporation shareholders, 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 S Corporation and 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:** For payments made for services of a performing entity, the performing entity or the performing entity's partnership or corporation completes this form. The performing entity's agent or other third party cannot complete this form.

**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, withholding 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 absent from California for an uninterrupted period of at least 546 days to accompany a spouse 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 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 and remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, completes 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 Pub. 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, 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.

#### Specific Instructions

**Private Mail Box.** Include the Private Mail Box (PMB) in the address field. Write the acronym "PMB" first, then the box number. Example: 111 Main Street PMB 123.

## Request for Taxpayer Identification Number and Certification

Give form to the  
 requester. Do not  
 send to the IRS.

Print or type  
 Instructions on page 2.  
 See Special

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
+

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above 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. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of  
 U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** 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 (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required 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" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

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.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. 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),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

# CERTIFICATE OF INSURANCE ISSUE DATE:

PRODUCER:

THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE:

COMPANIES AFFORDING COVERAGE

INSURED:

COMPANY A \_\_\_\_\_

COMPANY B \_\_\_\_\_

TYPE OF BUSINESS:

COMPANY C \_\_\_\_\_

COMPANY D \_\_\_\_\_

PHONE:

**COVERAGES**

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY #	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/>				GENERAL AGGREGATE PRODUCTS COMPS/OPS AGGREGATE PERSONAL & ADVERTISING INJURY EACH OCCURRENCE FIRE DAMAGE (Any One Fire) MEDICAL EXPENSE (Any One Person)	\$ _____ \$ _____ \$ _____ \$ _____ \$ _____
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	AGGREGATE
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL-OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ _____	BODILY INJURY (Per Person) \$ _____
	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				STATUTORY	
\$ _____					(EACH ACCIDENT)	
\$ _____					(DISEASE - POLICY LIMIT)	
	OTHER:				\$ _____	(DISEASE - EACH EMPLOYEE)
	<b>PROPERTY DAMAGE</b> \$ _____					

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS/ADDITIONAL INSURED**

The County of El Dorado its officers, officials, employees and volunteers are made additional insured, but only insofar as the operations under this contract are concerned.

OTHER ADDITIONAL INSURED:

CERTIFICATE HOLDER

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE SIGNATURE AND PHONE NUMBER:

**COUNTY OF EL DORADO PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

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

\_\_\_\_\_ of \_\_\_\_\_

hereinafter called the CONTRACTOR (Principal), and \_\_\_\_\_, a

corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,

hereinafter called the SURETY, and authorized to transact business within the State of

California, as SURETY, are held and firmly bound unto the County of El Dorado as OWNER

(Obligee), in the sum of: \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which, well

and truly be made to the OWNER, the CONTRACTOR and the SURETY bind themselves and

each of their heirs, executors, administrators, successors, and assigns, jointly and severally,

firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto

attached, with the OWNER, dated \_\_\_\_\_, 2007, for El Dorado Trail Eastern Extension

- Parkway Drive to Los Trampas Drive, Project #' 04-05, 04-06A, 04-06B, 07-05.

NOW THEREFORE, if the CONTRACTOR shall well and truly perform and fulfill all

the undertakings, covenants, terms, conditions and agreement of said Contract during the original

term of said Contract and any extensions thereof that may be granted by the Owner, with or

without notice to the Surety, and during the life of any guaranty required under the Contract, and

shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and

agreements of any and all duly authorized modifications of said Contract that may thereafter be

made, then this obligation shall be void, otherwise the same shall remain in full force and virtue

for one (1) year after filing of the Notice of Completion.

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.

No right or action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2007, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

By \_\_\_\_\_ (Seal)

ATTEST

**SURETY**

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)

ATTEST

\_\_\_\_\_  
APPROVED AS TO FORM: \_\_\_\_\_, 2007  
\_\_\_\_\_, Owner

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

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

COUNTY OF EL DORADO PAYMENT BOND

BOND NO. \_\_\_\_\_

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

\_\_\_\_\_ of \_\_\_\_\_

herein after called the CONTRACTOR (Principal), and \_\_\_\_\_,

a corporation duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_,

hereinafter called the SURETY, and authorized to transact business within the State of

California, as SURETY, are held and firmly bound unto the County of El Dorado (Obligee), in

the sum of: \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

lawful money of the United States of America, for the payment of which, well and truly be made

to the OWNER, the CONTRACTOR and the SURETY bind themselves and each of their heirs,

executors, administrators, successors, and assigns, jointly and severally, firmly by these present

as follows:

THE CONDITION OF THE ABOVE OBLIGED IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract here to attached, with the OWNER, dated \_\_\_\_\_, 2007, for El Dorado Trail Eastern Extension

- Parkway Drive to Los Trampas, Project #' s 04-05, 04-06A, 04-06B, 07-05. That if said

Contractor, his or its heir, executors, administrators, successors or assigns, or subcontractors,

shall fail to pay any of the persons names in Civil Code Section 3181, or amounts due under the

Unemployment Insurance Code with respect to work or labor performed by any such claimant, or

for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board

from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806

of the Revenue and Taxation Code, with respect to such work and labor that the Surety or

Sureties will pay for the same, in an amount not exceeding the sum specified in the bond.

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

this bond.

NOW THEREFORE, if the CONTRACTOR shall promptly make payment to all persons who supply labor and materials in the prosecution of the work provided for in said Contract, and

any and all duly authorized modifications of said Contract that may hereinafter be made, without notice to the Surety, then this obligation shall be void; otherwise the same shall remain in full force and virtue.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2007, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR**

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)

ATTEST

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
By \_\_\_\_\_ (Seal)

ATTEST

\_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_, 2007

\_\_\_\_\_, OWNER

\_\_\_\_\_

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**CONTRACTOR'S GUARANTEE**

**GENERAL SERVICES DEPARTMENT  
COUNTY OF EL DORADO**

**EL DORADO TRAIL EASTERN EXTENSION  
PARKWAY DRIVE TO LOS TRAMPAS DRIVE  
PROJECT #' s 04-05, 04-06A, 04-06B, 07-05**

As Contractor for the above referenced project, we hereby agree to repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the County of El Dorado, ordinary wear and tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of final acceptance of the work.

We further agree to repair or replace any and all adjacent areas which have been damaged or displaced due to our work performed under this contract at no expense to the County of El Dorado during the term of this contract and for a period of one year from the date of final acceptance of the work.

We agree that this guarantee and the rights and obligations accruing therefrom shall be in addition and not by way of limitation in any manner whatsoever to the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of our failure to comply with the above mentioned conditions with (ten) 10 days after being notified in writing by the County of El Dorado, we hereby authorize the County of El Dorado to proceed to have said defects repaired and made good at our expense and we will honor and pay all costs and charges therefore upon written demand.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CONTRACTOR**

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**EL DORADO TRAIL EASTERN EXTENSION  
PARKWAY DRIVE TO LOS TRAMPAS DRIVE  
PROJECT #' s 04-05, 04-06A, 04-06B, 07-05**

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## SPECIFICATIONS

### EL DORADO TRAIL EASTERN EXTENSION PARKWAY DRIVE TO LOS TRAMPAS DRIVE PROJECT #' s 04-05, 04-06A, 04-06B, 07-05

#### Article 1

### GENERAL PROVISIONS

#### 1.1 BASIC DEFINITIONS

1.1.1 Owner: The County of El Dorado is the Owner and is identified as the Owner in the Contract and these Specifications. The term Owner, and pronouns in place of the same shall mean the County of El Dorado acting by and through its duly authorized representative.

1.1.2 Owner's Representative: The Director of General Services, or designated representative.

1.1.3 Engineer: The person holding a valid California State Engineer' s license, whose firm has been designated within the Contract Documents as the Engineer to provide services on the Project.

When the Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to the County. The term Engineer shall be construed to conclude all consultants retained for the project, as well as employees of the Engineer.

1.1.4 Project Manager: Project Manager, or such other designated representative of the Owner. The Project Manager has such duties and authority as may be set forth in the Specifications.

1.1.5 Contractor: The person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term Contractor refers to the Contractor or the Contractor's authorized representative.

1.1.6 Inspector: The individual designated by the Owner as the Inspector as set forth in Paragraph 2.1.2.

1.1.7 Subcontractor: Those contractors, of what ever tier, furnishing labor or material, or both, for the Work under the Contract with the Contractor.

1.1.8 Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

**1.1.9 Final Payment:** The Final Payment shall be the last Progress Payment made to Contractor and shall not be considered to be the payment of any or all of the 10 percent retention.

**1.1.10 Construction Change Directive:** A written order issued by the Engineer and signed by the Owner directing a change in the Work and stating a proposed basis for adjustment, if any, of Contract Time or Sum. The Owner may by Change Directive, without invalidating the Contract and without Contractor's agreement, order changes in the Work. This procedure will be used in the absence of agreement between Owner and Contractor for subsequent inclusion in a Change Order.

**1.1.11 Change Order:** A Change Directive signed by the Owner and Contractor stating their agreement upon all of the following: 1) a change in the Work, 2) the amount of the adjustment in the Contract Price, if any, and 3) the extent of the adjustment in the Contract Time, if any.

**1.1.12 Contract Documents:** The Contract Documents shall include the documents described in Article 2 of the Contract, including Construction Change Directives and Change Orders.

**1.1.13 Work:** The construction and services required by the Contract Documents, including all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

**1.1.14 Project:** The total construction of the Work performed under the Contract Documents.

**1.1.15 Plans:** The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

**1.1.16 Specifications:** Those portions of the Contract Documents referred to as the Specifications and Technical Specifications, which define the qualitative requirements for products, materials, and systems and the standards of workmanship required for installation. Division 1 sections constitute the GENERAL REQUIREMENTS necessary for the Project; Division 2 comprises the Technical Specifications portion of the Project Manual.

**1.1.17 Claim:** A demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice and shall include a demand for the Owner's decision. The responsibility to substantiate claims and to resolve the claims of subcontractors of whatever tier shall rest with the Contractor.

**1.1.18 Furnish (material):** To supply and deliver to the project ready for installation and in operating condition.

**1.1.19 Install (service or labor):** To place in final position, complete, anchored, connected,

and in operable condition with respect to required codes and/or governing agency requirements.

1.1.20 Provide: To furnish and install complete. When “Furnish”, “Install”, or “Provide” is stated, “Provide” is implied.

1.1.21 Construct: To “Furnish” materials to “Install” in final position, complete, anchored, and connected with respect to required codes, requirements, specifications, and details.

1.1.22 Day(s): All references to “day” or “days” in these Contract Documents shall be defined as calendar-day or calendar-days.

## **1.2 CONTRACT DOCUMENTS**

1.2.1 One Document: The Contract Documents are one document and any work shown or mentioned shall be performed or furnished. The Contractor admits and agrees that the Specifications exhibit the intent and purpose of the Owner in regard to the Work, and that they are not complete in every detail and are to be considered as showing the purpose and intent only; and he further agrees to furnish all labor or material for any detail that is necessary to carry out the intent and purpose of the Specifications without extra charge.

1.2.2 Misuse of Words or Punctuation: The misplacement, addition, or omission of any word, letter, or punctuation mark will not in any way change the intent or meaning of the Specifications. Any part of the Work, or any article pertaining thereto which is not specifically set forth in these Specifications, but which is necessary for the proper completion of the Work, is to be supplied and set in place at the Contractor's expense, the same as if it had been mentioned in these Specifications. The Contractor shall furnish all things necessary to make a good and workmanlike job in accordance with the intent and purpose of the Specifications.

## **1.3 ASSIGNMENT OF CONTRACT**

1.3.1 Mutual Consent: Neither party to the Contract shall assign the Contract without the written consent of the other party, nor shall the Contractor assign any moneys due or to become due to him hereunder without the written consent of the Owner.

1.3.2 Assignment Under Anti-Trust Claims: In accordance with Section 4552 of the California Government Code, and Section 7103 of the Public Contract Code, Contractor and subcontractors shall conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractors offers and agrees to assign to the Owner 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 Section 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 Owner tenders Final Payment to the Contractor, without further acknowledgment by the parties.

2. In submitting a bid to Owner the bidder offers and agrees that if bid is accepted, it will assign to Owner 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 Section 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 by the bidder for sale to the Owner pursuant to the bid. Such assignment shall be made and become effective at the time the Owner tenders Final Payment to the bidder.

#### **1.4 WAIVER OF "COMMON PRACTICE"**

1.4.1 The Contractor shall waive "common practice" and "common usage" as construction criteria wherever the Contract Documents details, plans, specifications, governing codes, or ordinances require greater quantity or better quality than common practice or common usage would require.

#### **1.5 EXCESSIVE COSTS**

1.5.1 Failure to Comply with Contract: If Contractor fails to comply with any Contract requirements, including any required coordination with other contractors, and that failure results in additional costs to Owner, then Contractor shall be liable for such additional costs.

1.5.2 Construction Methods: If Contractor's construction methods and techniques result in additional costs to Owner, after notice, such Contractor shall be responsible for cost attributable to his methods and techniques.

### **Article 2**

#### **OWNER**

#### **2.1 OWNER'S REPRESENTATIVE**

2.1.1 Owner Representative: The Owner will be represented by the Owner's Representative who shall oversee the performance of the Contract on behalf of the Owner.

2.1.2 Owner May Appoint Inspector: Owner shall be entitled to appoint an agent as

Inspector who shall see that the performance of the Work is in strict accordance with the Contract Specifications on behalf of the Owner.

**2.1.3 Communication:** In order that the Owner may act upon expert advice and upon good procedure, all communications from the Contractor shall be in writing and will be through said Owner's Representative or Inspector, as the Owner may direct, and all communications and instructions from the Owner to the Contractor will be so routed. The Owner reserves the right to alter this procedure without the consent of the Contractor. All communications not in compliance herewith, shall be considered non-binding on the Owner.

## **2.2 RIGHTS OF OWNER**

**2.2.1 Right to Clean Up:** Subject to the strict prohibition against maintaining a nuisance, if a dispute arises between the Contractor, Subcontractors, or separate contractors as to the responsibility under their respective Contracts for maintaining the premises and surrounding area free from waste materials and rubbish the Owner may, but need not, clean up and allocate the cost among those responsible as the Inspector determines to be just.

**2.2.2 Right to Accept Imperfect Work:** If any part or portion of the Work completed under this Contract is defective and not in accordance with the Plans or Specifications, and if the imperfection is judged by Owner to be not of sufficient magnitude or importance so as to make the Work unacceptable, then Owner shall have the right and authority to retain such Work but will make such deductions in Contract Price as may be equitable and reasonable. However, Owner does not by this section, waive any other rights provided for herein.

**2.2.3 Right to do Adjacent Work:** The Owner reserves the right to perform construction or operations on the site of the Work. In doing this Owner may use its own forces or award separate contracts in connection with other construction or operations on the site but not covered by the Contract Documents.

**2.2.4 Right to Finish Contractor's Work:** If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, the Owner has the right, exercisable solely at Owner's discretion, to commence and continue completion of the Work with diligence and promptness. In such an event, if the Owner's cost to complete to Work exceeds the remaining balance of the Contract with the Contractor, Contractor shall reimburse the Owner for such excess costs.

**2.2.5 Right of Partial Use of Project:** The Owner may occupy or use any completed or partially completed portion of the Work at any stage, upon agreement of Owner and Contractor.

1. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to work and insurance, and



have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.

2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.
3. Immediately prior to such partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
4. Unless otherwise agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of work not complying with the requirements of the Contract Documents.
5. No claim for acceleration, delay, or hinderance, may be made by Contractor on his own behalf or that of any of his subcontractors, for any delays, accelerations, or hindrances that may arise out of Owner's partial occupancy of the Project.

**2.2.6 Right to Audit:** The Contractor shall maintain and make available to Owner and the State Auditor all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise out of the Work or under terms of the Contract. The form of record keeping shall be subject to approval by the Owner. These books, papers, records, claims, and accounts shall be made available for examination during normal business hours by Owner and Owner's representative or the State Auditor and shall be retained at Contractors principal place of business in California, for audit during normal business hours at such place of business for 4 years after recording of the notice of completion of the project. Contractor shall provide an office to enable Owner and Owner's representative or the State Auditor to conduct such audit.

**2.2.7 Right to Change Contractor' s Project Manager:** The Owner may request Contractor to replace Contractor' s Project Manager at any stage, and Contractor' s new Project Manager must be agreed upon by Owner.

## **2.3 RESPONSIBILITIES OF OWNER**

**2.3.1 Removal, Relocation, or Protection of Underground Infrastructure:** If the Contractor while performing the contract discovers utility facilities not identified by the Owner in the contract plans or specifications, Contractor shall immediately notify the Owner in writing. Owner shall have the sole discretion to perform the repairs or relocation work itself, or to permit the Contractor to do such repairs or relocation work at a reasonable price. In the event that the Owner authorizes the Contractor to perform the work, the parties shall proceed with a written Change Order as set forth in Article 5 herein. Compensation to the Contractor

for said costs shall be in accordance with Section 4215 of the Government Code.

Nothing herein shall be construed to require the Owner to locate the presence of any existing services not expressly included in Government Code Section 4215, nor to limit the Owner's rights or remedies set forth therein.

In accordance with the provisions of Section 4215 of the California Government Code, Contractor shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the Owner or owner of the utility to provide for the removal or relocation of such utility facilities.

### **Article 3**

## **CONTRACTOR'S RESPONSIBILITIES**

### **3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS**

**3.1.1 Reporting Errors in Contract Documents:** The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Inspector errors, inconsistencies, or omissions discovered. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the Contract Documents without such notice to the Owner, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.

**3.1.2 Reporting Errors in Field Conditions:** The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the Owner at once.

**3.1.3 No Implied Warranty:** No warranty is to be implied nor shall any warranty arise by operation of law, or by interpretation of this Contract, that the Plans and Specifications are adequate and sufficient to construct the Project.

### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.2.1 Supervision of Work:** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

**3.2.2 Acts of Employees and Agents:** The Contractor shall be responsible to the Owner for

acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

**3.2.3 Acts Do Not Waive Contractor's Obligation:** The Contractor shall not be relieved of obligations to perform the Work in strict accordance with the Contract Documents either by activities or duties of the Owner's Representative or the Inspector in the administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### **3.3 PROSECUTION OF WORK**

**3.3.1 Time of the Essence:** It is expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the Work are of the essence. The Work shall be prosecuted at such time, and in or on such part or parts of the Work as may be required to complete the Work as set forth in the Contract Documents.

**3.3.2 Construction Schedule:** A critical path method (CPM) construction schedule is required to be submitted within thirty (30) days of issuance of Notice to Proceed as required in the Specifications. The CPM schedule will be for Owner's information only. Silence or inaction with regard to Contractor's schedule shall not be construed as acquiescence or acceptance of the schedule as being binding on Owner. Unless specifically adopted by resolution or minute order of the El Dorado County Board of Supervisors, such schedule shall not be binding on the County of El Dorado. Contractor's schedule shall provide for the completion date not to exceed nor shall it provide for the completion date earlier than the time limits for completion set forth in the Contract Documents. Float, whether for the entire Project or for specific tasks therein, shall be deemed to be for the benefit of the Owner.

The Contractor shall keep the construction schedule current, and shall submit monthly updates to the Owner's Representative and Inspector, if any. The Contractor shall further prepare and keep current a schedule of submittals which is coordinated with the construction schedule, and which allows the Owner reasonable time to review the submittals.

### **3.4 SUBMITTALS**

**3.4.1 Use of Listed Manufacturers; Review of "Or Equals":** Contractor shall utilize only the manufacturer designated in its Proposal for major equipment items listed therein. In accordance with the provisions of Section 3400 of the California Public Contract Code, but subject to Subsection (b) thereof, Contractor shall within 35 calendar days after Award of the Contract submit any substitution requests and shall submit data substantiating a request for a substitution of an "or equal" item. Failure to submit such substitution requests and substantiating data within 35 days shall subject such request for substitution to automatic denial.

3.4.2 Excessive Submittal Reviews: The cost of reviewing submittals shall be the Owner's responsibility, except that Contractor shall be responsible for the cost of the third and subsequent review of any one submittal.

3.4.3 Submittal Process: Submittals shall be processed as described in the Specifications.

### **3.5 STATE LABOR REQUIREMENTS**

#### 3.5.1 Hours of Work:

1. Eight hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by the Contractor, or by any subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than 8 hours in any 1 calendar day and/or more than 40 hours in any 1 calendar week except as provided in Section 1815 of the Labor Code of California, and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as penalty to the said Owner, \$25.00 for each workman employed in the execution of this Contract, or by any subcontractor under this Contract, for each calendar day during which said workman is required or permitted to labor more than 8 hours in any 1 calendar day or more than 40 hours in any 1 calendar week in violation of the provisions of said Labor Code.
2. In accordance with the provisions of the Labor Code of the State of California, the Contractor, and each subcontractor, shall also keep an accurate record showing the names and actual hours worked for all workers employed by him in connection with the Work contemplated by the Agreement, which record shall be open at all reasonable hours to the inspection of the Owner or its officers or agents, and to the Chief of the Division of Labor Statistics and Law Enforcement or the Department of Industrial Relations, his deputies or agents.

#### 3.5.2 Apprentice Employment:

1. Pursuant to the provisions of Section 1777.5 as amended, the Contractor or subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code Section 1777.5 and are available from the applicable Joint Apprenticeship Committee.
2. The Contractor shall make contributions to funds established for the administration of the apprenticeship programs if he employs registered

apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

3. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

### 3.5.3 Wage Rates:

1. Pursuant to Labor Code Section 1770 et seq., each laborer or mechanic of Contractor or any subcontractor engaged in work on the Project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between Contractor or any subcontractor and such laborers and mechanics.
2. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him.
3. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor may pay any wage rate in excess of the applicable rate contained in this Contract.
4. Pursuant to Labor Code Section 1775, the Contractor as a penalty to the Owner shall forfeit \$50.00 for each calendar day, or portion thereof for each worker paid less than prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor.
5. An error on the part of an awarding body does not relieve the Contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 - 1775.
6. All Contractors and subcontractors are subject to the provisions of Sections 1810-1814 of the California Labor Code which provide that the maximum

hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the Contractor or subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the Contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week and is not paid overtime.

7. Section 1815 of the California Labor Code requires that notwithstanding the provisions of Sections 1810-1814, employees of Contractors who work in excess of eight hours per day and 40 hours per week shall be compensated for all hours worked in excess of eight hours per day at not less than 1-1/2 times the basic rate of pay.
8. Copies of the applicable prevailing wage rates are on file with the El Dorado County Department of General Services, Airports, Parks, and Grounds Division at 3000 Fairlane Court, Suite 1, Placerville, California 95667, and they are available to any interested party on request.

3.5.4 Certified Payroll: As required under the provisions of Labor Code Section 1776 Contractor and subcontractors shall keep accurate payroll records:

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 by him or her in connection with the 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 the Contractor as follows:
  - a. Make available or furnish to the employee or his or her authorized representative on request.
  - b. Make available for inspection or furnished upon request to a representative of the Owner, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the 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 the Owner, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the 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 the Contractor.

**3.5.5 Discrimination In Employment:** No discrimination shall occur in the employment of persons upon the Work because of race, color, sex, national origin, or ancestry or religion of such persons.

**3.5.6 Convict-Made Materials:** Except as may be provided by law, the Contractor agrees that no materials manufactured or produced in a penal or correctional institution shall be incorporated in the construction under this Contract.

### **3.6 TAXES**

**3.6.1 Contractor Pays Taxes:** The Contractor and subcontractors shall pay all local, state, and federal taxes upon labor or materials involved in their branch of the Work, cost of same to be included in the Contract price.

### **3.7 COMPLIANCE WITH LAW AND LOCAL REQUIREMENTS**

**3.7.1 Regulations:** The Contractor and all subcontractors shall conform to and abide by all city, county, and state laws, ordinances, rules, and regulations, as the same pertain to the Work contemplated by said Plans and Specifications.

**3.7.2 Permits, Licenses, and Fees:** The County shall procure and pay for all permits and inspection fees that may be required to commence, carry on, and complete the Contract. Contractor shall be responsible for all applicable license fees.

**3.7.3 Patent Rights, Copyrights, Trade Names, and Royalties:** The Contractor shall indemnify and save harmless the Owner and all persons acting under him for all liability on account of any patent rights, copyrights, or trade names which may affect the articles or materials or their application under the specifications. The Contractor shall pay all royalties, or other charges that may arise, due to methods, types of construction, processes, materials or use of equipment, and shall hold the Owner harmless from any charges whatsoever which may arise, and shall furnish written assurance, satisfactory to the Owner, that such charges have been paid.

### **3.8 GUARANTEE**

**3.8.1 Final Guarantee:** The Contractor shall guarantee all materials and equipment furnished and work performed for a period of 1 year. Contractor warrants and guarantees for a period of one year from the date of Notice of Substantial Completion 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. Owner 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, Owner may do so and charge Contractor the cost thereby incurred.

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

### **3.9 WARRANTY**

**3.9.1 Contract Warranty:** The Contractor warrants to the Owner 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.

### **3.10 INDEMNIFICATION**

**3.10.1 Owner Not Liable for Damages:** The Owner or its authorized representative shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to said Work, or part thereof, or in or about the same during its construction and before acceptance and the said Contractor shall assume all liabilities of every kind or nature arising from said Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the Owner and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the Owner, its officers, agents and employees.

**3.10.2 Owner Not Liable for Debts:** Indebtedness incurred for any cause in connection with this Work must be paid by the Contractor, and the Owner is hereby relieved at all times from any indebtedness or claim other than the Contract price.

**3.10.3 Indemnity:** To the fullest extent allowed by law, Contractor shall indemnify and defend the County against and hold it harmless from any and all claims, demands, suits, actions and liabilities for any and all loss, damage and liability for damages, including attorneys' fees and other costs of defense incurred by County, whether for damage to or loss of property, or injury to or death of person, including the property of County and/or injury to or death of County's officers, agents and employees, or economic or consequential loss which shall in any way arise out of or be connected with Contractor' s operations hereunder, unless such damage, loss, injury or death shall be caused by the sole or active negligence of County, or willful misconduct of County, where expressly provided by statute.

**3.10.4 Environmental Indemnification:** To the fullest extent allowed by law, from and after



recording of Notice of Completion, Contractor shall indemnify, defend, and save harmless Owner from all losses or damages resulting from injury to or death of any person and damage to property, and any fine, which is occasioned by or arises out of any breach of Environmental and Toxics Warranty, representations, or covenants of Contractor under this Contract. Contractor further agrees to indemnify and hold harmless Owner, its officers, employees, and agents, from and against any and all liability as follows:

1. Including all foreseeable and all unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials in any location by Contractor, and
2. Including, without limitation, the cost of any required or necessary repair, cleanup, or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following filing of the Notice of Substantial Completion to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the Project prior to filing of the Notice of Substantial Completion. Contractor's obligations pursuant to the foregoing indemnity shall survive the filing of Notice of Completion of the Project.
3. This agreement as to indemnity and reimbursement as above set forth to be undertaken by the Contractor shall survive the performance of the remainder of said Contract and shall remain in full force and effect notwithstanding such performance.
4. The foregoing duties of indemnity shall not apply to loss, damage, expense, or liability caused solely by the active negligence of the Owner or the Owner's agents, servants or independent contractors.

### **3.11 WORK REQUIREMENTS**

**3.11.1 Conduct of Work:** The Contractor shall confine the storage of his equipment and materials to limits as designated. He shall at all times exercise due caution and provide all necessary barricades and other safety equipment around the Work to protect the general public from injury to person and property during the entire time of performance of the Work. The Contractor shall not create excessive dust or noise.

**3.11.2 Maintenance of Site:** Strict prohibition against committing nuisances in or about the Work shall be maintained, and the Contractor shall not in any way obstruct or interfere with movements of traffic on any public highway or public right of way without first obtaining the necessary approval of the proper public agency.

**3.11.3 Clean Up of Site:** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project waste

materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

#### 3.11.4 Cutting and Patching:

1. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

### **3.12 SUBCONTRACTORS**

3.12.1 Contractor Responsible for Subcontractor's Acts: Contractor shall be fully responsible to Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

3.12.2 Contractor's Subcontract: Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind subcontractors to Contractor by the terms of the Contract Documents insofar as applicable to the Work of subcontractors and to give Contractor the same power as regards terminating any subcontract that Owner may exercise over Contractor under any provisions of the Contract Documents. The percentage of retention withheld from any subcontractor by the Contractor shall not exceed the percentage of retention withheld from the Contractor as provided herein.

### **3.13 SUPERINTENDENT**

3.13.1 Work Superintendent: The Contractor will employ and maintain on the worksite a qualified supervisor or Superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Superintendent shall have full authority to act on behalf of the Contractor, and all communications given to the Superintendent shall be as binding as if given to the Contractor. The Superintendent shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

### **3.14 LABOR AND MATERIALS**

**3.14.1 Skilled Labor:** All labor must be especially skilled for each kind of work, and must be thorough and first class in all respects. Any person whom the Inspector or Owner may deem incompetent or disorderly shall be promptly discharged from the Project and not re-employed.

**3.14.2 Quality of Materials:** All materials used on this Contract shall be new and the best market quality, unless specified or shown otherwise. All Work executed under this Contract shall be done in the best, most thorough, substantial and workmanlike manner and without flaws. All materials and labor shall be subject to the approval of the Inspector as to its quality and fitness, and shall be immediately removed if it does not meet with his approval. The Inspector may refuse to issue the certificate or payment until all defective materials or work have been removed and other material of proper quality substituted therefor. All removal and replacement with same shall be done at the Contractor's expense. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

## **Article 4**

### **ADMINISTRATION OF CONTRACT**

#### **4.1 ADMINISTRATION OF CONTRACT**

**4.1.1 Contract Communications:** Unless otherwise provided in the Contract or when direct communications have specifically been authorized, all parties shall communicate through the Owner's Representative or the Inspector if the Owner so directs. Communications by and with the subcontractors and material suppliers shall be through the Contractor. Communications by Contractor to separate contractors, engineer, or engineer shall be through the Owner's Representative.

**4.1.2 Control of Work:** The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Owner's Representative or the Inspector will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Owner's Representative or the Inspector will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

**4.1.3 Recommendation for Payments:** Based on his or her observations and evaluations of the Contractor's Applications for Payment, the Owner's Representative will review amounts due the Contractor and will recommend to Owner, payments to Contractor as set forth in the

section 6.4.

4.1.4 Inspector's Authority: The Inspector will have the authority to stop work whenever necessary to ensure a proper execution of the Work. The Inspector will also have authority to reject Work which does not conform to the Contract Documents. Whenever the Inspector considers it necessary or advisable for implementation of the intent of the Contract Documents, the Inspector will have authority to require additional inspection or testing of the Work in accordance with the following section whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Inspector nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Inspector to the Contractor, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work. In the event an Inspector is not appointed by the Owner, the Owner's Representative shall have the authority set forth herein.

## **4.2 INSPECTION AND TESTING**

4.2.1 Advance Notice: Contractor shall notify Owner's Representative and Inspector 24 hours prior to any day in which Contractor will 1) require an inspection of any portion of the Work, and 2) work in excess of 8 hours or any time Contractor intends to work weekends. Any work not performed subject to inspection will not be accepted and will be rejected and/ or ordered removed by Owner, or Inspector.

4.2.2 Access to Work: The Owner's Representative, the Engineer, and the Inspector will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State Agency shall be permitted to inspect all Work, materials, payrolls, records on personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

4.2.3 Costs of Tests: The Owner shall bear all costs related to testing for conformance of the Work to the Contract requirements. However, if the Contractor has called for any testing, and that test fails, subsequent tests, and all related costs, shall be borne by the Contractor.

4.2.4 Preparation of Change Directives/Orders: The Owner's Representative or the Inspector, if one is appointed, will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in the article entitled CHANGES IN WORK.

## **4.3 CLAIMS**

4.3.1 Concealed or Unforeseen Conditions: It is understood by both parties that Contractor has made a precontract investigation of the site. All concealed, unforeseen, or materially

differing conditions are the responsibility of the Contractor in the absence of an actual material, intentional misrepresentation by the Owner as to the conditions on the site. Owner may have made available to Contractor information on conditions that may be encountered on the site. But such information is for the exclusive use of the Owner, and Owner does not make any representations as to the completeness or the accuracy of the information made available. Contractor shall give written notice of any conditions encountered at the site which are unforeseen, concealed, or materially different from those set forth in the Plans or Specifications, or ordinarily encountered and generally recognized as inherent in the Work. Such written notice shall be given within 5 days of his discovery of any such facts.

#### 4.3.2 Notice of Discovery of Hazardous Waste or Unusual Conditions:

1. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner in writing, in the event the Contractor encounters, after excavating to a depth of greater than four (4) feet, any of the following:
  - a. **Material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.**
  - b. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
2. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work shall issue a change order under the procedures described herein.
3. In the event a dispute arises between the Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for in the contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Contractor and the Owner.

4.3.3 Time Limits on Claims: Claims by Contractor must be made within 21 calendar-days after occurrence of the event giving rise to such Claim, except that claims made due to delay or hindrances which Contractor claims was caused by Owner shall be made within 10 calendar-days after occurrence of the event giving rise to such Claim. Claims must be made by written notice. Failure to make such claim in writing in the time set forth herein

shall bar Contractor from recourse for such claim. All claims must be filed on or before the payment date of Final Payment.

#### 4.3.4 Claims for Additional Costs:

1. If Contractor wishes to make a Claim for an increase in the Contract Price, he shall give the Owner written notice thereof within the time set forth in Paragraph 4.3.3. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall, as soon as possible, advise Owner of his intent to do the Work.
2. Increases in Contract Price due to Claims shall be calculated based on the Cost Reimbursement method detailed in Paragraph 5.4.1.3.
3. Under no circumstances shall Contractor recover any administrative overhead costs or recover on the basis of any "Home Office" damages formula, "Total Cost" recovery formula, or any other such formula.

#### 4.3.5 Claims for Additional Time:

1. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate probable effect of delay on progress of the Work.
2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.
3. The Owner shall not be liable for any damages on account of any reasonable delay or hindrance of the Owner. However, Contractor shall be entitled to an extension of time for any delay or hindrance caused by the Owner. Any delay or hindrance by Owner which is unreasonable and not within the contemplation of the parties may subject Owner to a claim for damages. Contractor shall make any claims in writing within the time set forth in Paragraph 4.3.3., for any unreasonable delay or hindrance caused by Owner, and specifying the cause thereof as required in paragraph "Submittal of Claims".

4.3.6 Submittal of Claims: Any disputes relating to this Contract, or its breach, which is not disposed of by agreement shall be promptly submitted as a claim to the Owner's Representative who shall issue a written response on the dispute. Claims shall be submitted by the Contractor to the Owner's Representative with adequate supporting data and include a demand for the Owner's Representative's decision. Adequate supporting data shall include,

but is not limited to, a statement of the reasons for the asserted entitlement, the certified payroll, invoice for material and equipment rental, and an itemized breakdown of any adjustment sought.

**4.3.7 Submission Under Penalty of Perjury:** The Contractor shall certify, at the time of submission of a claim, as follows:

"I certify under penalty of perjury under the laws of the State of California, that the claim is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which the Owner is liable.

By: \_\_\_\_\_  
Contractor's signature

#### **4.4 DISPUTES RESOLUTION**

**4.4.1 Continue Work During Dispute:** In the event of any dispute between the Owner and the Contractor, the Contractor will not stop Work but will prosecute the work diligently to completion in the manner directed by the Owner, and the dispute shall be resolved as set forth herein after completion of the Work. However, all disputes must be submitted by Contractor in accordance with the subsequent provisions of this section.

**4.4.2 Requirements for Filing a Claim:** For any claim subject to this Article, the following requirements apply: the claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by this contract for the filing of claims.

1. For claims of less than fifty thousand dollars (\$50,000), the Owner shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claims or relating to defenses or claims the Owner may have against the Contractor, any additional documentation supporting the claim or relating to defenses to the claim the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time not greater than that taken by the Contractor in producing the additional information, whichever is greater.

2. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to the defenses or claims the Owner may have against the Contractor.

If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner and the Contractor.

The Owner's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days of receipt of the further documentation, or a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3. If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
4. If following the meet and confer conference the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code, and in accordance with Section 20104.2 of the Public Contract Code.

**4.4.3 Owner's Review of Claim:** The Owner's Representative shall review the facts pertinent to the claim, secure assistance from legal and other advisors, coordinate with the contract administrators, and promptly provide a written response. The response shall be furnished to the Contractor by certified mail, return receipt requested, or any other method that provides evidence of receipt. The Owner's Representatives' response is final, and may not be appealed to the Board of Supervisors.

**4.4.4 Claims Exempt from Review:** The procedures and remedies provided in this Section 4.4 do not apply to:

1. Any claims by the Owner.
2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury



or death.

3. Any claim or dispute relating to stop payment requests or stop notices.
4. Any claim related to the approval, refusal to approve, or substitution of subcontractors, regardless of tier, and suppliers.

4.4.5 Suit in El Dorado County Only: Any litigation arising out of this Contract shall be brought in El Dorado County.

4.4.6 Payment of Undisputed Portion of Claim: Payment by Owner of undisputed portion of claim; interest on arbitration award or judgement.

1. Owner shall pay Contractor such portion of a claim which is undisputed except as otherwise provided in the contract.

In any suit filed pursuant to Public Contract Code section 20104.4, the provisions of section 20104.6 shall apply.

## **Article 5**

### **CHANGES IN WORK**

#### **5.1 WAIVER**

5.1.1 Waivers of Contract Provisions: It is expressly understood and agreed that no waiver granted by the Inspector or the Owner of any term, provision, or covenant of this Contract shall constitute a precedent for breach of the same or any other terms, provisions, or covenants of this Contract.

#### **5.2 CHANGES**

5.2.1 Owner May Order Changes in Work: The Contractor agrees that the Owner, without invalidating the Contract, may order changes in Work by altering, adding to, or deducting from the Work, the Contract Amount and Time being adjusted according to the provisions of Section 5.4 and Section 5.5. Contractor agrees to enter into a modification of his original Contract for such changes.

5.2.2 Cost Proposals: Upon request of the Owner for a quotation on the change to the Work, the Contractor shall promptly submit to Owner's Representative, and the Inspector, if one is appointed, in writing a detailed breakdown of the work and of the amount of deduction or addition claimed. In no case shall Cost Proposals be provided later than 30 calendar days from the date requested. The Owner's request for quotations on alterations to the Work shall not be considered authorization to proceed with the work prior to issuance of a Change

Order, nor shall such request justify any delay in existing work. If Contractor fails to provide Cost Proposals within 30 calendar days, Owner may prepare the Cost Proposal based on estimates of labor, materials, and equipment. This proposal, prepared by Owner, shall be binding on the Contractor, will become the basis for Contract Price adjustment, and shall not be subject to dispute or claim.

5.2.3 Contract Change Instrument: Changes in work involving a change in Contract Price or Contract Time shall be done only pursuant to a Field Order, Change Order, or Construction Change Directive as set forth below in this article.

5.2.4 Changes Shall Conform to Contract: Changes in work shall be performed in conformance with applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless otherwise provided in the Field Order, Change Order, or Change Directive.

### **5.3 CONTRACT CHANGE INSTRUMENTS**

5.3.1 Engineer' s Supplemental Instructions (ASI): The Owner's Representative or the Engineer may order minor changes in work by use of a Engineer' s Supplemental Instruction. These minor changes will involve neither changes in the Contract Price or Contract Time. If the Contractor disagrees that the change does not involve a change in cost or time, then a Change Order or Change Directive shall be used.

5.3.2 Change Order (CO): The Change Order shall be used in cases where Owner and Contractor agree on the change in work, the amount of or method of computing the Contract Amount, and the amount of adjustment in Contract Time.

5.3.3 Construction Change Directive (CCD): In the event that the Owner and Contractor do not agree on the proposed change in work, and/or the proposed adjustment of Contract Price and Time, or in the event it is essential that the Contractor proceed expeditiously and without delay, then Owner may, by issuance of a Construction Change Directive, order changes in work, and the Contractor shall promptly proceed with the change in work involved.

1. **Acceptance of Change Directive:** If Contractor agrees with the Change Directive, the Contractor shall by his signature thereon, indicate his acceptance of the terms of the Directive, including adjustments to price and time, and the Change Directive shall then be followed by a Change Order.
2. **Non-Acceptance of Change Directive:** If the Contractor disagrees with the method of computing an increase in Contract Price, then the amount of adjustment shall be computed by the Cost Reimbursement method detailed in Basis for Adjustment. Disagreements with amounts or credits, under the Cost Reimbursement method, or time, shall be considered a dispute, and processed under the section on Disputes Resolution.

## 5.4 BASIS OF ADJUSTMENT

**5.4.1 Methods of Adjustment:** The amount of adjustments to Contract Price, whether a credit or payment, shall be computed by one of the methods detailed below. The method used shall be at the sole determination of the Owner.

1. **Unit Prices:** Those prices stipulated in the Bid Proposal shall be utilized where they are applicable. In the event the change in original quantity is in excess of 25 percent of the original bid quantity, and the total dollar value of that bid is significant, the Owner shall review the unit price to determine if a new unit price shall be renegotiated. Unit prices for new items shall be negotiated and mutually agreed upon.
2. **Lump Sum:** A total lump sum for the Work negotiated and mutually acceptable to the Contractor and Owner. Lump sum quotations for modifications to the Work shall include substantiating documentation with an itemized breakdown of Contractor's and subcontractor's costs, including labor, materials, rentals, approved services, overhead, and profit all calculated as specified in the Cost Reimbursement method which follows.
3. **Cost Reimbursement (Extra Work):** In this method, the payment for Extra Work shall be made on a time and expense basis that is on an accounting of the Contractor's forces, materials, equipment, and other items of cost as required and used to do the Work. Payment will be made for the documented actual cost of the following:
  - a. Costs of direct labor, excluding supervisory personnel, including social security, old age and unemployment insurance, fringe benefits required by agreement, labor insurance and labor taxes established by law,
  - b. Costs of materials, supplies, and equipment, including cost of transportation and sales tax, whether incorporated if paid for by the Contractor or his subcontractor,
  - c. Rental costs, prevailing in the area, of machinery and equipment for the actual time used, and including transportation costs for items having value in excess of \$100,
  - d. Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work,

To the above cost the Contractor shall be allowed a markup of 20 percent on direct labor charges and 15 percent for all other cost items. When any or all of the Extra Work is done by one of the Contractor's subcontractors, the markups set forth above shall be applied to the

subcontractor's actual costs to which a 5 percent markup shall be allowed the Contractor. These markups shall be considered to be full compensation, covering the cost of general supervision, administration, overhead, profit, and any and all other general expenses, including, but not limited to, uniforms, hand tools, safety equipment, travel and lodging.

5.4.1.1 If the Contractor should claim that any instruction, request, drawing, specification, action, conditions, omission, default or other situation including a Change Order, obligates the Owner to pay additional compensation to the Contractor or to grant an extension of time for the completion of the Contract, or constitutes a waiver of any provision of the Contract, Contractor shall notify the Owner, in writing, of such claim within 20 days from the date the Contractor has actual or constructive notice of the factual basis supporting the claim. The Contractor's failure to notify the Owner within such 20 day period shall be deemed a waiver and relinquishment of the claim against the Owner. If such notice be given within the specified time, the procedure for its consideration shall be stated hereinbefore.

## **5.5 EXTENSION OF TIME FOR COMPLETION**

5.5.1 Contractor Delayed or Hindered: Should the Contractor be delayed or hindered in the completion of the Work by the neglect of the Owner, or by fire, by strikes, lockouts, embargoes or earthquakes, and any other causes the Inspector approves as not having been reasonably foreseeable at the time of execution of the Contract Documents, then the time allowance herein fixed for the completion of the Work shall be extended for a period equivalent to the time lost by reason of any or all of the causes aforesaid. Time extensions must be requested in accordance with Section 4.3.

5.5.2 Agreement on Time Extension: In addition, the Contractor and the Owner reserve the right to mutually agree in writing upon an extension of time for completion for causes other than enumerated above.

5.5.3 Time Extension Not Waiver: The granting of an extension of time by the Owner for performance by the Contractor shall not operate as a waiver or stop the Owner from claiming damages due to any other delays, prior or subsequent, which were not approved by the Owner as provided herein.

## **Article 6**

### **PAYMENTS AND COMPLETION**

#### **6.1 GENERAL**

6.1.1 Contract Price: The Contract Price is stated in the Contract is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

6.1.2 Waiver: Neither the acceptance of the Work by the Owner nor the payment of any part or all of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or Surety under this Contract or otherwise.

6.1.3 Manner of Paying Warrants: Payment become due under the terms of this Contract in the manner prescribed by law. The Auditor shall cause a warrant for the Certified amount to be drawn upon the proper fund of the Treasurer of the Owner, which warrant shall be approved and issued to Contractor within that period of time customarily required to process said warrants in the ordinary course of Owner' s business.

## **6.2 APPLICATIONS FOR PAYMENT**

6.2.1 Submittal of Applications: Every thirty (30) days, the Contractor shall submit to the Owner's Representative an itemized Application for Payment for work completed to date. Such application shall be supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from subcontractors and material suppliers.

6.2.2 Schedule of Values: Before the first Application for Payment, the Contractor shall submit to the Owner's Representative a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, upon approval by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

6.2.3 Basis for Payment: Each Application for Payment shall be based upon the Schedule of Values submitted pursuant to section 6.2.2. Applications shall indicate the percentage of completion of each major category of the Work as identified in the Schedule of Values as of the end of the month covered by the Application.

6.2.3 Work Free of Liens: The Contractor warrants that upon submittal of an Application for Payment, all work for which Certificates for Payment have been previously issued and payments received from the Owner shall be free and clear of liens, claims, security interests, or encumbrances against Contractor by subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment in relation to the Work.

## **6.3 CERTIFICATION FOR PAYMENT**

6.3.1 Certification Determination: The Owner's Representative will, within 7 days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certification for Payment, with a copy to the Contractor, for such amount as determined to be properly due, or notify the Contractor of the reasons for withholding certification in whole or in part as provided in section 6.4.1.

**6.3.2** The Owner shall pay or cause to be paid to Contractor, an amount equal to ninety percent (90%) of the amount set forth in the approved Certificate for Payment within thirty (30) days of receipt of an Application for Payment approved by the Owner's representative as provided for in Paragraph 6.3.1 above, and shall retain the remaining ten percent (10%) until the time provided for in section 6.6.4. The Owner shall withhold amounts pursuant to stop notices received in addition to the retainage. Failure of Owner to make payments provided herein in a timely manner shall not constitute a default by the Owner of the Contract, but may entitle the Contractor to interest as provided by law.

## **6.4 WITHHOLDING FROM PAYMENTS**

**6.4.1 Reasons for Withholding:** The Owner, upon recommendation of the Inspector, may withhold payments, or on account of subsequently discovered evidence nullify the whole or a part of any progress or retention payments to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work or material not remedied or replaced.
2. The filing of claims or Stop Notices to withhold, or reasonable evidence indicating probable filing of such claims or notices.
3. Failure of the Contractor to make payments properly to subcontractors, or for materials or labor.
4. Failure to make payments to any person or entity for financial obligations of the Contractor under terms of this Contract.
5. A reasonable doubt that the Contract can be completed for the balance then unpaid.
6. Damage to another contractor.
7. Performance of work in violation of the terms of the Contract Documents.
8. Excessive costs to Owner.
9. Failure of Contractor to comply with requirements for timely submittal of specified documentation, including but not limited to construction schedules, cost proposals, and submittals.

**6.4.2 Release of Payment:** When the above grounds for withholding are removed, payment shall be made for amounts withheld because of them.

## **6.5 SUBSTITUTE SECURITIES FOR 10 PERCENT RETENTION**

**6.5.1 Escrow Account Requirements:** The Contractor may at his request and expense, in lieu of the retention withheld by the Owner as provided herein, deposit securities equivalent to the amount withheld with a State or Federally chartered bank as an escrow agent. Securities eligible are those listed in California Government Code Section 16430, or bank or savings and loan certificates of deposit. The terms and conditions of the escrow shall be as set forth in Government Code Section 22300.

## **6.6 FINAL COMPLETION AND PAYMENT OF RETAINAGE**

**6.6.1 Affidavit of Payment:** After the date of Substantial Completion of the Work, and before final acceptance of the Work, the Contractor shall file with the Owner his affidavit, sworn to before a Notary Public, stating that all workmen and persons employed, all firms supplying materials, and all subcontractors upon the project for either labor or material have been paid in full, except certain items, if any, to be set forth in such affidavit covering disputed claims, including claims for acceleration, disruption, delays, inefficiencies, and hindrance, or items in connection with which Stop Notices have been filed under the provisions of the Statutes of the State of California. The filing of such affidavit by the Contractor shall be one of the prerequisites to the making, by the Owner, of the 10 percent retainage payment on the Contract.

**6.6.2 Final Inspection:** Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection and, when the Owner's Representative finds the work acceptable under the Contract Documents and the Contract fully performed, the Owner's Representative will promptly recommend to Owner that Owner may consider the Project complete and that Payment of Retainage may be made.

**6.6.3 Final Certification:** Before issuance of final payment, Contractor shall file, with Owner, a certificate in which he certifies that to the best of the Contractor's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents.

**6.6.4 Payment of Retention:** Thirty-five days after the notice of completion has been filed, provided the Work be fully completed and the Contract fully performed, the balance due under the Contract shall be paid, less any monies held for stop notices. These payments shall not be construed as an absolute acceptance of the work done up to the time of such payments. The Contractor, if requested by the Owner, shall furnish receipts or other vouchers showing his payments for materials and labor. Owner may withhold from final payment an amount not to exceed 150 percent of any amount in dispute.

**6.6.5 Notice of Completion:** The Work shall be accepted in writing in the form of a Notice of Completion when the whole shall have been completed satisfactorily to the Owner. In judging the Work, no allowance for deviations from the original Specifications will be made

unless already approved in writing at the proper times and in the manner as called for herein. The Notice of Completion shall be recorded.

## **Article 7**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **7.1 PROTECTION OF WORK, PROPERTY, AND PERSONS**

**7.1.1 Responsible for Damage to Owner's Property:** The Contractor shall be entirely responsible for any damage to the property of the Owner due to careless handling of tools and/or materials or other causes attributed to the Contractor's Work in performing this Contract.

**7.1.2 Responsible for Safety:** The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

**7.1.3 Safety and Convenience:** The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify owners of adjacent utilities when prosecution of the Work may affect them.

**7.1.4 Remedy Damages:** The Contractor will remedy all damage, injury, or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone of whose acts any of them would be liable, except damage or loss attributable to the sole or active negligence of the Owner or the Inspector or anyone employed by them and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

**7.1.5 Protection of Workers in Trenches:** As required by Section 6705 of the California Labor Code, and in addition thereto, whenever work under the Contract involves the excavation of any trench or trenches 5 feet or more in depth, Contractor shall submit for acceptance by the Owner or by a registered civil or structural engineer, employed by the Owner, to whom authority to accept has been delegated, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, or such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by



a registered civil or structural engineer employed by the Contractor, and all costs therefor shall be included in the price named in the Contract for completion of the work as set forth in the Contract Documents. Nothing in this section shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose tort liability on the Owner, the Engineer, nor any of their officers, agents, representatives, or employees.

## **Article 8**

### **INSURANCE AND BONDS**

#### **8.1 INSURANCE**

8.1.1 Copies of Insurance Policies: Before commencing any work under the Contract, the Contractor shall obtain insurance policies, as specified below. Each of the insurance policies shall be issued by a company or companies duly and legally licensed to transact business in the State of California. They shall be issued at the expense of the Contractor and shall be maintained by him and at his expense during the entire life of the Contract.

8.1.2 Co-Insured: The Contractor and all subcontractors shall be named or designated in such capacity as insured jointly, or additionally, with the Owner in all policies, all of which shall be open to the Owner's inspection. Certificates of such insurance shall be filed with the Owner. If the Contractor fails to effect or maintain insurance as above and so notifies the Owner, the Owner may insure its own interest and that of the subcontractors and charge the cost thereof to the Contractor. If the Owner is damaged by failure of the Contractor to maintain such insurance or to so notify the Owner, the Owner may recover such damages.

8.1.3 Types of Coverage: The Contractor shall provide proof of a policy of insurance satisfactory to El Dorado County Risk Management and documentation evidencing that the Contractor maintains insurance that meets the following requirements:

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.
2. Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) 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.
3. Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the contract.

4. In the event Contractor is a licensed professional and is performing professional services under this contract, professional liability is required with a limit of liability of not less than One Million Dollars (\$1,000,000) per occurrence.
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purposes of this contract XCU coverage is not required.

**PROOF OF INSURANCE REQUIREMENTS:**

- A. Contractor shall furnish proof of coverage satisfactory to the El Dorado County Risk Manager as evidence that the insurance required herein is being maintained. The insurance will be issued by an insurance company acceptable to the Risk Manager, or be provided through partial or total self-insurance likewise acceptable to the Risk Manager.
- B. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this agreement are concerned. This provision shall apply to all liability policies except Workers' Compensation and professional liability insurance policies. Proof that the County is named additional insured shall be made by providing the Risk Manager with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming the County additional insured.
- C. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Agreement.
- D. Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**INSURANCE NOTIFICATION REQUIREMENTS:**

- A. The insurance required herein shall provide that no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado at the office

of the General Services Department, 360 Fair Lane, Placerville, CA 95667.

- B. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year (for an occurrence policy) or three (3) years (for a claims made policy). New certificates of insurance are subject to the approval of the Risk Manager.

**ADDITIONAL STANDARDS:** Certificate shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with the Risk Manager, as essential for protection of the 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 coverage provided to the County, its officers, officials, employees or volunteers.

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

**PREMIUM PAYMENTS:** The insurance companies shall have no recourse against the County of El Dorado its officers, agents, employees 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.

## **8.2 BONDS**

**8.2.1 General Requirements for Bonds:** Before commencing any Work under the Contract, the Contractor shall file two of each bond with the Owner. These bonds shall be in the amounts and for the purposes specified below. They shall be Surety bonds and shall be issued by corporations duly and legally licensed and qualified to transact business in the State of California. They shall be maintained by him and at his expense during the entire life of the Contract or later as provided.

**8.2.2 Performance Bond:** One bond shall be in the amount of 100 percent of the Contract price, and shall guarantee the faithful performance of the Contract and shall insure the Owner during the life of the Contract and the Guarantee period. The Contractor may provide, subject to approval by the Owner, a separate guarantee bond upon completion of and acceptance of the work.

**8.2.3 Payment Bond:** One bond shall be in the amount of 100 percent of the Contract price, and shall guarantee the payment in full of all claims for labor and materials in accordance with the provisions of the laws of the State of California.

**8.2.4 Change of Surety:** If, at any time a Surety on such bonds becomes irresponsible or loses its right to do business in the State of California, the Owner may require another Surety which the Contractor shall furnish within 10 calendar days after receipt of written notice to do so. Evidence of authority of an attorney-in-fact acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bonds. The form of the bonds shall be subject to approval by the Owner.

## **Article 9**

### **UNCOVERING AND CORRECTION OF WORK**

#### **9.1 DEVIATION FROM SPECIFICATIONS**

**9.1.1 Improper Work:** If the Contractor shall vary from the Specifications in the form or quality of the Work, or the amount or value of the materials herein provided for, the Owner shall have the right to order such improper work or materials removed, remade, or replaced. In the event that the Work is ordered changed, any other work disturbed or damaged by such alteration shall be made good at the Contractor's expense.

#### **9.2 CORRECTION OF WORK**

**9.2.1 Covered or Completed Work:** If any work is covered contrary to the written instructions of the Owner's Representative, or the Inspector, if one is appointed, it must, if requested, be uncovered for observation and replaced at the Contractor's expense.

**9.2.2 Inspection of Covered Work:** If the Owner's Representative or the Inspector, if one is appointed, considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, upon request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Inspector may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction; if, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and construction, and an appropriate Change Order shall be issued.

**9.2.3 Rejected Work:** The Contractor shall promptly remove from the premises all Work rejected by Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and reexecute the work either during the term of the Contract or during the warranty period, in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

**9.2.4 Cost of Correction:** All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such rejected Work within 10 days after receipt of written notice, the Owner may remove such Work and store the materials at the expense of the Contractor. Owner also may perform such Work or repairs itself and charge the expense to the Contractor.

**9.2.5 Correction During Guarantee Period:** If, within 1 year after the date of substantial completion of the Work or designated portion thereof, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so. This period of 1 year shall be extended with respect to portions of Work first performed after substantial completion by the period of time between substantial completion and the actual performance of the Work. This obligation under this subparagraph shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

## **Article 10**

### **TERMINATION OR SUSPENSION OF CONTRACT**

## **10.1 TERMINATION BY OWNER FOR CONVENIENCE**

**10.1.1 Right to Terminate:** The Owner reserves the right to terminate the Contract at any time upon determination by the Owner's Representative that termination of the Contract is in the best interest of the Owner. Owner shall issue the Contractor a written notice specifying that the Contract is to be terminated.

**10.1.2 Contractor's Duties:** Upon receipt of said written notice, Contractor shall stop all work under the Contract except that specifically directed to be completed prior to acceptance, perform Work the Inspector deems necessary to secure the project for termination, remove equipment and plant from the site of work, take such action as is necessary to protect materials from damage, dispose of materials not yet used in the Work as directed by the Owner, and clean up the site.

**10.1.3 Payment for Work:** If the Contract is terminated for Owner's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of Owner, 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 Owner, and without profit, for all work performed to secure the project for termination.

## **10.2 TERMINATION BY OWNER FOR CAUSE**

**10.2.1 Written Termination Notice:** If the Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for the 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 or for labor, materials, or equipment, or disregards the authority of the Owner's Representative, or the Inspector, if one is appointed, or otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and its Surety a minimum of 10 days from delivery of a written termination notice, terminate the services of the Contractor and take equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

**10.2.2 Notice to Work or Quit:** Without prejudice to other rights or remedies the Owner may have, if the 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 the Owner's interest, or, if the Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon the Contractor and the Surety

on its faithful performance bond demanding satisfactory compliance with the Contract.

1. If the Contractor or its Surety does not comply with such notice within 5 days after receiving it, or after starting to comply, fails to continue, the Owner may exclude it from the premises and take possession of all material and equipment, and complete the Work by Owner's forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

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

1. 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 the Contractor. If the sums under the Contract are insufficient for completion, the Contractor or Surety shall pay to the Owner within 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 the Contractor and its Surety and may be deducted from any money due or becoming due from the Owner.
2. If the Surety assumes any part of the Work, it shall take the Contractor's place in all respect for that part and shall be paid by the Owner for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due the Contractor at the time of its default shall be payable to the Surety as the work progressed, subject to the terms of the Contract.
3. The provisions of the section shall be in addition to all other rights and remedies available to the Owner under law.

10.2.4 Rights and Obligations of Parties: If after notice of termination under Paragraph 10.2.2, it is determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the provisions of Section 10.1, Termination by Owner for Convenience. The Contract shall be equitably adjusted to compensate for such termination in accordance with Section 10.1.

### **10.3 SUSPENSION OF WORK**

10.3.1 Owner May Suspend: The Owner may suspend the Work or any portion thereof for a period of not more than 90 days or such further time as agreed upon by the Contractor, by

written notice to the Contractor and the Inspector which shall fix the date on which work shall be resumed.

10.3.2 Resumption of Work: The Contractor shall resume that Work on the dates so fixed. The Contractor shall be allowed an increase in the Contract price or an extension of the Contract time, or both, directly attributed to any suspension.

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**EL DORADO TRAIL EASTERN EXTENSION  
PARKWAY DRIVE TO LOS TRAMPAS DRIVE  
PROJECT #'s 04-05, 04-06A, 04-06B, 07-05**

**TECHNICAL  
SPECIFICATIONS**

**EL DORADO COUNTY  
GENERAL SERVICES DEPARTMENT**

**EL DORADO TRAIL EASTERN EXTENSION  
PARKWAY DRIVE TO LOS TRAMPAS DRIVE  
PROJECT #' s 04-05, 04-06A, 04-06B, 07-05  
BID # GS 07-001**

**TECHNICAL SPECIFICATIONS**

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## **SECTION 01010**

### **SUMMARY OF WORK**

#### **PART 1 – GENERAL**

**1.01 PROJECT LOCATION:** El Dorado Trail Eastern Extension  
Parkway Drive to Los Trampas Drive  
El Dorado County

#### **1.02 SCOPE OF WORK**

A. All materials, equipment, and labor required for the construction of a Class I Bike Path on the El Dorado Trail within the old Michigan-California railroad right-of-way located between Parkway Drive and Los Trampas Drive in El Dorado County in accordance with the Contract, Plans and the Specifications (Contract Documents) therefore on file in the office of the General Services Department, Airports, Parks, and Grounds Division, located at 3000 Fairlane Court, Suite 1, Placerville, CA 95667.

Work to include, at a minimum:

1. Preparation and implementation of a stormwater prevention plan, clearing and grubbing, excavation, placement of rock slope protection, drainage improvements, construction of an A.C. pathway, installation of barrier posts, fencing, cable railing, signing and striping.
2. All work and materials shall comply with the latest industry building codes and regulations including the Americans with Disabilities Act Accessibility Guidelines.

#### **1.03 OWNER OCCUPANCY**

- A. If a portion of the permanent construction has been satisfactorily completed and this portion will be immediately useful for the Owner to occupy, use, or gain access to other parts of the complex, the Owner may, by written notice, advise the contractor that he accepts such portion of work.
- B. Action by Owner will in no way affect obligation of the Contractor under terms and provisions of contract with respect to work not completed and accepted.

#### **1.04 CONTRACTOR USE OF PREMISES**

- A. Owner or Owner's representative shall designate access area to the project site, areas for construction personnel parking and for material and equipment storage as well as locations of temporary office and other construction building.

- B. Carry out work in a manner which allows continuous operation of necessary functions of existing parking areas and buildings.

#### **1.05 LABOR AND MATERIALS**

- A. Provide complete materials and labor for proper execution and completion of work.
- B. Provide order and enforce strict discipline among employees and do not employ a person unskilled or unfit in task assigned to him.
- C. Provide completion of work items in proper sequence and order so that no items of construction or installation will be by the delay or premature application of another.
- D. Provide installation of work in accordance with manufacturer's specifications, when not otherwise specified.

#### **1.06 TAXES**

- A. Provide sales and use taxes currently imposed by legislative action and as administered by the local jurisdiction agencies in this bid and contract price.

#### **1.07 PROJECT COORDINATION**

- A. Comply with reasonable instructions of local public agencies and ordinances and codes of local government regarding sign, advertising, traffic, fires, explosives, danger signals and barricades.
- B. Notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- C. Papers required to be delivered to Owner or Owner's Representative, unless otherwise specified in writing to the contractor.
- D. Inform Owner or Owner's Representative when required samples and submittals are ready for approval. Owner or Owner's Representative will require a minimum of five days notice prior to approval trips.

**END OF SECTION**

## SECTION 01320

### CONSTRUCTION SCHEDULES AND REPORTS

#### PART 1 – GENERAL

##### 1.01 SUMMARY

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
  - 1. All construction activity shall be restricted to periods of low flow and dry weather and shall be confined to the period of August 1, 2007, to October 15, 2007.
  - 2. Development of Construction Schedule, monthly payment requests and project status reporting requirements of the Contract shall employ scheduling as required in this Document.
  - 3. The Construction Schedule shall be cost loaded based on Schedule of Values as approved by the Owner.
  - 4. Submit schedules and reports as specified in General Conditions.

##### 1.02 GENERAL

- A. Construction Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Construction Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract Schedule and monitoring actual progress as compared to Construction Schedule rests with Contractor.
- C. Failure of Construction Schedule to include any element of the Work or any inaccuracy in Construction Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. the Owner's acceptance of Construction Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon the Owner, or act to relieve Contractor of its responsibility for means and methods of construction.
- D. Transmit each item under form approved by the Owner.
  - 1. Identify Project with the Owner Contract number, and name of Contractor.
  - 2. Provide space for Contractor's approval stamp and the Owner's review stamps.
  - 3. Submittals received from sources other than Contractor will be returned to Contractor without the Owner's review.

### **1.03 CONSTRUCTION SCHEDULE FORMAT AND LEVEL OF DETAIL**

- A. All Construction Schedules shall be time-scaled and comply with Section 1.04 below.
- B. All Construction Schedules shall be cost loaded. Accepted cost loaded Construction Schedule will be used as basis for monthly progress payments.
- C. The Construction Schedule is to indicate all separate fabrication and field construction activities required for completion of the work, including but not limited to the following:
  - 1. All Contractor, Subcontractor and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding and communication, as well as interface with other contractors.
  - 2. All activities shall be identified through codes or other identification to indicate the Contractor/subcontractor responsibility to which they pertain.
  - 3. Contractor shall break up the work schedule into activities of durations of approximately fifteen (15) working days or less each, except for non-field construction activities or as otherwise deemed acceptable by the Project Manager.
- D. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the work within the allotted contract time.
- E. Failure by Contractor to include any element of work required for performance of the work on the detailed Construction Schedule shall not excuse Contractor from completing all work required within the Contract time.

### **1.04 MONTHLY SCHEDULE UPDATE SUBMITTALS**

- A. Following acceptance of Contractor's Construction Schedule, Contractor shall monitor progress of Work and update Construction Schedule each month to reflect actual progress and any anticipated changes to planned activities.
  - 1. Each Construction Schedule update submitted shall be complete, including all information requested for the Construction Schedule submittal.
  - 2. Each update shall continue to show all work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the 25th of each month to review the Construction Schedule update submittal and progress payment application.
  - 1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; Time impact evaluations for Change Orders and Time Extension Request; actual and anticipated activity

- sequence changes; actual and anticipated duration changes; and actual and anticipated contractor delays.
2. These meetings are considered a critical component of overall monthly Construction Schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
  3. Contractor shall plan on the meeting taking no less than 3 hours.
- C. Within five (5) working days after monthly Construction Schedule update meeting, Contractor shall submit the updated Construction Schedule.
  - D. Within five (5) working days of receipt of above noted revised submittals, the Owner will either accept or reject monthly Construction Schedule update submittal.
  - E. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The Construction Schedule update shall be submitted as part of Contractor's Application for Payment. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
  - F. Updating, changing or revising of any report, curve, schedule or narrative submitted to the Owner by Contractor under this Contract, nor the Owner's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

#### **1.05 SCHEDULE REVISIONS**

- A. Updating the Construction Schedule to reflect actual progress shall not be considered revisions to the Construction Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Construction Schedule, Contractor shall provide the Owner with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, Contractor shall provide a Construction Schedule diagram which compares the original sequence to the revised sequence of work. Contractor shall provide the written narrative and Construction Schedule diagram for revisions two (2) working days in advance of the monthly Construction Schedule update meeting.
- C. Construction Schedule revisions shall not be incorporated into any Construction Schedule update until the revisions have been reviewed by the Owner. The Owner may request further information and justification for Construction Schedule revisions and Contractor shall, within three (3) days, provide the Owner with a complete written narrative response to the Owner's request.
- D. If Contractor's revision is still not accepted by the Owner, and Contractor disagrees with the Owner's position, Contractor has seven (7) days from receipt of the Owner's letter rejecting the revision, to provide a written



narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven (7) days of the Owner's written rejection of a Construction Schedule revision shall be contractually interpreted as acceptance of the Owner's position, and Contractor waives its rights to subsequently dispute or file a claim regarding the Owner's position.

- E. At the Owner's discretion, Contractor can be required to provide subcontractor certifications of performance regarding proposed Construction Schedule revisions affecting said subcontractors.

## **1.06 TIME EXTENSIONS**

- A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current Construction Schedule. Notice of time impacts shall be given in accord with General Conditions.
- B. Where an event for which the Owner is responsible impacts the projected Substantial Completion date, Contractor shall provide a written mitigation plan, including a Construction Schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Contractor shall also include a detailed cost breakdown of the labor, equipment and material Contractor would expend to mitigate the Owner caused time impact. Contractor shall submit its mitigation plan to the Owner within fourteen (14) calendar days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.
- C. No time will be granted under this Contract for cumulative effect of changes.
- D. The Owner will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- E. Failure of Contractor to perform in accordance with the current Construction Schedule shall not be excused by submittal of time extension requests.

## **1.07 PROJECT STATUS REPORTING**

- A. In addition to submittal requirements for scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Construction Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to the Owner. Written status reports shall include:
  1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on Construction Schedule if delays have occurred.
  2. Progress made on critical activities indicated on Construction Schedule, inspections and visits by the Owner's Representative;
  3. Explanations for any lack of work on critical path activities planned to be performed during last month.
  4. Explanations for any Construction Schedule changes, including changes to logic or to activity durations.

5. List of critical activities scheduled to be performed next month.
6. Status of major material and equipment procurement.
7. Any delays encountered during reporting period.
8. Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by the Owner at no additional cost.
9. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

#### **1.08 PROJECT SUPERINTENDENT DAILY LOGS**

- A. Contractor shall provide copy of written daily logs of activities to the Owner's Representative on a weekly basis. Daily reports shall at minimum, indicate major work activities, indicate major pieces of equipment utilized, and daily manpower reporting.

**END OF SECTION**

## SECTION 01330

### SUBMITTAL PROCEDURES

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of Work, including Shop Drawings, Product Data, and Samples.

##### 1.2 DEFINITIONS

- A. Coordination Drawings show relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in space provided or to function as intended.
- B. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.
- C. Samples include partial sections of manufactured or fabricated components, cuts or containers of material, color range sets, and swatches showing color, texture, and pattern.
- D. Field samples are full-sized physical examples erected on-site to illustrate finishes, coatings, or finish materials.
  - 1. Field samples are used to establish standard by which Work will be judged.
- E. Mockups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples. Mockups may be used to establish standard by which Work will be judged when allowed to remain as part of the permanent Work.

##### 1.3 SUBMITTAL PROCEDURES

- A. Coordination:
  - 1. Coordinate preparation and processing of submittals with performance of construction activities.
    - a. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  - 2. Coordinate transmittal of submittals for related elements of Work so processing will not be delayed by need to review submittals concurrently for coordination.
    - a. Owner reserves right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

- b. Partial submittals may be rejected as not complying with these provisions of Contract.
  3. Contractor shall certify that each item in submittal has been reviewed and is in accordance with specified requirements for that item, and that field dimensions, adjacent construction Work related to submittal items, have been verified.
    - a. Apply Contractor's stamp, signed by Contractor, certifying Contractor's review of submittal.
    - b. Owner will return submittals without action if Contractor has not coordinated submittal and applied signature prior to transmittal to Owner.
  4. Coordinate and ensure that no Work is performed that is involved with submittal until receiving Owner's stamped and signed approval.
- B. Processing:
  1. Submit all submittals to Owner's for the project, who will forward all submittals, as necessary for appropriate review and action.
  2. Identify each submittal with following:
    - a. Identity of Project, Contractor, subcontractor or supplier.
    - b. Reference to pertinent Contract Drawing sheet and detail number(s), and Contract Specification Section number.
  3. Submit items pertaining to only one Specification Section in each submittal.
  4. Number each submittal by Specification Section number and sequential item number.
    - a. Retain numbering system throughout revisions with addition of sequential letters for each revision to initial submittal.
  5. Identify deviations from Contract Documents, and product or system limitations that may be detrimental to successful performance of completed Work.
  6. Transmit each submittal from Contractor to Owner's using a transmittal form.
    - a. Owner will not accept submittals received from sources other than Contractor.
- C. Project Submittal Log:
  1. Maintain an accurate project submittal log for duration of Work, showing current status of submittals at all times.

## **PART 2 PRODUCTS**

### **2.1 COORDINATION DRAWINGS**

- A. Coordination Drawings: Prepare and submit coordination drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicated required installation sequences.
3. Coordination Drawings will be processed as indicated for Shop Drawings.

## **2.2 SHOP DRAWINGS**

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show pertinent aspects of item and its method of connection to Work.
  1. Show in detail, materials, dimensions, thickness, methods of assembly, attachments, relation to adjoining Work, and other pertinent data and information.
- B. Coordination: Reference Shop Drawing details to Contract Drawing sheet and detail number(s).
- C. Shop Drawing Format and Submittals:
  1. 8-1/2 by 11 inch and 11 by 17 inch sheet size: Submit 4 copies.
  2. Larger than 11 by 17 inches: Submit 4 opaque blue-line or black-line prints suitable for reproduction.
  3. Except for templates, patterns and similar full-size drawings, do not submit sheets larger than 30 by 42 inches.
- D. Owner will retain one copy of submittal and return two reproduction copies to Contractor, marked with Owner's action taken and corrections or modifications required. Contractor is responsible for reproduction and distribution of submittals within its own organization and Subcontractors and suppliers.
  1. Do not permit use of Shop Drawings in connection with construction that are not marked with Owner's action to proceed.

## **2.3 PRODUCT DATA**

- A. Collect Product Data into a single submittal for each element of construction or system.
- B. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required or proposed for Work, clearly mark copies to indicate applicable information.
- C. Include following information:
  1. Manufacturer's printed recommendations.
  2. Compliance with trade association standards.
  3. Compliance with recognized testing agency standards.
  4. Performance characteristics and capacities.
  5. Notation of dimensions verified by field measurement.
  6. Required clearances, wiring and piping diagrams, and controls.

7. Manufacturer's standard schematic drawings and diagrams, modified as required to suit Project requirements.
8. Notation of coordination requirements.
- D. Colors and Patterns:
  1. Except where specific color and pattern is indicated in Contract Documents, and whenever a choice of color or pattern is available in specified products, submit 2 color and pattern charts to Owner for selection.
- E. Submit following for each required submittal:
  1. 4 copies for Owner.
  2. **Number of copies required for Maintenance manuals.**
  3. **Number of copies required by Contractor for distribution.**
- F. Owner will retain one copy of submittal and return remaining copies to Contractor, marked with Owner's action taken and corrections or modifications required. Contractor is responsible for distribution of submittals within its own organization and Subcontractors and suppliers.
  1. Contractor shall retain number of copies required for maintenance manuals.
  2. Do not permit use of Product Data in connection with construction that are not marked with Owner's action to proceed.

## 2.4 SAMPLES

- A. Submit Samples for review of size, kind, color, pattern, and texture, and to illustrate functional and aesthetic characteristics of Product.
- B. Where variation in color, pattern, or texture, or other characteristic is inherent in material or product represented, submit at least 3 multiple units that show approximate limits of variations, or number of units indicated in individual specification Sections.
- C. Submit following for each required submittal:
  1. 2 samples for Owner
  2. **Number of samples required by Contractor.**
- D. Owners will retain two samples and return remaining samples to Contractor, identified with Owner's action taken and corrections or modifications required. Contractor is responsible for distribution of sufficient number of samples within its own organization and Subcontractors, suppliers, and manufacturers required for performance of the Work.
- E. Field Samples: Full-size examples erected on-site to illustrate finishes, coatings, or finish materials and to establish Project standard.

## 2.5 QUALITY ASSURANCE SUBMITTALS

- A. Submit quality control submittals, including:
  1. Design Data.
  2. Certifications.

3. Manufacturer's instructions.
  4. Manufacturer's field reports.
  5. Other quality control submittals required under individual Technical Specifications of Project Manual.
- B. Certifications: Where individual Specifications Sections of require certification that a product, material, or installation complies with specified requirements, submit a notarized certification from manufacturer certifying compliance with specified requirements.
1. Certification shall be signed by an officer of manufacturer or other individual authorized to sign documents on behalf of company.

## **PART 3 EXECUTION**

### **3.1 OWNER'S ACTION**

- A. General: Owner's Representative will not review submittals that do not bear Contractor's approval stamp and will return them without action.
1. Owner's Representative will review each submittal, mark to indicate action taken, and return to Contractor.
  2. Allow minimum 10 working days for Owner's review of each submittal following receipt of submittal.
- B. Action Stamp: Owner will stamp each submittal with an action stamp, and mark stamp appropriately to indicate action taken, as follows:
1. Final Unrestricted Release: When a submittal is marked "NO EXCEPTION TAKEN," Work covered by submittal may proceed provided it complies with requirements of Contract Documents. Final payment depends on that compliance.
  2. Final-But-Restricted Release: When a submittal is marked "MAKE CORRECTIONS NOTED," Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents. Final payment depends on that compliance.
  3. Returned for Resubmittal: When a submittal is marked "REVISE AND RESUBMIT," do not proceed with Work covered by submittal, including purchase, fabrication, delivery, or other activity.
    - a. Revise or prepare a new submittal according to notations and resubmit. Repeat as necessary to obtain an action releasing submittal.
    - b. Do not use, or allow others to use, submittals marked "REVISE AND RESUBMIT," at Project site or elsewhere where Work is in progress.
  4. Submittals for Record:
    - a. Where a submittal is for information or record purposes or special processing or other activity, Owner will return submittal marked "RECORD ONLY."

- C. Informational Submittals: Owner will review each submittal and will not return it, or will reject and return it if it does not appear to comply with requirements.
- D. Unsolicited Submittals: Owner may return unsolicited submittals to sender without action.

**END OF SECTION**



## **SECTION 01420**

### **REFERENCES AND DEFINITIONS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY**

- A. This section includes reference standards, abbreviations, symbols and definitions used in Contract Documents that are in addition to those of the General Conditions Article I, 1.1 Basic Definitions.
- B. Full titles and edition dates are given in this section for standards cited in other sections of Specifications.
- C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements.

##### **1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES:**

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative. Contractor shall not proceed with the Work affected thereby until consent to do so is given by the Owner's Representative.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
- D. No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the Owner, Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to the Owner, or any of his consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 1.03 STANDARDS

- A. ASSHTO (American Association of State Highway Transportation Officials)
- B. ANSI (American National Standards Institute, formerly American Standards Association)
- C. AQMD (El Dorado County Air Quality Management Districts)
- D. ASTM (American Society for Testing and Materials)
- E. Caltrans (California Department of Transportation)
- F. CASQA (California Stormwater Quality Association)
- G. EPA (United States Environmental Protection Agency)
- H. RWQCB (Regional Water Quality Control Board)
- I. SWRCB (State Water Resources Control Board)

### 1.04 ABBREVIATIONS

- A. Following abbreviations may be used in Contract Documents:
- |          |  |
|----------|--|
| AASHTO   | American Association of State Highway Transportation Officials |
| AQMD     | El Dorado County Air Quality Management Districts              |
| ASTM     | American Society for Testing and Materials                     |
| BMP      | Best Management Practices                                      |
| Cal/OSHA | California Occupational Safety and Health Administration       |
| Caltrans | California Department of Transportation                        |
| CASQA    | California Stormwater Quality Association                      |
| CBC      | California Building Code                                       |
| CCD      | Construction Change Directive                                  |
| CCR      | California Code of Regulations                                 |
| CFR      | Code of Federal Regulations                                    |
| CO       | Change Order   |
| COR      | Change Order Request   |
| CPM      | Critical Path Method   |
| DSA      | Disturbed Soil Areas   |

DVBE	Disabled Veterans Business Enterprise
EPA	United States Environmental Protection Agency
FDCP	Fugitive Dust Control Plan
I.D.	Identification
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
NPDES	National Pollutant Discharge Elimination System
OSI	Owner's Supplemental Instructions
PM	Preventive Maintenance
PR	Proposal Request
RFI	Request for Information
RFS	Request for Substitution
RWQCB	Central Valley Regional Water Quality Control Board
SWPPP	Storm Water Pollution Prevention Plan
SWRCB	State Water Resources Control Board
WDR	Waste Discharge Requirements

B. Additional abbreviations, used only on drawings, are listed thereon.

## 1.05 SYMBOLS

A. Symbols, used only on Drawings, are shown thereon.

## 1.06 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth:
1. **ADDENDA:** Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-bid Conference and Site Visit.
  2. **ADDITIVE BID:** The sum to be added to the Base Bid if the change in scope of work as described in Additive Bid is accepted by the Owner.
  3. **ALTERNATE:** Work added to or deducted from the Base Bid, if accepted by the Owner.
  4. **APPROVED EQUAL:** Approved in writing by the Owner as being of equivalent quality, utility and appearance.
  5. **BID:** The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. **BIDDER:** One who submits a Bid.
  7. **BY THE OWNER:** Work that will be performed by the Owner or its agents at the Owner's expense.

8. **CONCEALED:** Work not exposed to view in the finished Work, including within or behind various construction elements.
9. **CONTRACT SUM:** The sum stated in the Agreement and, including authorized adjustments, the total amount payable by the Owner to Contractor for performance of the Work and the Contract Documents.
10. **CONTRACT TIMES:** The number or numbers of days or the dates stated in the Contract (i) to achieve substantial completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.
11. **CONTRACTOR'S EMPLOYEES:** Persons engaged in execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.
12. **DAY:** One calendar day, unless the word "day" is specifically modified to the contrary.
13. **DEFECTIVE:** An adjective which, when modifying the word "Work", refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by the Owner). Project Manager is the judge of whether Work is defective.
14. **DRAWINGS:** Synonymous with plans, see General Conditions Article I, 1.1 Basic Definitions.
15. **EQUAL:** Equal in opinion of Owner. Burden of proof of equality is responsibility of Contractor.
16. **EXPOSED:** Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
17. **FURNISH:** Supply only, do not install.
18. **INDICATED:** Shown or noted on the Drawings or Specifications.
19. **INSTALL:** Install or apply only, do not furnish.
20. **LATENT:** Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
21. **MATERIAL OR MATERIALS:** These words shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
22. **MILESTONE:** A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
23. **MODIFICATION:** Same as Contract Modification.
24. **NOT IN CONTRACT:** Work that is outside the scope of work to be performed by Contractor under this Contract.
25. **OFF SITE:** Outside geographical location of the Project.

26. PROJECT: Total construction of which Work performed under this Contract may be whole or part.
  27. PROJECT MANUAL: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications.
  28. PROVIDE: Furnish and install.
  29. REQUEST FOR INFORMATION ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for the Owner to submit Contract Document clarifications or supplements to Contractor.
  30. RFI-REPLY: A document consisting of supplementary details, instructions or information issued by the Owner's Representative which clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Times except as otherwise agreed in writing by the Owner. RFI-Replies will be issued through the RFI administrative system.
  31. SAMPLES: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
  32. SHOP DRAWINGS: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the work.
  33. SHOWN: As indicated on Drawings.
  34. SITE: The particular geographical location of Work performed pursuant to Contract. Site includes staging areas, storage areas, and any other areas used by Contractor in performing the Work.
  35. SPECIFIED: As written in specifications or shown on the drawings.
  36. TITLE 24: Title 24, California Code of Regulations.
  37. UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- B. Wherever words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood that direction, requirements, or permission of the Owner is intended. Words "sufficient", "necessary", "proper", and the like shall mean sufficient, necessary or proper in judgment of the Owner. Words "approved", "acceptable", "satisfactory", "favorably reviewed" or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by the Owner.
- C. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory.

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**PART 2 - PRODUCT** (Not applicable)

**PART 3 - EXECUTION** (Not applicable)

**END OF SECTION**

## **SECTION 01450**

### **QUALITY CONTROL**

#### **PART 1 - GENERAL**

##### **1.1 SUMMARY**

- A. This Section includes administrative and procedural requirements for quality control services.
  - 1. Quality control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities.
    - a. Requirements do not include Contract enforcement activities performed by Owner's Representative.
  - 2. Inspection and testing services are required to verify compliance with requirements specified or indicated.

##### **1.2 RESPONSIBILITIES**

- A. Owner will contract separately for services of independent testing laboratory to perform specified inspection and testing.
- B. Inspections and testing costs required by defective Work or improperly-timed notices shall be paid by Contractor:
- C. Utilization of testing laboratory services shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

##### **1.3 RETESTING**

- A. Contractor responsible for retesting where results of inspections and tests prove unsatisfactory and indicate noncompliance with requirements.
  - 1. Cost of retesting is Contractor's responsibility where tests prove unsatisfactory and indicate noncompliance with requirements.

##### **1.4 ASSOCIATED SERVICES**

- A. Cooperate with agencies performing inspections and tests.
- B. Provide auxiliary services as requested.
- C. Notify agency in advance of operations to permit assignment of personnel.
- D. Auxiliary services include, but are not limited to, following:
  - 1. Providing access to Work.
  - 2. Furnishing incidental labor and facilities necessary to facilitate inspections and tests.
- E. Coordinate activities to accommodate services with a minimum of delay.
- F. Contractor is responsible for scheduling inspections and tests.

1. Except where indicated as responsibility of testing agency, Contractor is responsible for taking samples.

## **1.5 QUALITY ASSURANCE**

- A. Qualifications for Inspection and Testing Agencies:
  1. **Owner will engage inspection and testing service agencies** that are pre-qualified as complying with American Council of Independent Laboratories' "Recommended Requirements for Independent Laboratory Qualification" and that specialize in types of inspections and tests to be performed.
  2. Each independent inspection and testing agency engaged on Project shall be authorized by authorities having jurisdiction to operate in State where Project is located.
- B. Duties of Testing Agency:
  1. Testing agency shall cooperate with Owner and Contractor in performing its duties.
  2. Agency shall provide qualified personnel to perform inspections and tests.
  3. Agency shall notify Owner and Contractor of irregularities of deficiencies observed in Work during performance of its services.
  4. Except as otherwise specified, testing laboratory shall secure, handle, and store samples and specimens for testing.
- C. Submittals: Testing agency shall submit a certified written report of each inspection and test to:
  1. Owner
  2. Contractor
  3. **Governmental agencies requiring submission of reports**
  4. Other persons as directed by Owner.

## **PART 2 - PRODUCTS (Not Applicable)**

## **PART 3 - EXECUTION**

### **3.1 SPECIAL INSPECTIONS**

- A. Comply with requirements of Section 1.

### **3.2 REPAIR AND PROTECTION**

- A. Upon completion of inspection, testing, and sample taking, repair damaged construction.
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection are Contractor's responsibility, regardless of assignment of responsibility for inspection and testing.



### **3.3 EVALUATION OF TESTS AND INSPECTIONS**

- A. Satisfactory completion of Work will be judged on results of laboratory and site tests and inspections.
- B. Results of tests and inspections that indicate Work does not comply with requirements of Contract Documents will be considered deficient.
- C. Contractor has responsibility to remove and replace deficient Work at Contractor's expense.

**END OF SECTION**

## SECTION 01520

### TEMPORARY FACILITIES

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This section describes the temporary facilities required for the Project site. The Project site shall be maintained by Contractor as set forth in this section.

##### 1.02 TEMPORARY FACILITIES

- A. Contractor shall obtain permits for, install and maintain in safe condition, whatever equipment, barricades, walkways, or other temporary structures which may be required to accomplish the work on the Project. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable State and local codes and regulations.
- B. Contractor shall provide and maintain all utility services necessary to perform the work under this Contract. These may include, but are not limited to, temporary electricity, water, gas, sewer and telephone, including charges and installation fees. Contractor shall furnish and maintain all means of distribution of utility services required within the site to properly complete the Project. All electrical facilities used by the Contractor shall be restored to prior condition before use by the Contractor.
- C. When flammable materials are stored on site, extra precautions, including clear identification, shall be the responsibility of Contractor.
- D. Contractor shall provide and maintain temporary toilets in quantities and locations as required by CAL/OSHA and other local codes and regulations. They shall be maintained and supplied in a usable and sanitary condition at all times.
- E. Water at construction site is non-potable; Contractor shall provide and maintain adequate potable water stations at site until final completion of the Project.
- F. Contractor shall maintain an office at the Project site which will be his headquarters for the Project. Any communications delivered to this office shall be considered as delivered to Contractor. Location and size of office shall be such that it will adequately serve the needs of Contractor's superintendent and assistants in the performance of their duties. Contractor's Office shall have a room reserved for conference meetings with adequate seating for 10 people.
- G. Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or for completion of the Project, mutually agreed upon by Contractor and the Owner.

**1.03 SIGNS**

- A. No signs may be displayed on or about the Owner's property (except those required by law) without the Owner's specific approval; the size, content, and location to be as specified by the Owner.

**1.04 USE OF ROADWAYS AND WALKWAYS**

- A. **Contractor shall never block or interfere** with use of any existing roadway, walkway or other facility for vehicular or pedestrian traffic, from any party entitled to use it. Wherever and whenever such interference becomes necessary for the proper and convenient performance of the Work, and no satisfactory detour route exists, Contractor shall, before beginning the interference, notify the Owner and post signs at least 72 hours in advance of such interference, and provide a satisfactory detour, or other proper facility for traffic to pass around or over the interference. Contractor shall maintain the detour in a safe and satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Specifications.

**PART 2 - PRODUCTS** (Not applicable.)

**PART 3 - EXECUTION** (Not applicable.)

**END OF SECTION**

## SECTION 01630

### SUBSTITUTIONS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. This Section includes requirements and procedures for submission and consideration of substitutions.

##### 1.2 SUBSTITUTIONS

- A. Definition of Substitutions: Contractor proposals for changes in products, materials, equipment, and methods of construction required by the Contract Documents are considered to be requests for substitution.
  - 1. The following are not considered to be requests for substitution:
    - a. Revisions to the Contract Documents requested by Owner.
    - b. Specified options of products and construction methods included in the Contract Documents.
    - c. Contractor's determination of and compliance with regulations and orders issued by governing authorities.
- B. Substitution requests will only be considered for manufacturers, products, or systems listed in the Specifications that are followed with "or approved equal."
- C. Substitution requests will not be accepted during the bidding period. Substitution requests will only be accepted and considered subject to the following provisions:
  - 1. Owner will only receive substitution requests submitted in writing, according to the requirements of General Conditions, Article III, Section 3.4 Submittals.
- D. If a request for substitution occurs after the period described in the General Conditions, the substitution may be reviewed at the discretion of the Owner's Representative; the costs of such review, as approved by the Owner, shall be borne by Contractor and will be deducted from the Contract price.
- E. Requests for substitutions will only be considered if Contractor submits the following supporting data entered onto, or attached to, the "Substitution Request" form included at the end of this Section:
  - 1. Complete technical data, including drawings, performance specifications, samples and test reports of the article proposed for substitution; and any additional information required by the Owner's Representative.
  - 2. Statement by Contractor that the proposed substitution is in full compliance with the requirements of the Contract Documents and applicable regulatory requirements.

3. List of Subcontractors, if any, whose work may be affected by the substitution. If the proposed substitution requires that portions of the work be redesigned or removed in order to accommodate the substituted item, submit design and engineering calculations prepared by a properly licensed design professional.
- F. In reviewing the supporting data submitted for substitutions, the Owner will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Specifications.
- G. The Owner may reject any substitutions not proposed in the manner and within the time prescribed hereinbefore.
- H. Owner will be sole judge of acceptability of any proposed substitution, and decision of Owner will be final.
- I. Approved substitutions are accepted only by Change Order, and thereafter become a part of the Contract Documents.
- J. Contractor's submittal and Owner's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

### **1.3 CONTRACTOR'S RESPONSIBILITIES**

- A. Contractor's responsibilities in submitting substitution requests are as follows:
  1. Investigate proposed products and determine they are equal or superior in all respects to products specified.
  2. Provide same guarantee for accepted substitutions as for products specified.
  3. Make changes in, and coordinate, the Work as may be required to incorporate and install accepted substitutions.
  4. Waive all claims for additional costs that subsequently become apparent that are related to substitutions.
- B. The submittal period, described in the General Conditions, Article III Section 3.4 Submittals, does not excuse Contractor from completing the work within the Contract time.
- C. If the Owner, in reviewing proposed substitute materials and equipment, requires revisions or corrections to be made to previously accepted shop drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so.
- D. Samples may be required. Tests required by the Owner for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the Owner's Representative.

#### **1.4 SUBSTITUTIONS NOT PERMITTED**

- A. Substitutions will not be accepted during the bidding period or anytime prior to award of Contract.
- B. Substitutions indicated or implied on submitted Shop Drawings or Product Data without first requesting approval in accordance with requirements of this Section.
- C. Where manufacturers, products, or systems listed in the Specifications are not followed with "approved equal", it is intended that substitutions are not permitted.
- D. Substitutions that do not meet the requirements of this Section.

**END OF SECTION**

## SECTION 01770

### CONTRACT CLOSEOUT

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
1. Inspection procedures.
  2. Project record document submittal.
  3. Operation and maintenance manual submittal.
  4. Submittal of warranties.
  5. Final cleaning.

##### 1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
6. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  7. Advise the Owner of pending insurance changeover requirements.
  8. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  9. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  10. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  11. Deliver tools, spare parts, extra stock, and similar items.
  12. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  13. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  14. Complete final cleanup requirements, including touchup painting.

15. Touch up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Owner will either proceed with inspection or advise the Contractor of unfilled requirements. The Owner's Representative will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Owner's Representative will repeat inspection one time when requested and assured that the Work is substantially complete. If the work is not substantially complete following 2nd inspection, Contractor shall pay all costs for subsequent reinspections.
  2. Results of the completed inspection will form the basis of requirements for final acceptance.

### 1.03 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the Owner's final inspection list of items to be completed or corrected, endorsed and dated by the Owner's Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Owner's Representative.
  4. Submit consent of surety to final payment.
  5. Submit a final liquidated damages settlement statement.
  6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Reinspection Procedure: The Owner's Representative will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Owner's Representative.
1. Upon completion of reinspection, the Owner's Representative will prepare a certificate of final acceptance. If the Work is incomplete, the Owner's Representative will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. . If the work is not complete following 2nd inspection, Contractor shall pay all costs for subsequent reinspections



2. If necessary, reinspection will be repeated. The costs for re-inspection shall be paid by the Contractor.

#### 1.04 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Owner's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual construction where the construction varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  1. **Mark record sets with red erasable pencil.** Use other colors to distinguish between variations in separate categories of the Work.
  2. Note related change-order numbers where applicable.
  3. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.
  1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and Product Data.
  4. Upon completion of the Work, submit record Specifications to the Owner's Representative for the Owner's records.
- D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.
  1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.

3. Upon completion of markup, submit complete set of record Product Data to the Owner's Representative for the Owner's records.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
  - F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Owner's Representative for the Owner's records.

**PART 2 - PRODUCTS** (Not applicable)

**END OF SECTION**

## SECTION 01780

### PROJECT RECORD DOCUMENTS

#### PART 1 - GENERAL

##### 1.01 SUMMARY

- A. This section specifies administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
  - 1. Marked-up copies of Contract Drawings
  - 2. Marked-up copies of Shop Drawings
  - 3. Newly prepared Drawings
  - 4. Marked-up copies of Specifications, Addenda and Change Orders
  - 5. Marked-up Project Data submittals
  - 6. Record Samples
  - 7. Field records for variable and concealed conditions
  - 8. Record information on Work that is recorded only schematically
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 16.
- D. Maintenance of Documents and Samples:
  - 1. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.
  - 2. Do not permit Project Record Documents to be used for construction purposes.
  - 3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
  - 4. Make documents and samples available at all times for inspection by Owner's Representative and Project Manager.

##### 1.02 PROJECT RECORD DRAWINGS

- A. Mark-up Procedure: During the construction period, maintain a set of blue-line or black-line prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
  - 1. Mark these Drawings to indicate the actual construction where the construction varies appreciably from the construction shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
    - a. Dimensional changes to the Drawings
    - b. Revisions to details shown on the Drawings
    - c. Locations and depths of underground utilities
    - d. Revisions to routing of piping and culverts
    - f. Actual sign locations

- g. Changes made by Change Order
      - h. Details not on original Contract Drawings
    - 2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
    - 3. Mark Project Record Drawing sets with red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
    - 4. Mark important additional information that was either shown schematically or omitted from original Drawings.
    - 5. Note construction change directive numbers; alternate numbers; Change Order numbers and similar identification.
    - 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
      - a. Accurately record information in an understandable and legible drawing technique.
      - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Transparencies: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with Owner's Representative. Owner will provide one full set of transparencies to Contractor for incorporation of "AS BUILT" notations as follows:
  - 1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" on a prominent location on each drawing.
  - 2. Review of Transparencies: Before copying and distributing, submit corrected transparencies and the original marked-up prints to the Owner's Representative for review. When acceptable, Owner's Representative will initial and date each transparency, indicating acceptance of general scope of changes and additional information recorded, and the quality of drafting. Transparencies and the original marked-up prints will be returned to Contractor for organizing into sets, binding and final submittal.
  - 3. Copies and Distribution: After completing the preparation of transparency Project Record Drawings, print three blue-line or black-line prints of each Drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable paper cover sheets with appropriate identification, including titles, dates and other information on cover sheets.

- a. Organize and bind original marked-up set of prints that were maintained during the construction period in the same manner.
  - b. Organize Project Record Drawings transparencies into sets matching the print sets. Place these sets into durable tube-type drawing containers with end caps. Mark the end cap of each container with suitable identification.
- C. **DISTRIBUTION:** At time of Substantial Completion, submit Project Record Drawings to the Owner's Representative for the Owner's records. Submit three (3) black-line or blue-line prints and one reproducible (Velum or Mylar) set of Project Record Drawings. Organize into sets, bind and label sets for the Owner's continued use.

### **1.03 PROJECT RECORD SPECIFICATIONS**

- A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.
1. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installation that would be difficult to identify or measure and record later.
    - a. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
    - b. Record the name of the manufacturer, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.
    - c. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
  2. Upon completion of mark-up, submit Project Record Specifications to the Owner's Representative for the Owner's records.

### **1.04 PROJECT RECORD PRODUCT DATA**

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include

- significant changes in the product delivered to the site, and changes in manufacturer's instructions and recommendations for installation.
  2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
  4. Upon completion of mark-up, submit a complete set of Project Record Product Data to the Owner's Representative for the Owner's records.
  5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
  6. Each prime Contractor is responsible for mark-up and submittal of record Project Record Product Data for its own Work.
- B. MATERIAL, EQUIPMENT AND FINISH DATA
1. Provide data for primary materials, equipment and finishes as required under each specification section.
  2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers with typewritten table of contents for each volume, to the Owner's Representative for the Owner's records.
  3. Arrange by Specification division and give names, addresses, and telephone numbers of subcontractors and suppliers. List:
    - a. Trade names.
    - b. Model or type numbers.
    - c. Maintenance instructions.
    - d. Recommended spare parts.
    - e. Product data.

## 1.05 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the Owner's Representative for the Owner's records.
1. Categories of requirements resulting in miscellaneous records include, but are not limited to the following:
    - a. Field records on excavations and foundations
    - b. Field records on underground construction and similar work
    - c. Survey showing locations and elevations of underground lines
    - d. Invert elevations of drainage piping
    - e. Surveys establishing building lines and levels
    - f. Authorized measurements utilizing unit prices or allowances
    - g. Records of plant treatment
    - h. Ambient and substrate condition tests
    - i. Certifications received in lieu of labels on bulk products
    - j. Batch mixing and bulk delivery records

- k. Testing and qualification of tradespersons
- l. Documented qualification of installation firms
- m. Load and performance testing
- n. Inspections and certifications by governing authorities
- o. Final inspection and correction procedures

**PART 2 PRODUCTS (Not applicable)**

**PART 3 EXECUTION**

**3.01 RECORDING**

- A. Post changes and modifications to the Documents as they occur. Do not wait until the end of the Project. Owner's Representative will periodically review Project Record Documents to assure compliance with this requirement.

**END OF SECTION**

## SECTION 10-1 GENERAL

### 10-1.01 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project lies within the boundaries of the Central Valley (Sacramento) Regional Water Quality Control Board (RWQCB).

This project is subject to the current Statewide General Permit issued by the SWRCB entitled "Order No. 99-08-DWQ, National Pollutant Discharge Elimination System (NPDES) General Permit No. CAS000002, Waste Discharge Requirements (WDRs) for Discharges of Storm Water Associated with Construction Activity," which regulates discharges of storm water and non-storm water from construction activities disturbing 0.4-hectare {one acre} or more of soil in a common plan of development. Copies of the Statewide General Permit and modifications thereto are available for review from the SWRCB, Storm Water Permit Unit, 1001 "I" Street, P.O. Box 1977, Sacramento, California 95812-1977, Telephone: (916) 341-5254 and may also be obtained from the SWRCB Internet website at: <http://www.swrcb.ca.gov/stormwtr/construction.html>.

The Permit requires the preparation of a Storm Water Pollution Prevention Plan (SWPPP). The SWPPP shall be prepared in conformance with the requirements of the Permits and the document entitled "Storm Water Management Plan for Western El Dorado County" Updated May 2004 (SWMP) (available from the El Dorado County Department of Transportation, or from the County website at: <http://www.co.el-dorado.ca.us/emd/solidwaste/storm.html#SWMP>).

The Contractor shall know and fully comply with applicable provisions of the Permits and all modifications thereto, the SWMP, and Federal, State, and local regulations and requirements that govern the Contractor's operations and storm water and non-storm water discharges from the project site construction. Attention is directed to Sections 7-1.01, "Laws to be Observed," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Water Pollution Control" including, but not limited to, compliance with the applicable provisions of the Permits, the SWMP, and Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section, "Water Pollution Control," shall include fines, penalties and damages, whether proposed, assessed, or levied against the Department or the Contractor, including those levied under the Federal Clean Water Act and the State Porter-Cologne Water Quality Control Act, by governmental agencies or as a result of citizen suits. Penalties shall also include payments made or costs incurred in settlement for alleged violations of the Permits, the SWMP, or applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

### RETENTION OF FUNDS

Notwithstanding any other remedies authorized by law, the Department may retain money due the Contractor under the Contract, in an amount determined by the Department, up to and including the entire amount of Penalties proposed, assessed, or levied as a result of the Contractor's violation of the Permits, the SWMP, or Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the Penalties. The Contractor shall remain liable for the full amount of Penalties until such time as they are finally resolved with the entity seeking the Penalties.

Retention of funds for failure to conform to the provisions in this section, "Water Pollution Control," shall be in addition to the other retention amounts required by the Contract. The amounts retained for the Contractor's failure to conform to provisions in this section will be released for payment on the next monthly estimate for partial payment following the date when an approved SWPPP has been implemented and maintained, and when water pollution has been adequately controlled, as determined by the Engineer.

When a regulatory agency identifies a failure to comply with the Permits and modifications thereto, the SWMP, or other Federal, State or local requirements, the Department may retain money due the Contractor, subject to the following:



- A. The Department will give the Contractor thirty (30) days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds, and it is subsequently determined that the County is not subject to the entire amount of the Costs and Liabilities assessed or proposed in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained for the period of the retention. The interest rate payable shall be six percent (6%) per annum.

During the first estimate period that the Contractor fails to conform to the provisions in this section, "Water Pollution Control," the Department may retain an amount equal to 25 percent of the estimated value of the contract work performed.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor, or otherwise access the project site or the Contractor's records pertaining to water pollution control work. The Contractor and the Department shall provide copies of correspondence, notices of violation, enforcement actions or proposed fines by regulatory agencies to the requesting regulatory agency.

#### **STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND AMENDMENTS**

As part of the water pollution control work, a Storm Water Pollution Prevention Plan (SWPPP) is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the SWMP, the requirements of the Permits, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be considered to fulfill the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, shall be performed until the SWPPP has been approved by the Engineer. Approval shall not constitute a finding that the SWPPP complies with applicable requirements of the Permits, the SWMP and applicable Federal, State and local laws, regulations, and requirements.

The SWPPP shall incorporate the water pollution control practices identified in Section 4.4.5, "Minimum Construction Site Practices" of the County's Storm Water Management Plan.

The Contractor shall develop a Water Pollution Control Schedule that describes the timing of grading or other work activities that could affect water pollution. The Water Pollution Control Schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of water pollution control practices.

Within twenty (20) working days after the approval of the Contract, the Contractor shall submit three (3) copies of the draft SWPPP to the Engineer. The Engineer will have ten (10) working days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within ten (10) working days of receipt of the Engineer's comments. The Engineer will have five (5) working days to review the revisions. Upon the Engineer's approval of the SWPPP, four (4) approved copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

In the event the Engineer fails to complete the review within the time allowed, and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay in completing the review, the Contractor will be compensated for resulting losses, and an extension of time will be granted, in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall prepare an amendment to the SWPPP when there is a change in construction activities or operations which may affect the discharge of pollutants to surface waters, ground waters, municipal storm drain systems,

or when the Contractor's activities or operations violate a condition of the Permits, or when directed by the Engineer. Amendments shall identify additional water pollution control practices or revised operations, including those areas or operations not identified in the initially approved SWPPP. Amendments to the SWPPP shall be prepared and submitted for review and approval within a time approved by the Engineer, but in no case longer than the time specified for the initial submittal and review of the SWPPP. At a minimum, the SWPPP shall be amended annually and submitted to the Engineer twenty five (25) days prior to the rainy season.

**The Contractor shall keep one (1) copy of the approved SWPPP and approved amendments at the Project site.** The SWPPP shall be made available upon request by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests by the public shall be directed to the Engineer.

### **SWPPP IMPLEMENTATION**

Unless otherwise specified, upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the Project for installing, constructing, inspecting, maintaining, removing, and disposing of the water pollution control practices specified in the SWPPP and in the amendments. Unless otherwise directed by the Engineer, the Contractor's responsibility for SWPPP implementation shall continue throughout temporary suspensions of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of water pollution control practices shall conform to the requirements in the SWMP and these special provisions.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved SWPPP or amendments, the deficiency shall be corrected immediately unless requested by the Contractor and approved by the Engineer in writing, but shall be corrected prior to the onset of precipitation. If the Contractor fails to correct the identified deficiency by the date agreed or prior to the onset of precipitation, the project shall be in nonconformance with this section, "Water Pollution Control." Attention is directed to Section 5-1.01, "Authority of Engineer," of the Standard Specifications, and to "Retention of Funds" of this section for possible nonconformance penalties.

If the Contractor fails to conform to the provisions of this section, "Water Pollution Control," the Engineer may order the suspension of construction operations until the project complies with the requirements of this section.

Implementation of water pollution control practices may vary by season. The SWMP and these special provisions shall be followed for control practice selection of year-round, rainy season and non-rainy season water pollution control practices.

### **Minimum Construction Site Storm Water Management Practices**

The storm water management practices described below are the minimum, required water quality protection measures applicable to all construction sites below 3000 feet in elevation within Western El Dorado County. This listing does not include the various inspection, record keeping, training and reporting requirements. Additionally, there will be instances where project and site conditions require supplementing or deviating from these minimum protection requirements. The Contractor is expected to deploy measures sufficient to achieve compliance with the with the State Water Resources Control Board's (SWRCB) NPDES General Permit for Storm Water Discharges Associated with Construction Activity.

### **Preservation of Existing Vegetation and Protect Environmentally Sensitive Areas**

Prior to the commencement of soil-disturbing activities, areas of existing vegetation that are to remain and environmentally sensitive areas (i.e. wetlands, protected habitats, etc) shall be fenced for protection.

### **Storm Water Run-On and Concentrated Flows**

Existing watercourses shall be protected; and if diverted, handled in a non-eroding fashion. To the extent feasible, all concentrated water flows shall be channeled away from disturbed soil areas / stockpiles. Concentrated water flows shall be conveyed in a non-eroding fashion.

### **Stockpile Management**

Stockpiles shall be managed as follows:

- Soil stockpiles

Rainy season:

- Covered, or protected with soil stabilization measures and perimeter sediment barriers

Non-rainy season:

- Covered or protected with perimeter sediment barriers
- Concrete/asphalt rubble, rock and aggregate base/sub-base
- Covered or protected with perimeter sediment barriers
- “Cold mix” asphalt
- Covered

### **Sediment Tracking Control**

Appropriate measures shall be deployed to minimize any tracking of sediment off-site by vehicles and/or equipment. These measures include stabilized construction entrances/exits and roadways, and tire washing. Where tracking occurs, streets shall be swept using a pickup sweeper with water supply.

### **Non-Storm Water Management**

Non-storm water discharges shall be minimized to the extent feasible. Sediment-laden non-storm water is required to be filtered (or equivalent treatment) prior to discharging. Measures required to manage non-storm water discharges include: water conservation practices, dust control, material storage practices, vehicle/equipment operation and maintenance requirements, waste management practices, and spill prevention/control measures.

### **Disturbed Soil Area Management**

Disturbed soil areas (DSA) shall be protected with an “effective combination” of measures including soil stabilization, sediment barriers and basins / traps. There may be situations where “Sediment Basins” or “Treatment” are able to substitute as alternative control measures to the normally required “effective combination” of soil stabilization, sediment barriers and basins / traps. However, when substituting these measures, the Contractor must be prepared to demonstrate that the sediment load within storm water discharges from the construction site does not exceed natural or pre-construction levels.

Soil stabilization measures include:

- **Hydraulic mulch** (ref. CASQA BMP # EC-3)
- **Hydroseeding** (ref. CASQA BMP # EC-4)
- **Suitably stabilized, non-polluting straw / wood / organic mulch** (ref. CASQA BMP #'s EC-6 & EC-8)
- **Geotextiles, mats, plastic covers and erosion control blankets** (ref. CASQA BMP # EC-7)
- **Stabilized construction roadways** (ref. CASQA BMP # TC-2)

Sediment barriers include:

- **Silt fences** (ref. CASQA BMP # SE-1)
- **Sand/gravel bag barriers** (ref. CASQA BMP #'s SE-6 & SE-8)
- **Straw bale barriers** (ref. CASQA BMP # SE-9)
- **Fiber rolls** (ref. CASQA BMP # SE-5)

Basin / traps include:

- **Desilting basins** (ref. Caltrans BMPs)
- **Sediment traps** (ref. Caltrans BMPs)

On DSAs with slope lengths greater than 10 feet, the following measures shall be deployed:

Rainy season (Oct. 15th to May 1st):

- **Non-active areas (no soil disturbing activities for twenty one (21) or more days)**
  - On slopes equal to or flatter than 1:20 (V/H), soil stabilization
  - On slopes steeper than 1:20 (V/H), soil stabilization and sediment barriers
- **Active areas**
  - On slopes steeper than 1:20 (V/H), sediment barriers
  - On slopes steeper than 1:2 (V/H) with slope lengths greater than 50 feet: soil stabilization; sediment barriers; and where feasible, basins / traps

Non-rainy season:

- **Non-active areas (no soil disturbing activities for twenty one (21) or more days)**

- On slopes steeper than 1:2 (V/H), sediment barriers

General:

- Protection shall be deployed on non-active DSAs within fourteen (14) days from the cessation of soil-disturbing activities or one day prior to the predicted (40% or more chance) onset of significant precipitation, whichever occurs first. Protection shall be deployed on active DSAs prior to the predicted (40% or more chance) onset of significant precipitation.
- Properly drained terraces, at least 8 feet wide, shall be provided at intervals not more than every 25 feet in height on all permanent slopes and non-active DSAs exceeding 30 feet in height.
- "Sediment Basin:" A basin with a capacity equivalent to at least 3600 cubic feet of storage (as measured from the bottom of the basin to the principal outlet) per acre draining into the basin. The length of the basin shall be more than twice the basin's width (length is determined by measuring the distance between the inlet and the outlet). The depth of the basin must not be less than three feet nor greater than five feet.
- "Treatment": A combination of basin and treatment engineered to capture and treat (to remove 0.01 mm sized particles and larger) the 10-year, 6-hour rain event using  $Q=CxIxA$  where  $C=0.5$  and  $I$  ranges from 0.286 (El Dorado Hills) to 0.500 (Sly Park).

**General reference:** El Dorado County "Storm Water Management Plan", July 2003. Available online at: <http://www.co.el-dorado.ca.us/emd/solidwaste/storm.html>

**Detailed references:**

1. California Stormwater Quality Association (CASQA) "Construction Handbook", January 2003. Available online at: <http://www.cabmphandbooks.com/>
2. Caltrans "Statewide Storm Water Quality Practice Guidelines", April 2003. Available online at: <http://www.dot.ca.gov/hq/env/stormwater/special/newsetup/index.htm>

**MAINTENANCE**

To ensure the proper implementation and functioning of water pollution control practices, the Contractor shall regularly inspect and maintain the construction site for the water pollution control practices identified in the SWPPP.

**REPORTING REQUIREMENTS**

**Report of Discharges, Notices or Orders**

If the Contractor identifies discharges into surface waters or drainage systems in a manner causing, or potentially causing, a condition of pollution, or if the project receives a written notice or order from a regulatory agency, the Contractor shall immediately inform the Engineer. The Contractor shall submit a written report to the Engineer within seven (7) days of the discharge event, notice or order. The report shall include the following information:

- A. The date, time, location, nature of the operation, and type of discharge, including the cause or nature of the notice or order.
- B. The water pollution control practices deployed before the discharge event, or prior to receiving the notice or order.
- C. The date of deployment and type of water pollution control practices deployed after the discharge event, or after receiving the notice or order, including additional measures installed or planned to reduce or prevent reoccurrence.
- D. An implementation and maintenance schedule for affected water pollution control practices.

**Report of First-Time Non-Storm Water Discharge**

The Contractor shall notify the Engineer at least three (3) days in advance of first-time non-storm water discharge events, excluding exempted discharges. The Contractor shall notify the Engineer of the operations causing non-storm

water discharges and shall obtain field approval for first-time non-storm water discharges. Non-storm water discharges shall be monitored at first-time occurrences and routinely thereafter.

### **Annual Certifications**

By June 15 of each year, the Contractor shall complete and submit an Annual Certification of Compliance to the Engineer.

### **PAYMENT**

The contract lump sum price paid for preparing the storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The cost of implementing and maintaining temporary water pollution control practices shall be divided equally by the County and the Contractor.

The division of cost will be made by determining the cost of maintaining water pollution control practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications and paying to the Contractor one-half of that cost. Cleanup, repair, removal, disposal, improper installation, and replacement of water pollution control practices damaged by the Contractor's negligence, shall not be considered as included in the cost for implementing and maintaining temporary water pollution control measures.

### **10-1.02 DUST CONTROL**

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications, Rule 223, 223-1, and 223-2 of the Rules and Regulations of the El Dorado County Air Quality Management Districts (AQMD), and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor of the responsibilities as set forth in Section 7, "Legal Relations and Responsibility" of the Standard Specifications.

Rule 223, 223-1 and 223-2 can be obtained from the El Dorado County AQMD, 2850 Fairlane Court, Placerville, CA, 95667, (530) 621-6662, and is available at [http://www.co.el-dorado.ca.us/emd/apcd/construction\\_dust\\_rules.html](http://www.co.el-dorado.ca.us/emd/apcd/construction_dust_rules.html).

The materials within the project limits are **not known or suspected** to contain naturally occurring asbestos and the project is **not located** within designated Naturally Occurring Asbestos Review Areas on the current El Dorado County Naturally Occurring Asbestos Review Area Map.

### **DUST CONTROL PLAN PREPARATION, APPROVAL AND AMENDMENTS**

The Contractor shall submit a site specific Fugitive Dust Control Plan (FDCP) for all proposed work, meeting the requirements of Rule 223-1 and approved by the El Dorado County Air Pollution Control Officer, to the Engineer prior to start of any work. Within fifteen (15) working days after the award of the contract by the Board of Supervisors, the Contractor shall submit three (3) copies of the draft FDCP to the Engineer for review prior to submittal to the AQMD. The Engineer will have five (5) working days to review the FDCP. The Contractor shall revise the FDCP per the Engineer's comments and submit the FDCP to the AQMD for approval by the El Dorado County Air Pollution Control Officer. The Contractor shall provide the Engineer with 4 copies of the AQMD approved FDCP prior to starting any work that may generate dust.

The Contractor shall prepare an amendment to the FDCP when there is a change in construction activities or operations not included in the FDCP, when the Contractor's activities or operations violate a condition of the AQMD, or when directed by the Engineer. Amendments shall identify additional dust control practices or revised operations, including those areas or operations not identified in the initially approved FDCP. Amendments to the FDCP shall be prepared and submitted for review and approval within a time approved by the Engineer. At a minimum, the FDCP shall be amended annually.

The Contractor shall keep one (1) copy of the approved FDCP and approved amendments at the project site. The FDCP shall be made available upon request by a representative of the AQMD, California Air Resource Board, United States Environmental Protection Agency, or Caltrans. Requests by the public shall be directed to the Engineer.

The Contractor shall provide all notices to the AQMD and create and maintain all records as required by Rule 223, 223-1 and 223-2. Copies of all required records shall be submitted to the Engineer within thirty (30) calendar days of completion of all work subject to Rule 223, 223-1 and 223-2.

The Contractor shall also submit a dust control schedule that describes the timing of grading or other work activities that could promote dust to the Engineer prior to start of any work. The dust control schedule shall be updated by the Contractor to reflect changes in the Contractor's operations that would affect the necessary implementation of dust control practices.

#### **DUST CONTROL**

The Contractor shall implement the measures contained in the Fugitive Dust Control Plan, and as directed by the Engineer, to control dust in accordance with Rule 223 and 223-1, the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **PAYMENT**

The Contractor is advised that significant dust control measures will be required during construction operations. In order to mitigate dust, past projects have required extensive pre-wetting to depths of cuts, the use of a dedicated water truck for each piece of earthmoving equipment (e.g., scrapers, dozers, excavators, loaders, haul trucks, backhoes, compactors, graders, etc.), and the use of rock track out pads and wheel wash stations at all points of egress from unpaved construction areas. These examples are not necessarily the exact mitigation measures needed on this project; rather, they have been listed to provide an idea of the extensive nature of dust control activities that may be necessary. The dust control measures that will be required to mitigate dust will impact the Contractor's productivity during construction activities. All impacts to productivity must be included in the Contractor's bid price for the associated items of work. No additional compensation for impacts to productivity due to dust control will be provided.

The contract lump sum price paid for prepare fugitive dust control plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval, revising, and amending the FDCP, for maintaining and submitting all dust control records, and for preparing and updating the dust control schedule, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

In the event naturally occurring asbestos is found within the project limits, the Contractor shall prepare an Asbestos Dust Mitigation Plan in accordance with the requirements of Rule 223-2 and implement dust control in accordance with the requirements of Rule 223-2. Preparing an Asbestos Dust Mitigation Plan will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

The cost of performing dust control shall be paid for by the County. The cost will be made by determining the cost of dust control operations and practices in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications.

#### **10-1.03 PROGRESS SCHEDULE**

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions, unless otherwise authorized in writing by the Engineer.

The second paragraph of Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply.

#### **10-1.04 MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

#### **10-1.05 CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Full compensation for furnishing, placing, maintaining, and removing the construction area signs shall be considered as included in the prices paid for the various contract items of work and no separate payment will be made therefore.

#### **10-1.06 EXISTING HIGHWAY FACILITIES**

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

##### **REHAB RETAINING WALL**

Retaining Wall, where shown on the plans to be rehabbed, shall be rehabbed as per the details shown on the plans and these special provisions.

The pay quantities of wall to be rehabbed will be measured per unit.

Portions of the wall removed shall be disposed of outside the trail right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

##### **REMOVE DRAINAGE FACILITY**

Existing inlets, and culverts, where any portion of these structures is within 3 feet of the grading plane in excavation areas, or within one foot of original ground in embankment areas, or where shown on the plans to be removed, shall be completely removed and disposed of.

##### **COLD PLANE ASPHALT CONCRETE PAVEMENT**

Existing asphalt concrete pavement shall be cold planed at the locations and to the dimensions shown on the plans.

Planing asphalt concrete pavement shall be performed by the cold planing method. Planing of the asphalt concrete pavement shall not be done by the heater planing method.

Cold planing machines shall be equipped with a cutter head not less than 30 inches in width and shall be operated so that no fumes or smoke will be produced. The cold planing machine shall plane the pavement without requiring the use of a heating device to soften the pavement during or prior to the planing operation.

The depth, width, and shape of the cut shall be as shown on the typical cross sections or as designated by the Engineer. The final cut shall result in a uniform surface conforming to the typical cross sections. The outside lines of the planed area shall be neat and uniform. Planing asphalt concrete pavement operations shall be performed without damage to the surfacing to remain in place.

Planed widths of pavement shall be continuous except for intersections at cross streets where the planing shall be carried around the corners and through the conform lines. Following planing operations, a drop-off of more than 0.15-foot will not be allowed between adjacent lanes open to public traffic.

Where transverse joints are planed in the pavement at conform lines no drop-off shall remain between the existing pavement and the planed area when the pavement is opened to public traffic. If asphalt concrete has not been placed to the level of existing pavement before the pavement is to be opened to public traffic a temporary asphalt concrete taper shall be constructed. Asphalt concrete for temporary tapers shall be placed to the level of the existing pavement and tapered on a slope of 1:30 (Vertical: Horizontal) or flatter to the level of the planed area.

Asphalt concrete for temporary tapers shall be commercial quality and may be spread and compacted by any method that will produce a smooth riding surface. Temporary asphalt concrete tapers shall be completely removed, including the removal of loose material from the underlying surface, before placing the permanent surfacing. The removed material shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The material planed from the roadway surface shall be deposited back onto the trail within the limits of the cold planing and compacted to 90%. Cold plane asphalt concrete pavement will be measured by the square yard. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth shown on the plans.

The contract price paid per square yard for cold plane asphalt concrete pavement shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cold planing asphalt concrete surfacing and depositing and compacting of planed material, as specified in the Standard Specifications and these special provisions and as directed by the Engineer.

#### **10-1.07 CLEARING AND GRUBBING**

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 5 feet outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

#### **10-1.08 EARTHWORK**

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Surplus excavated material shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Where a portion of the existing surfacing is to be removed, the outline of the area to be removed shall be cut on a neat line with a power-driven saw to a minimum depth of 2 inches before removing the surfacing. Full compensation for cutting the existing surfacing shall be considered as included in the contract price paid per cubic yard for roadway excavation and no additional compensation will be allowed therefore.

#### **10-1.09 EROSION CONTROL (TYPE D)**

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions and shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities.

If the slope on which the erosion control is to be placed is finished during the rainy season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately to the slope.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm {2 inches} in depth or width shall be leveled. Vegetative growth, temporary erosion control materials, and other debris shall be removed from areas to receive erosion control.

#### **MATERIALS**

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.



### Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g {one ounce} of seed will be taken from each seed container by the Engineer.

### Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED		
Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare {Pounds Pure Live Seed Per Acre} (Slope Measurement)
Iupinus bicolor*	60	2
Trifolium hirtum hykon*	60	8

### Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED		
Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare {Pounds Pure Live Seed Per Acre} (Slope Measurement)
Nasella pulchra*	60	3
Poa scabrilla*	60	3
Festuca idahoensis*	80	5
Melica californica*	40	1
Orthocarpus purpurancens*	40	0.5
Sitanion jubatum*	60	1

### Commercial Fertilizer

Commercial fertilizer shall not be used on this contract.

### Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Wheat and barley straw shall be derived from irrigated crops.

Prior to delivery of wheat or barley straw to the project site, the Contractor shall provide the name, address and telephone number of the grower.

### Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C {135° F} shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 9.5-mm {3/8-inch} screen. The moisture content of the compost shall not exceed 35 percent. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Moist samples of compost on an as received basis shall be dried in an oven at a temperature between 105°C and 115°C {221° F and 239° F} until a constant dry weight of the sample is achieved. The percentage of moisture will be determined by dividing the dry weight of the sample by the moist weight of the sample and then multiplying by 100. Compost will be tested for maturity and stability with a Solvita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

### Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive used as a soil tackifier.

### APPLICATION

Erosion control materials shall be applied in separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 60 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare {Pounds Per Acre} (Slope Measurement)
Legume Seed	10
Non-Legume Seed	15
Fiber	200
Compost	800

- B. The Contractor may dry apply compost at the total of the rates specified in the preceding table and the following table instead of including it as part of the hydro-seeding operations. In areas where the compost is dry applied, all compost for that area shall be applied before the next operation.
- C. Straw shall be applied at the rate of 4.5 tonnes per hectare {2.0 tons per acre} based on slope measurements. Incorporation of straw will not be required. Straw shall be distributed evenly without clumping or piling.
- D. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare { Pounds Per Acre} (Slope Measurement)
Fiber	200
Compost	800
Stabilizing Emulsion (Solids)	150

The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

#### **MEASUREMENT AND PAYMENT**

Compost (erosion control) will be measured by the kilogram {pound} or tonne {ton}, whichever unit is designated in the Engineer's Estimate. The weight will be as determined by the Engineer from marked mass and sack count or from scale weighings.

The contract price paid per kilogram {pound} or tonne {ton} for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.10 AGGREGATE BASE**

Aggregate base shall be Class 2 and shall conform to the provisions in Section 26, "Aggregate Bases," of the Standard Specifications and these special provisions.

The restriction that the amount of reclaimed material included in Class 2 aggregate base not exceed 50 percent of the total volume of the aggregate used shall not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass shall not be placed at locations where surfacing will not be placed over the aggregate base.

#### **10-1.11 ASPHALT CONCRETE**

##### **GENERAL**

Asphalt concrete shall be Type B and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

The grade of asphalt binder to be mixed with aggregate for Type B asphalt concrete shall be Grade PG 64-16 conforming to the provisions in Section 92, "Asphalts," of the Standard Specifications.

The asphalt content of the asphalt mixture will be determined in conformance with the requirements in California Test 379, or in conformance with the requirements in California Test 382.

The amount of asphalt binder used in asphalt concrete placed in dikes, gutters, gutter flares, overside drains and aprons at the ends of drainage structures shall be increased one percent by weight of the aggregate over the amount of asphalt binder determined for use in asphalt concrete placed on the traveled way.

The aggregate for Type B asphalt concrete shall conform to the ½" maximum, medium grading specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

##### **PAINT BINDER (TACK COAT)**

Paint binder (tack coat) shall be applied to existing surfaces to be surfaced and between layers of asphalt concrete, except when eliminated by the Engineer.

Paint binder (tack coat) shall be, at the option of the Contractor, either slow-setting asphaltic emulsion, rapid-setting asphaltic emulsion or paving asphalt. Slow-setting asphaltic emulsion and rapid-setting asphaltic emulsion shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 94, "Asphaltic Emulsions," of the Standard Specifications. When paving asphalt is used for paint binder, the grade will be determined by the Engineer. Paving asphalt shall conform to the provisions in Section 39-4.02, "Prime Coat and Paint Binder (Tack Coat)," and the provisions in Section 92, "Asphalts," of the Standard Specifications.

Paint binder (tack coat) shall be applied in the gallon per square yard range limits specified for the surfaces to receive asphalt concrete in the tables below. The exact application rate within the range will be determined by the Engineer.

Application Rates for Asphaltic Emulsion Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP)		
Type of surface to receive paint binder (tack coat)	Slow-Setting Asphaltic Emulsion gal/sq yd (Note A)	Rapid-Setting Asphaltic Emulsion gal/sq yd (Note B)
Dense, compact surfaces, between layers, and on PCCP	0.04 - 0.08	0.02 - 0.04
Open textured, or dry, aged surfaces	0.08 - 0.20	0.04 - 0.09

Note A: Slow-setting asphaltic emulsion is asphaltic emulsion diluted with additional water. Water shall be added and mixed with the asphaltic emulsion (containing up to 43 percent water) so the resulting mixture contains one part asphaltic emulsion and not more than one part added water. The water shall be added by the emulsion producer or at a facility that has the capability to mix or agitate the combined blend.

Note B: Undiluted rapid-setting asphaltic emulsion.

Application Rates for Paint Binder (Tack Coat) on Asphalt Concrete (except Open Graded) and on Portland Cement Concrete Pavement (PCCP)	
Type of surface to receive paint binder (tack coat)	Paving Asphalt gal/sq yd
<b>Dense, compact surfaces, between layers, and on PCCP</b>	0.01 – 0.02
Open textured, or dry, aged surfaces	0.02 – 0.06

Application Rates for Asphaltic Emulsion Paint Binder (Tack Coat) on Open Graded Asphalt Concrete		
Type of surface to receive paint binder (tack coat)	Slow-Setting Asphaltic Emulsion gal/sq yd (Note A)	Rapid-setting Asphaltic Emulsion gal/sq yd (Note B)
Dense, compact surfaces and between layers	0.06 - 0.11	0.02 - 0.06
Open textured, or dry, aged surfaces	0.11 - 0.24	0.06 - 0.12

Note A: Slow-setting asphaltic emulsion is asphaltic emulsion diluted with additional water. Water shall be added and mixed with the asphaltic emulsion (containing up to 43 percent water) so the resulting mixture contains one part asphaltic emulsion and not more than one part added water. The water shall be added by the emulsion producer or at a facility that has the capability to mix or agitate the combined blend.

Note B: Undiluted rapid-setting asphaltic emulsion.

Application Rates for Paint Binder (Tack Coat) on Open Graded Asphalt Concrete	
Type of surface to receive paint binder (tack coat)	Paving Asphalt gal/sq yd
Dense, compact surfaces and between layers	0.01 - 0.03
Open textured, or dry, aged surfaces	0.03 - 0.07

When asphaltic emulsion is used as paint binder (tack coat), asphalt concrete shall not be placed until the applied asphaltic emulsion has completely changed color from brown to black.

### 10-1.12 ROADSIDE SIGNS

Roadside signs shall be furnished and installed at the locations shown on the plans or where designated by the Engineer and in conformance with the provisions in Section 56-2, "Roadside Signs," of the Standard Specifications and these special provisions.

The Contractor shall furnish roadside sign panels in conformance with the provisions in "Furnish Sign" of these special provisions.

Wood posts shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and AWPAs Use Category System: UC4A, Commodity Specification A or B.

### 10-1.13 FURNISH SIGN

Signs shall be fabricated and furnished in accordance with details shown on the plans, the Traffic Sign Specifications, and these special provisions.

Traffic Sign Specifications for California sign codes are available for review at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Traffic Sign Specifications for signs referenced with Federal MUTCD sign codes can be found in Standard Highway Signs Book, administered by the Federal Highway Administration, which is available for review at:

[http://mutcd.fhwa.dot.gov/ser-shs\\_millennium.htm](http://mutcd.fhwa.dot.gov/ser-shs_millennium.htm)

Information on cross-referencing California sign codes with the Federal MUTCD sign codes is available at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/specs.htm>

Temporary or permanent signs shall be free from blemishes that may affect the serviceability and detract from the general sign color and appearance when viewing during daytime and nighttime from a distance of 25 feet. The face of each finished sign shall be uniform, flat, smooth, and free of defects, scratches, wrinkles, gel, hard spots, streaks, extrusion marks, and air bubbles. The front, back, and edges of the sign panels shall be free of router chatter marks, burns, sharp edges, loose rivets, delaminated skins, excessive adhesive over spray and aluminum marks.

### QUALITY CONTROL FOR SIGNS

The requirements of "Quality Control for Signs" in this section shall not apply to construction area signs.

No later than 14 days before sign fabrication, the Contractor shall submit a written copy of the quality control plan for signs to the Engineer for review. The Engineer will have 10 days to review the quality control plan. Sign fabrication shall not begin until the Engineer approves the Contractor's quality control plan in writing. The Contractor shall submit to the Engineer at least 3 copies of the approved quality control plan. The quality control plan shall include, but not be limited to the following requirements:

- A. Identification of the party responsible for quality control of signs,
- B. Basis of acceptance for incoming raw materials at the fabrication facility,
- C. Type, method and frequency of quality control testing at the fabrication facility,
- D. List (by manufacturer and product name) of process colors, protective overlay film, retroreflective sheeting and black non-reflective film,
- E. Recommended cleaning procedure for each product, and
- F. Method of packaging, transport and storage for signs.

No legend shall be installed at the project site. Legend shall include letters, numerals, tildes, bars, arrows, route shields, symbols, logos, borders, artwork, and miscellaneous characters. The style, font, size, and spacing of the legend shall conform to the Standard Alphabets published in the FHWA Standard Highway Signs Book. The legend shall be

oriented in the same direction in accordance with the manufacturer's orientation marks found on the retroreflective sheeting.

On multiple panel signs, legend shall be placed across joints without affecting the size, shape, spacing, and appearance of the legend. Background and legend shall be wrapped around interior edges of formed panel signs as shown on plans to prevent delamination.

The following notation shall be placed on the lower right side of the back of each sign where the notation will not be blocked by the sign post or frame:

- A. PROPERTY OF EL DORADO COUNTY,
- B. Name of the sign manufacturer,
- C. Month and year of fabrication,
- D. Type of retroreflective sheeting, and
- E. Manufacturer's identification and lot number of retroreflective sheeting.

The above notation shall be applied directly to the aluminum sign panels in 1/4-inch upper case letters and numerals by die-stamp and applied by similar method to the fiberglass reinforced plastic signs. Painting, screening, or engraving the notation will not be allowed. The notation shall be applied without damaging the finish of the sign.

Signs with a protective overlay film shall be marked with a dot of 3/8 inch in diameter. The dot placed on white border shall be black, while the dot placed on black border shall be white. The dot shall be placed on the lower border of the sign before application of the protective overlay film and shall not be placed over the legend and bolt holes. The application method and exact location of the dot shall be determined by the manufacturer of the signs.

For sign panels that have a minor dimension of 48 inches or less, no splice will be allowed in the retroreflective sheet except for the splice produced during the manufacturing of the retroreflective sheeting. For sign panels that have a minor dimension greater than 48 inches, only one horizontal splice will be allowed in the retroreflective sheeting.

Unless specified by the manufacturer of the retroreflective sheeting, splices in retroreflective sheeting shall overlap by a minimum of one inch. Splices shall not be placed within 2 inches from edges of the panels. Except at the horizontal borders, the splices shall overlap in the direction from top to bottom of the sign to prevent moisture penetration. The retroreflective sheeting at the overlap shall not exhibit a color difference under the incident and reflected light.

Signs exhibiting a significant color difference between daytime and nighttime shall be replaced immediately.

Repairing sign panels will not be allowed except when approved by the Engineer.

The Department will inspect signs at the Contractor's facility and delivery location, and in accordance with Section 6, "Control of Materials," of the Standard Specifications. The Engineer will inspect signs for damage and defects before and after installation.

Regardless of kind, size, type, or whether delivered by the Contractor or by a common carrier, signs shall be protected by thorough wrapping, tarping, or other methods to ensure that signs are not damaged by weather conditions and during transit. Signs shall be dry during transit and shipped on pallets, in crates, or tier racks. Padding and protective materials shall be placed between signs as appropriate. Finished sign panels shall be transported and stored by method that protects the face of signs from damage. The Contractor shall replace wet, damaged, and defective signs.

Signs shall be stored in dry environment at all times. Signs shall not rest directly on the ground or become wet during storage. Signs, whether stored indoor or outdoor, shall be free standing. In areas of high heat and humidity signs shall be stored in enclosed climate-controlled trailers or containers. Signs shall be stored indoor if duration of the storage will exceed 30 days.

Screen processed signs shall be protected, transported and stored as recommended by the manufacturer of the retroreflective sheeting.

When requested, the Contractor shall provide the Engineer test samples of signs and materials used at various stages of production. Sign samples shall be 12" x 12" in size with applied background, letter or numeral, and border strip.

The Contractor shall assume the costs and responsibilities resulting from the use of patented materials, equipment, devices, and processes for the Contractor's work.

Full compensation for furnishing sign panels shall be considered as included in the prices paid for roadside signs and no separate payment will be made therefore.

#### **10-1.14 ALTERNATIVE PIPE**

Alternative pipe culverts shall conform to the provisions in Section 62, "Alternative Culverts," of the Standard Specifications and these special provisions.

#### **10-1.15 PLASTIC PIPE**

Plastic pipe shall conform to the provisions in Section 64, "Plastic Pipe," of the Standard Specifications .

#### **10-1.16 MISCELLANEOUS FACILITIES**

Flared end sections and inlets shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications and these special provisions.

#### **10-1.17 SLOPE PROTECTION**

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications.

#### **10-1.18 FENCE**

Fence shall be placed or constructed in conformance with the details shown on the plans and the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications.

Quantities of fence to be paid for will be measured by the linear foot from actual measurements of the completed fence, the measurements to be made parallel to the ground slope along the line of completed runs of fence, deducting the widths of openings.

The contract price paid per linear foot of fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing fence complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.19 CABLE RAILING**

Cable railing shall conform to the provisions in Section 83-1, "Railings," of the Standard Specifications.

#### **10-1.20 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING**

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification PTH-02ALKYD.

Retroreflectivity of the thermoplastic traffic stripes and pavement markings shall conform to the requirements in ASTM Designation: D 6359-99. White thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow thermoplastic traffic stripes and pavement markings shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic traffic stripes shall be applied at the minimum thickness and application rate as specified below. The minimum application rate is based on a solid stripe of 4 inches in width.

Minimum Stripe Thickness (inch)	Minimum Application Rate (lb/ft)
0.079	0.27

Thermoplastic traffic stripes and pavement markings shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

If permanent tape is placed instead of thermoplastic traffic stripes and pavement markings, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe and by the square foot as thermoplastic pavement marking.

**10-1.21 THERMOPLASTIC TRAFFIC STRIPE (SPRAYABLE)**

Sprayable thermoplastic traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Sprayable thermoplastic material shall be free of lead and chromium, and shall conform to the requirements in State Specification No. PTH-02SPRAY.

Retroreflectivity of the sprayable traffic stripes shall conform to the requirements in ASTM Designation: D 6359-99. White sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 250 mcd m<sup>-2</sup> lx<sup>-1</sup>. Yellow sprayable thermoplastic traffic stripes shall have a minimum initial retroreflectivity of 150 mcd m<sup>-2</sup> lx<sup>-1</sup>.

At the option of the Contractor, permanent traffic striping and pavement marking tape conforming to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions may be placed instead of the sprayable thermoplastic traffic stripes. Permanent tape, if used, shall be installed in conformance with the manufacturer's specifications.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Sprayable thermoplastic material shall be applied to the pavement at a minimum thickness of 0.039-inch and a minimum rate of 0.13-lb/ft. The minimum application rate is based on a solid stripe of 4 inches in width.

Sprayable thermoplastic material shall be applied to the pavement at a temperature between 351° F and 401° F, unless a different temperature is recommended by the manufacturer.

Sprayable thermoplastic traffic stripes shall be free of runs, bubbles, craters, drag marks, stretch marks, and debris.

If permanent tape is placed instead of sprayable thermoplastic traffic stripes, the tape will be measured and paid for by the linear foot as thermoplastic traffic stripe (sprayable).

Sprayable thermoplastic traffic stripes will be measured by the meter along the line of the traffic stripes, without deductions for gaps in broken traffic stripes. A double traffic stripe, consisting of two 4-inch wide yellow stripes, will be measured as one traffic stripe.



The contract price paid per linear foot for thermoplastic traffic stripe (sprayable) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in applying sprayable thermoplastic traffic stripes (regardless of the number, widths, and patterns of individual stripes involved in each traffic stripe) including establishing alignment for stripes, and layout work, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.22 BOLLARDS**

Bollards and removable bollards shall conform to the detail shown on the plans and to the provisions for miscellaneous bridge metal in Section 75, "Miscellaneous Metal" of the Standard Specifications.

The contract unit price paid for bollards and removable bollards shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing bollards complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

**SECTION 10-2. (BLANK)**

**SECTION 10-3. (BLANK)**

### **AMENDMENT TO STANDARD SPECIFICATIONS**

#### **STANDARD PLAN LIST**