

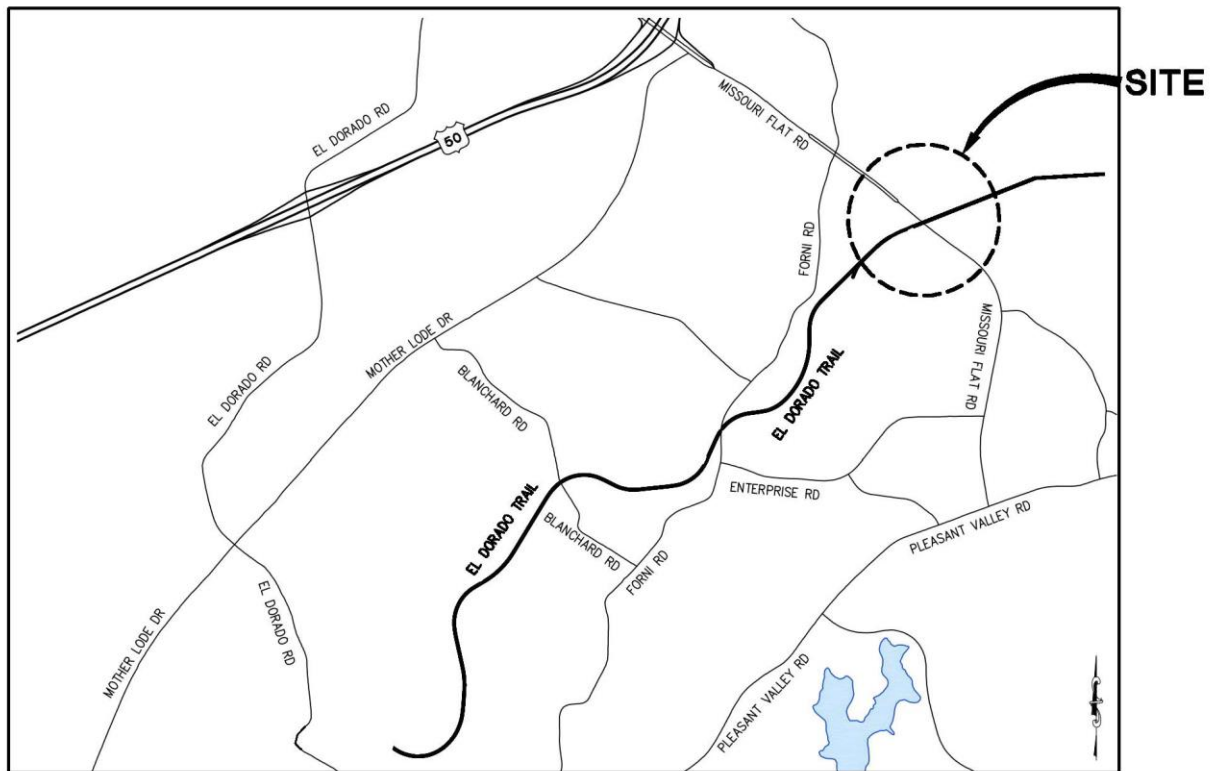
**COUNTY OF EL DORADO, CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT DOCUMENTS**

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

**EL DORADO TRAIL – MISSOURI FLAT ROAD  
BIKE/PEDESTRIAN OVERCROSSING PHASE 2**

CONTRACT No. 8144, CIP No. 36109002  
FEDERAL AID No. CML 5925 (132)



FOR USE WITH  
STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION,  
2022 STANDARD SPECIFICATIONS AND STANDARD PLANS

**BID OPENING DATE: FEBRUARY 16, 2024**

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

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



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Dustin W. Harrington  
Registered Civil Engineer No. 71517



**County of El Dorado, State of California**  
**Department of Transportation**

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
Contract No. 8144 / CIP No. 36109002

Table of Contents

NOTICE TO BIDDERS .....	NTB-1
ORGANIZATION.....	SPL-1
STANDARD PLANS LIST.....	SPL-1
DIVISION I GENERAL PROVISIONS .....	SP-1
1 GENERAL.....	SP-1
2 BIDDING .....	SP-2
3 CONTRACT AWARD AND EXECUTION.....	SP-8
4 SCOPE OF WORK .....	SP-10
5 CONTROL OF WORK .....	SP-12
6 CONTROL OF MATERIALS.....	SP-20
7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC .....	SP-23
8 PROSECUTION AND PROGRESS .....	SP-31
9 PAYMENT.....	SP-32
DIVISION II GENERAL CONSTRUCTION.....	SP-35
10 GENERAL.....	SP-35
11 WELDING .....	SP-36
12 TEMPORARY TRAFFIC CONTROL .....	SP-36
13 WATER POLLUTION CONTROL.....	SP-39
14 ENVIRONMENTAL STEWARDSHIP .....	SP-40
15 EXISTING FACILITIES.....	SP-44
16 TEMPORARY FACILITIES.....	SP-44
DIVISION III EARTHWORK AND LANDSCAPE .....	SP-44
17 GENERAL.....	SP-44
18 DUST PALLIATIVES.....	SP-45
19 EARTHWORK.....	SP-45
20 LANDSCAPE .....	SP-46
21 EROSION CONTROL.....	SP-47

22 FINISHING ROADWAY .....	SP-47
DIVISION IV SUBBASES AND BASES.....	SP-47
23 GENERAL.....	SP-47
24 STABILIZED SOILS.....	SP-47
25 AGGREGATE SUBBASES.....	SP-47
26 AGGREGATE BASES .....	SP-47
27 CEMENT TREATED BASES.....	SP-47
28 CONCRETE BASES.....	SP-47
29 TREATED PERMEABLE BASES .....	SP-47
30 RECLAIMED PAVEMENTS.....	SP-48
31–35 RESERVED .....	SP-48
DIVISION V SURFACINGS AND PAVEMENTS .....	SP-48
36 GENERAL.....	SP-48
37 BITUMINOUS SEALS.....	SP-48
38 RESERVED .....	SP-48
39 ASPHALT CONCRETE .....	SP-48
40 CONCRETE PAVEMENT.....	SP-73
41 EXISTING CONCRETE PAVEMENT .....	SP-73
42 GROOVE AND GRIND CONCRETE.....	SP-73
43–44 RESERVED .....	SP-73
DIVISION VI STRUCTURES .....	SP-74
45 GENERAL.....	SP-74
46 GROUND ANCHORS AND SOIL NAILS.....	SP-74
47 EARTH RETAINING SYSTEMS.....	SP-74
48 TEMPORARY STRUCTURES.....	SP-78
49 PILING .....	SP-78
50 PRESTRESSING CONCRETE.....	SP-78
51 CONCRETE STRUCTURES.....	SP-78
52 REINFORCEMENT.....	SP-81
53 SHOTCRETE.....	SP-81
54 WATERPROOFING.....	SP-81
55 STEEL STRUCTURES.....	SP-81
56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES .....	SP-89
57 WOOD AND PLASTIC LUMBER STRUCTURES.....	SP-89

58 SOUND WALLS .....	SP-89
59 STRUCTURAL STEEL COATINGS .....	SP-89
60 EXISTING STRUCTURES.....	SP-89
DIVISION VII DRAINAGE FACILITIES.....	SP-90
61 GENERAL .....	SP-90
62–63 RESERVED .....	SP-90
64 PLASTIC PIPE .....	SP-90
65 CONCRETE PIPE.....	SP-90
66 CORRUGATED METAL PIPE .....	SP-90
67 STRUCTURAL PLATE CULVERTS .....	SP-90
68 SUBSURFACE DRAINS.....	SP-90
69 OVERSIDE DRAINS.....	SP-90
70 MISCELLANEOUS DRAINAGE FACILITIES .....	SP-90
71 EXISTING DRAINAGE FACILITIES .....	SP-91
DIVISION VIII MISCELLANEOUS CONSTRUCTION.....	SP-91
72 SLOPE PROTECTION .....	SP-91
73 CONCRETE CURBS AND SIDEWALKS .....	SP-91
74 PUMPING EQUIPMENT AND CONTROLS .....	SP-91
75 MISCELLANEOUS METAL .....	SP-91
76 WELLS .....	SP-91
77 LOCAL INFRASTRUCTURE .....	SP-91
78 INCIDENTAL CONSTRUCTION.....	SP-91
79 RESERVED .....	SP-92
80 FENCES.....	SP-92
DIVISION IX TRAFFIC CONTROL DEVICES .....	SP-92
81 MISCELLANEOUS TRAFFIC CONTROL DEVICES .....	SP-92
82 SIGNS AND MARKERS .....	SP-92
83 RAILINGS AND BARRIERS .....	SP-92
84 MARKINGS.....	SP-92
85 RESERVED .....	SP-93
DIVISION X ELECTRICAL WORK .....	SP-93
86 GENERAL .....	SP-93
87 ELECTRICAL SYSTEMS.....	SP-93
88 RESERVED .....	SP-94

DIVISION XI MATERIALS .....	SP-94
89 AGGREGATE .....	SP-94
90 CONCRETE .....	SP-94
91 PAINT .....	SP-94
92 ASPHALT BINDERS .....	SP-94
93 RESERVED .....	SP-94
94 ASPHALTIC EMULSIONS .....	SP-94
95 EPOXY .....	SP-95
96 GEOSYNTHETICS .....	SP-95
97–98 RESERVED .....	SP-95
DIVISION XII BUILDING CONSTRUCTION .....	SP-95
99 BUILDING CONSTRUCTION .....	SP-95
APPENDIX A – FUNDING SIGN DETAIL .....	AA-1
AGREEMENT (DRAFT) .....	C-1
Article 1. THE WORK .....	C-1
Article 2. CONTRACT DOCUMENTS .....	C-1
Article 3. COVENANTS AND CONTRACT PRICE .....	C-2
Article 4. COMMENCEMENT AND COMPLETION .....	C-2
Article 5. INDEMNITY .....	C-2
Article 6. VENUE .....	C-3
Article 7. NOTIFICATION OF SURETY COMPANY .....	C-3
Article 8. PERFORMANCE BOND .....	C-3
Article 9. PAYMENT BOND .....	C-3
Article 10. ASSIGNMENT OF ANTITRUST ACTIONS .....	C-3
Article 11. TERMINATION BY COUNTY FOR CONVENIENCE .....	C-4
Article 12. TERMINATION BY COUNTY FOR CAUSE .....	C-4
Article 13. SUCCESSORS AND ASSIGNS .....	C-5
Article 14. REPORTING ACCIDENTS .....	C-5
Article 15. EMISSIONS REDUCTION .....	C-5
Article 16. WORKERS' COMPENSATION CERTIFICATION .....	C-5
Article 17. WARRANTY .....	C-6
Article 18. RETAINAGE .....	C-6
Article 19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM .....	C-6
Article 20. PREVAILING WAGE REQUIREMENTS .....	C-7

Article 21. NONDISCRIMINATION .....	C-8
Article 22. CONTRACTOR ASSURANCES.....	C-8
Article 23. BUSINESS LICENSE .....	C-10
Article 24. FORCE MAJEURE .....	C-10
Article 25. INDEPENDENT CONTRACTOR.....	C-10
Article 26. CONFLICT OF INTEREST .....	C-11
Article 27. TAXES .....	C-11
Article 28. CONTRACT ADMINISTRATOR .....	C-11
Article 29. AUTHORIZED SIGNATURES .....	C-11
Article 30. PARTIAL INVALIDITY .....	C-11
Article 31. NO THIRD PARTY BENEFICIARIES .....	C-12
Article 32. COUNTERPARTS .....	C-12
Article 33. ENTIRE AGREEMENT .....	C-12
EXHIBIT A - CONTRACTOR'S BID AND BID PRICE SCHEDULE .....	C-14
EXHIBIT B - FAIR EMPLOYMENT PRACTICES ADDENDUM .....	C-17
EXHIBIT C - FEDERAL EXHIBIT 12-G.....	C-18
EXHIBIT D - FHWA FORM 1273.....	C-39
EXHIBIT E - FEDERAL PREVAILING WAGE RATES .....	C-51
PAYMENT BOND .....	NO PAGE NUMBER
PERFORMANCE BOND.....	NO PAGE NUMBER
PROPOSAL .....	P-1
PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE .....	P-3
SUBCONTRACTOR LIST.....	P-6
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.....	P-8
NONCOLLUSION AFFIDAVIT.....	P-9
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT .....	P-10
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE .....	P-11
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT .....	P-11
IRAN CONTRACTING ACT CERTIFICATION .....	P-14
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION .....	P-15
NON-LOBBYING CERTIFICATION.....	P-16
DISCLOSURE OF LOBBYING ACTIVITIES .....	P-17
CERTIFICATION OF BIDDER'S PRE-FABRICATED BRIDGE MANUFACTURE'S QUALIFICATIONS.....	P-19
OPT OUT OF PAYMENT ADJUSTIONS FOR PRICE INDEX FLUCTUATIONS .....	P-20

SIGNATURE PAGE ..... P-21  
CALIFORNIA FORM 590 ..... P-22  
PAYEE DATA RECORD ..... P-24  
EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT ..... P-26  
EXHIBIT 15-H DBE INFORMATION – GOOD FAITH EFFORTS ..... P-28  
BIDDER'S BOND .....NO PAGE NUMBER



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

**NOTICE TO BIDDERS**

**NOTICE IS HEREBY GIVEN** by the County of El Dorado, State of California, that sealed bids for Work in accordance with the Project Plans (Plans) and Contract Documents designated:

**EL DORADO TRAIL-MISSOURI FLAT ROAD  
BIKE/PEDESTRIAN OVERCROSSING PHASE 2  
CIP No. 36109002, CONTRACT No. 8144**

will be received by the County of El Dorado, Department of Transportation (Department of Transportation), through Quest Construction Data Network (Quest) until **February 16, 2024 at 2:00 P.M.**, at which time bids will be publicly opened and read by the Department of Transportation. The bid opening will take place virtually through Zoom. The virtual bid meeting can be accessed via the following:

<http://tinyurl.com/MoFlatPOC>

Meeting ID: 225 438 962 65, Passcode: YX5gxT530-447-0967, Phone Conference ID: 257 862 782#.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids must be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado, Department of Transportation through Quest Construction Data Network (Quest). **The Proposal including the Bidder's Security, Form 590, and Payee Data Record shall be submitted through the Quest website for Project #8915541.**

**LOCATION/DESCRIPTION OF THE WORK:** The Project is located along Missouri Flat Road, near the community of Diamond Springs in the County of El Dorado. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Furnishing and installing a prefabricated steel pedestrian overcrossing structure, including precast prestressed concrete girders, mechanically stabilized earth retaining walls, structural concrete, hot mix asphalt paving, metal handrailing, signing, and striping. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.
- B. Bids are required for the entire Work described herein.
- C. The Contract time is ONE HUNDRED FIFTY (150) WORKING DAYS.
- D. For bonding purposes the anticipated Project cost is less than FIVE MILLION DOLLARS (\$5,000,000).
- E. A pre-bid meeting is scheduled for this Project on **February 7, 2024 at 2:00 P.M.** at the County of El Dorado, Department of Transportation, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. Attendance at the pre-bid meeting is not mandatory.
- F. This Project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

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

parties may also access the Quest website by clicking on the link next to the Project Name or entering the Quest Project # on the Department of Transportation's website at <http://www.edcgov.us/Government/DOT/pages/BidsHome.aspx>.

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$30.00 by inputting the Quest Project #8915541 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information.

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

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

The following Supplemental Project Information will be provided in pdf format as part of the Contract Documents on Quest's website to all planholders who acquire the Contract Documents digitally through Quest:

- Foundation Report
- Revised Standard Plans

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

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

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

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

**EMISSIONS REDUCTION:** Contractor must comply with emission reduction regulations mandated by the California Air Resources Board, sign the certification of knowledge in the Agreement, and provide County a Certificate of Reported Compliance when road legal diesel vehicles with a gross vehicle weight over 14,000

pounds are included in their fleet. Contractor must require all sub-contractors to comply with such regulations and provide County a Certificate of Reported Compliance for each sub-contractor with road legal diesel vehicles over 14,000 pound gross vehicle weight.

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

The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Jennifer Rimoldi, County of El Dorado Community Department of Transportation, email-[jennifer.rimoldi@edcgov.us](mailto:jennifer.rimoldi@edcgov.us), Fax-(530) 626-0387 within 24 hours of being requested after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time the contract is awarded all listed subcontractors must be properly licensed to perform their designated portion of the Work. The Bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

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

**BUILD AMERICA, BUY AMERICA:** This Project is subject to the "Build America, Buy America Act" ("BABAA") as added by Section 70911 of the Infrastructure Investment and Jobs Act (135 Stat. 429, 117 P.L. 58).

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:** The County of El Dorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

For Federal-aid projects, DBE requirements of Title 49 Part 26 of the Code of Federal Regulations (49 CFR 26) apply. Bidders are advised that, as required by Federal law, the County of El Dorado has implemented Disadvantaged Business Enterprise requirements for Disadvantaged Business Enterprises (DBE). Comply with Section 2-1.12 and Section 5-1.13.

In accordance with 49 CFR 26, Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

The Disadvantaged Business Enterprise (DBE) Contract goal is **21%**.

The UDBE Good Faith Effort Submittal Information Handout and the County of El Dorado DBE Training Presentation is available at <http://www.edcgov.us/Government/DOT/pages/DBE.aspx>. The problems and

solutions listed in the Handout apply to DBE Good Faith Efforts Submittals.

**NONDISCRIMINATION:** Comply with Chapter 5 of Division 4.1 of Title 2, California Code of Regulations and the following.

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

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

Comply with the additional nondiscrimination and fair employment practices provisions in the *Draft Agreement* contained in these Contract Documents that will apply to this Federal-aid Contract.

The Department of Transportation hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for the award.

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

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving Federal funds, Federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

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

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

In the case of Federally funded projects, where Federal and State prevailing wage requirements apply, compliance with both is required. This Project is funded in whole or part by Federal funds. Comply with Exhibit D of the Draft Agreement and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 3141-3147 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. The Department of Transportation will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

**TRAINING:** For the Federal training program, the number of trainees or apprentices is three (3).

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

**BID PROTEST PROCEDURE:** The protest procedure is intended to handle and resolve disputes related to the bid award for this Project pursuant to Title 2 Code of Federal Regulations Part 200.318(k) and County of El Dorado policies and procedures. A protestor must exhaust all administrative remedies with the County of El Dorado before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

1. Violations of Federal law or regulations and the standards of 2 CFR Part 200.318(k). Violations of State of California or local law will be under the jurisdiction of the State of California or the County of El Dorado; and
2. Violation of the County of El Dorado's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to the County of El Dorado.

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

**Policy:** Upon completion of the bid evaluation, the Department of Transportation will notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

**Procedure:** If a bidder wishes to protest the award, this is the procedure:

1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the fax number designated in the Proposal, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by the County of El Dorado, Department of Transportation, Attention Jennifer Rimoldi, 2441 Headington Road, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must

provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.

3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, it will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Department of Transportation will also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. In the event that the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

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

**Public Records Act:** All bids and other materials submitted as part of the process, including review of DBE materials, become the property of the County and are subject to release according to the California Public Records Act (Government Code §6250).

If a Bidder believes that any portion of its Bid or other materials submitted is exempt from public disclosure, Bidder must indicate the specific portions believed to be confidential and not subject to disclosure on Attachment I – Public Records Act Exemptions at the same time that the Bid or other materials are provided to the County. The Bidder also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. County will not consider any requested exemptions that do not meet the requirements of this section and will treat the bid or other materials submitted as non-exempt public records.

The County will use reasonable means to ensure that such information is safeguarded but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Bid or other materials with portions identified in Attachment I as "Confidential," Bidder represents that it has a good faith belief that such portions are exempt from disclosure under the Public Records Act. Bidder may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Bidder agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of the Bid or other materials.

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

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

next lowest, responsive, responsible Bidder.

The Office Engineer must receive all required documents within ten (10) business days of the date of the Notice of Award of Contract letter.

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

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period to the email shown on the Quest website under the Quest #8915541 "Project Q&A". If the response does not require an addendum, a response will be posted as a response to bidder's inquiry on the Quest website under "Project Q&A". It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders".

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. These inquiries or questions, submitted after bid opening will not be treated as a bid protest.

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

Authorized by the Board of Supervisors on January 23, 2024, at Placerville, California.

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



## ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of the *Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to the *Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *Standard Specifications* for any other reference to a paragraph of the *Standard Specifications*.

## STANDARD PLANS LIST

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

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

A3A	Abbreviations (Sheet 1 of 3)
A3B	Abbreviations (Sheet 2 of 3)
A3C	Abbreviations (Sheet 3 of 3)
A10A	Legend - Lines and Symbols (Sheet 1 of 5)
RSP A10B	Legend - Lines and Symbols (Sheet 2 of 5)
A10C	Legend - Lines and Symbols (Sheet 3 of 5)
A10D	Legend - Lines and Symbols (Sheet 4 of 5)
A10E	Legend - Lines and Symbols (Sheet 5 of 5)
A10F	Legend - Soil (Sheet 1 of 2)
A10G	Legend - Soil (Sheet 2 of 2)

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

A24E	Pavement Markings - Words, Limit and Yield Lines
A24F	Pavement Markings and Crosswalks

### EXCAVATION AND BACKFILL

A62A	Excavation and Backfill - Miscellaneous Details
A62F	Excavation and Backfill - Metal and Plastic Culverts

### FENCES

A86	Barbed Wire and Wire Mesh Fences
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### CURBS, DRIVEWAYS, DIKES, CURB RAMPS, AND ACCESSIBLE PARKING

A87A	Curbs and Driveways
RSP A87B	Hot Mix Asphalt Dikes

### DRAINAGE INLETS, PIPE INLETS AND GRATES

RSP D72B	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
RSP D72C	CIP Drainage Inlets - Types G1, G2, G3, G4, G5 and G6
RSP D72F	CIP Drainage Inlets Notes
RSP D72G	CIP Drainage Inlets Tables
RSP D73B	Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6



<b>RSP D73C</b>	<b>Precast Drainage Inlets - Types G1, G2, G3, G4, G5 and G6</b>
<b>RSP D73F</b>	<b>Precast Drainage Inlets Notes</b>
<b>RSP D73G</b>	<b>Precast Drainage Inlets Tables</b>
<b>D75B</b>	<b>Concrete Pipe Inlets</b>
<b>D77A</b>	<b>Grate Details No. 1</b>
<b>D77B</b>	<b>Grate Details No. 2</b>

**CONSTRUCTION LOADS ON CULVERTS AND STRUT DETAILS**

**D88**      **Construction Loads on Culverts**

**FLARED END SECTIONS**

**D94A**      **Metal and Plastic Flared End Sections**

**TEMPORARY TRAFFIC CONTROL SYSTEMS**

**RSP T13**      **Traffic Control System for Lane Closure on Two Lane Conventional Highways**

**TEMPORARY WATER POLLUTION CONTROL**

**T51**      **Temporary Water Pollution Control Details (Temporary Silt Fence)**

**T53**      **Temporary Water Pollution Control Details (Temporary Cover)**

**T56**      **Temporary Water Pollution Control Details (Temporary Fiber Roll)**

**T57**      **Temporary Water Pollution Control Details (Temporary Check Dam)**

**T58**      **Temporary Water Pollution Control Details (Temporary Construction Entrance)**

**T59**      **Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)**

**RSP T65**      **Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]**

**ROADSIDE SIGNS**

**RS1**      **Roadside Signs - Typical Installation Details No. 1**

**RS2**      **Roadside Signs - Wood Post - Typical Installation Details No. 2**

**RS4**      **Roadside Signs - Typical Installation Details No. 4**

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# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

Add to section 1-1.01:

### Nonstandard Bid Items and Applicable Sections

Item Code	Item Description	Applicable Section
14900X	PREPARE FUGITIVE DUST PLAN	14
47501X	RETAINING WALL (SEGMENTAL BLOCK)	47
51050X	MINOR CONCRETE (RETAINING WALL COPING)	51
55020X	FURNISH & INSTALL PREFABRICATED BRIDGE	55
73001X	MINOR CONCRETE (BRIDGE CURB)	73
82084X	SIGN (WOOD POST, BIKE PATH)	82

Add to the table in section 1-1.06:

Abbreviation	Meaning
CVIN	Central Valley Independent Network, LLC
EID	El Dorado Irrigation District
SWD	Sign Working Day
USPS	United States Postal Service

Replace the corresponding definitions in section 1-1.07B with:

**Bid Item List:** List of bid items and the associated quantities. The Proposal Pay Items and Bid Price Schedule in the Proposal section is the Bid Item List. The verified Bid Item List is Exhibit A Contractor's Bid and Bid Price Schedule in the fully-executed contract for the project.

**Contract acceptance:** County Clerk/Recorder's recordation of the executed written Notice of Acceptance of a completed Contract.

**Department or Department of Transportation:** The Department of Transportation in the County of El Dorado or Department of Transportation as defined in St & Hwy Code § 20 and authorized in St & Hwy Code § 90; its authorized representatives.

**Engineer:** The Director of Transportation for County of El Dorado, or authorized representative (Resident Engineer) responsible for the Contract's administration; the Resident Engineer's authorized representatives.

**Federal-aid contract:** Contract that has a federal-aid project number on the cover of the book titled Contract Documents.

**Informal-bid contract:** Contract that is noted as informally bid in the *Notice to Bidders*.

**Special Provisions:** Specifications specific to the project. These specifications are in a section titled *Special Provisions* of a book titled *Contract Documents including Notice to Bidders, Special Provisions, Proposal, and Contract*.

**State:** The State of California, including its agencies, departments, or divisions, whose conduct or action is related to the work, or County of El Dorado, a political subdivision of the State, and Department of Transportation

**Structure Design:** The Department of Transportation for County of El Dorado or Offices of Structure Design of the Department of Transportation.



- 5. ConstructConnect at [www.constructconnect.com](http://www.constructconnect.com)
- 6. Quest Construction Data Network's website as described in the *Notice to Bidders*

The Notice to Bidders can be viewed at <http://www.edcgov.us/Government/DOT//pages/BidsHome.aspx>.

The *Notice to Bidders* includes how and where to obtain the Contract Documents book, the project Plans, and the Supplemental Project Information.

The Contract Documents book includes the *Notice to Bidders, Revised Standard Specifications, Special Provisions, Proposal, and Contract*.

**Add before the 1st paragraph of section 2-1.06B:**

Availability of and requests for rock cores, other supplemental project information, and bridge as-built drawings described in this section apply only to projects on the State Highway System.

Department does not release CAD files during bidding.

**Replace the 3rd paragraph of section 2-1.06B with:**

If an *Informational Handout* or cross sections are available you may view and/or download them at as described in the *Notice to Bidders*.

**Add between the 1st and 2nd paragraphs of section 2-1.06B:**

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Means	Description
Available as specified in the <i>Notice to Bidders</i>	Foundation Report

**Replace "RESERVED" in section 2-1.08 with:**

Section 2-1.08 applies to a federal-aid contract.

Under 31 USC § 1352:

None of the funds appropriated by any Act may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, submit an executed certification and, if required, submit a completed disclosure form as part your Proposal.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for

completion of the Standard Form is also included in the Proposal. Signing the Proposal constitutes signature of the Certification.

The certification and disclosure of lobbying activities must be included in each subcontract and any lower-tier contracts exceeding \$100,000. Submit all disclosure forms regardless of tier, but not certifications.

You, your subcontractors, and any lower-tier contractors must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form you, your subcontractors, and any lower-tier contractors previously filed. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

**Replace "Bid Item List" in section 2-1.09 with:**

Proposal Pay Items and Bid Price Schedule.

**Replace the 2nd paragraph in section 2-1.10 with:**

The Subcontractor List in the Proposal must show the name, contractor's license number, DIR registration number, address, and work portions to be performed by each subcontractor listed. The work portion to be performed must be shown by listing the bid item number, bid item description, and portion of the work to be performed by the subcontractor in the form of a percentage (not to exceed 100%) calculated by dividing the work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Jen Rimoldi via fax (530) 698-5813 or email Jen.Rimoldi@edcgov.us within 24 hours of it being requested by the Department, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

**Add to section 2-1.12B(1):**

The Contractor must also carry out applicable requirements of 2 CFR Part 200.321 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 2 CFR Part 200.321 are as follows:

1. *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*
  - a. Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
  - b. Affirmative steps must include:
    - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
    - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
    - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and

women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

The County encourages the Bidder to take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when opportunities exist.

**Add to section 2-1.12B(2):**

Bidders other than the apparent low bidder, the 2nd low bidder, and the 3rd low bidder are not required to submit the DBE commitment form unless the Department requests it. If the Department requests a DBE commitment form from you, submit the completed form within 5 days of the request via email or fax to Office Engineer, email [Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax (530) 698-5813.

**Add to section 2-1.12B(3):**

As provided in 49 CFR 26.53(d) if the Department determines that the apparent successful Bidder failed to meet the Good Faith Effort requirements, the Department will provide the apparent successful low Bidder an opportunity for administrative reconsideration before awarding the Contract. The Department will provide the apparent successful low Bidder an opportunity to submit written documentation or argument and meet in person with the reconsideration official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The reconsideration official is someone who did not participate in the original determination that the goal or good faith effort was not met. No additional meetings or protests will be allowed after the reconsideration officials determination is released.

**Replace section 2-1.15 "DISABLED VETERAN BUSINESS ENTERPRISES" with:**

**2-1.15 RESERVED**

**Replace section 2-1.18 "SMALL BUSINESS AND NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCES" with:**

**2-1.18 RESERVED**

**Replace section 2-1.27 "CALIFORNIA COMPANIES" with:**

**2-1.27 RESERVED**

**Delete section 2-1.31.**

**Replace section 2-1.33 with:**

Except as noted below, complete all pages of the Proposal in the Contract Documents book and submit the completed Proposal, Payee Data Record, and CA 590 Form with the Bidder's Security as noted in the *Notice to Bidders*.

Submit the forms from the Proposal and form information at the times shown in the following table:

Contract type	Forms to be submitted at the time of bid	Forms to be submitted and received no later than within 24 hours of being requested by the Department <sup>b</sup>	Forms to be submitted and received within 24 hours of being requested by Department <sup>b</sup>	Forms to be submitted and received no later than 4:00 p.m. 5 days after bid opening <sup>a</sup>
All Contracts	All Proposal forms including Business name and address; bid item number and bid item description of subcontracted work on the Subcontractor List	Subcontractor name, bid item number, bid item description shown on the Subcontractor List submitted with Proposal, and the percentage of each bid item <sup>b</sup>	Correction for incorrect Contractor License # on Subcontractor List submitted with Proposal <sup>b</sup>	--
Federal-aid Contracts Only		--		<ul style="list-style-type: none"> <li>• Local Agency Bidder - DBE – Commitment (Exhibit 15-G)<sup>c</sup></li> <li>• DBE Information - Good Faith Efforts (Exhibit 15-H) and Documentation</li> </ul>

<sup>a</sup>The percentage of each bid item and the 15-G and 15-H forms may be submitted at the time of bid.

<sup>b</sup>If the information is not submitted at the time of bid email or fax to Office Engineer, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax-(530) 698-5813. This after-bid submittal does not apply to an informal-bid contract. For an informal bid contract, submit the completed form at the time of bid.

<sup>c</sup>If not submitted at the time of bid, applicable only to the apparent low bidder, 2nd low bidder, and 3rd low bidder. Submit via email or fax to Office Engineer, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax-(530) 698-5813.

Failure to submit the forms and information as specified results in a nonresponsive bid.

If an agent other than the authorized corporation officer or a partnership member signs the bid, submit a Power of Attorney authorizing the agent to sign on behalf of the principal with the bid. Otherwise, the bid may be disregarded as irregular or unauthorized.

Bid forms and information on the form that are due after the time of bid may be submitted at the time of bid.

**Replace the 4th item of the 1st paragraph of section 2-1.34 with:**

- (a) Bidder's bond signed by an authorized representative of a surety insurer who is licensed in California. The authorized representative's signature must be notarized and authorization documentation must be provided.

**Replace the last paragraph of section 2-1.34 with:**

If using a bidders bond, you must complete the Bidder's bond form included in in the Contract Documents following the Proposal and submit it with your proposal.

**Replace "RESERVED" in section 2-1.36 with:**

## **2-1.36 PRE-FABRICATED BRIDGE MANUFACTURER CERTIFICATION PRE-AWARD QUALIFICATION**

Submit Certification of Bidder's Pre-fabricated Bridge Manufacturer's Qualifications required under section with your Proposal. Failure to submit the certification results in a non-responsive bid.

**Replace "Reserved" in section 2-1.44 with:**

### **2-1.44 BID PROTEST PROCEDURE**

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 2 Code of Federal Regulations Part 200.318(k) and County policies and procedures. A protestor must exhaust all administrative remedies with County before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

1. Violations of Federal law or regulations and the standards of 2 CFR Part 200.318(k). Violations of State of California or local law will be under the jurisdiction of the State or County; and
2. Violation of County's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to County.

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

**Policy:** Upon completion of the bid evaluation, the Department will notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

**Procedure:** If you wish to protest the award, this is the procedure:

1. The Department will review the bids received in a timely fashion under the terms and conditions of the *Notice to Bidders*, and notify you in writing, at the fax number designated in the Proposal, of its recommendation including for award or rejection of bids ("All Bidders Letter").
2. Within five (5) business days from the date of the "All Bidders Letter," the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by Office Engineer, Attention Jen Rimoldi, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Department finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department does not agree with the protest, or otherwise fails to resolve the protest, the Department will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agendized for the Board of Supervisors' consideration and action. The Department will also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. If the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

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



**Replace the 1st sentence in section 2-1.46 with:**

County Board of Supervisors' decision on the bid award is final.

**Replace the 1st sentence in the 2nd paragraph section 2-1.46 with:**

County Board of Supervisors may reject:

**Replace section 2-1.47 with:**

**2-1.47 BID RELIEF**

County Board of Supervisors may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to Office Engineer, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us), Fax-(530) 698-5813. Requests for bid relief must be in writing within 2 business days of the bid opening and must demonstrate:

1. A mistake was made in your bid.
2. The mistake made the bid materially different than what you intended.
3. The mistake was made in filling out the bid and not due to an error in judgment or to carelessness in inspecting the site of work or in reading the plans or specifications.

AA

**3 CONTRACT AWARD AND EXECUTION**

**Delete items 1 and 2 of section 3-1.02B.**

**Replace section 3-1.04 with:**

County Board of Supervisors will consider bids for award. County reserves the right after opening bids to reject any or all bids, to waive any irregularity in a bid, or to make award to the lowest responsive, responsible Bidder and reject all other bids, as it may best serve the interests of County. The award of the Contract, if it be awarded, will be to the lowest, responsive, responsible Bidder who's Proposal complies with all the requirements prescribed. This award, if made, will be made within sixty (60) days after the opening of the bids. This period will be subject to extension as may be agreed upon in writing between the Department and the Bidder concerned.

All bids will be compared on the basis of the Proposal Pay Items and Bid Price Schedule of the quantities of work to be done.

The lowest, responsive, responsible bidder will be the Bidder submitting the lowest additive total of all the bid items and meeting all other requirements. In the event of a discrepancy between the unit price bid and the extended unit total as stated on the Proposal, the Department uses the amount bid for the unit price in calculating the additive total of the bid items for purposes of award, including revisions by Addenda, and as specified in the Proposal instructions.

**Replace section 3-1.05 with:**

**3-1.05 CONTRACT BONDS (CIVIL CODE § 9550 AND PUBLIC CONTRACT CODE § 20129(b))**

The successful Bidder must furnish two bonds:

1. Payment bond to secure the claim payments of laborers, workers, mechanics, or materialmen providing goods, labor, or services under the Contract. This bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the contract, naming the County as obligee.

2. Performance bond to guarantee faithful performance of the Contract. This bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the contract, naming the County as obligee.

The Payment and Performance Bond forms are included with the Draft Agreement section of the Contract Documents book. The Department furnishes the successful Bidder bond forms with the Contract award package.

The Payment and Performance Bond forms are included with the Draft Agreement section of the Contract Documents book. The Department furnishes the successful Bidder bond forms with the Contract award package.

**Replace the 1st paragraph and the 1st item of the 2nd paragraph of section 3-1.06 with:**

For a federal-aid contract, the Contractor must be properly licensed as a contractor from contract award (Pub Cont Code § 20103.5) through completion and acceptance of the Work, including the guarantee period. Failure to obtain proper and adequate licensing for an award of a Contract constitutes a failure to execute the Contract and results in the forfeiture of the security of the bidder.

1. The Contractor must be properly licensed as a contractor from bid opening (Bus & Prof Code § 7028.15) through completion and acceptance of the Work, including the guarantee period. Failure to obtain proper and adequate licensing constitutes a failure to execute the Contract and results in the forfeiture of the security of the bidder.

**Replace section 3-1.08 “SMALL BUSINESS PARTICIPATION REPORT” with:**

**3-1.08 RESERVED**

**Replace section 3-1.11 with:**

**3-1.11 COUNTY PAYEE DATA RECORD FORM**

Complete and sign the County *Payee Data Record* form included in the Contract Proposal package.

**Replace section 3-1.18 with:**

**3-1.18 CONTRACT EXECUTION**

The successful Bidder must sign the *Agreement*.

Deliver to Office Engineer:

- 1) Two Original Signed *Agreements*, including the attached form FHWA-1273
- 2) Contract Bonds
- 3) Documents identified in section 3-1.07 and 7-1.06
- 4) Documents identified in and marked as specified in section 3-1.14, if applicable.

Office Engineer must receive these documents within 10 business days of the date of the Notice of Award of Contract letter.

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

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

**Replace section 3-1.19 with:**

**3-1.19 BIDDERS' SECURITIES (Pub Cont Code § 20129)**

The Department returns the securities of the unsuccessful Bidders after Contract award. The Department returns the successful Bidder's security after Contract execution.

^^

**4 SCOPE OF WORK**

**Delete section 4-1.07C.**

Replace “RESERVED” in section 4-1.08 with:

#### **4-1.08 SUSPENSION OF WORK ORDERED BY THE ENGINEER**

##### **4-1.08A General**

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

Replace “RESERVED” in section 4-1.09 with:

#### **4-1.09 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK**

##### **4-1.09A General**

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

AA

## 5 CONTROL OF WORK

### Replace the 5th paragraph of section 5-1.01 with:

Ensure the Department's, El Dorado Irrigation District, PG&E, AT&T, COMCAST, and CVIN safe access to the work. Furnish facilities necessary for the Department's, El Dorado Irrigation District, PG&E, AT&T, Comcast, and Vast Networks/CVIN inspection.

### Delete section 5-1.09.

### Add the following to the end of the second paragraph of 5-1.13A:

Include a copy of Certificate of Reported Compliance, as required by emissions reduction regulations mandated by the California Air Resources Board, for each company with road legal diesel vehicles over 14,000 pound gross vehicle weight.

### Replace the 6th paragraph of section 5-1.13A with:

Each subcontract must include the provisions of this contract and each subcontractor must comply with the applicable terms and conditions of this contract.

### Replace the 7th paragraph of section 5-1.13A with:

The Department encourages you to and, for USDOT federal-aid assisted projects, you must include a dispute resolution process in each subcontract.

### Replace section 5-1.13B with:

#### 5-1.13B Disadvantaged Business Enterprises

##### 5-1.13B(1) General

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

Use each DBE Subcontractor as listed on the Subcontractor List form and the Local Agency Bidder – DBE Commitment (Construction Contracts) Exhibit 15-G form unless you receive authorization for a substitution. Ensure that all subcontracts and agreements with DBEs to supply labor or materials are performed under 49 CFR 26.

You must:

1. Notify the Resident Engineer or Inspector of any changes to anticipated DBE participation listed on the approved DBE Commitment (Construction Contracts) Exhibit 15-G form.
2. Provide this notification in writing prior to starting the DBE's work.
3. Maintain records of subcontracts made with DBE subcontractors and records of materials purchased from DBE suppliers. Include in the records:
  1. Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
  2. Date of payment and total amount paid to each DBE business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 10th day of each month for the previous month's work, submit:

1. Monthly DBE Trucking Verification form
2. Monthly DBE Payment form

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

If a DBE is decertified before completing its work, the business must notify you in writing of the decertification date within 15 days of decertification. Notify the Engineer and submit the DBE's decertification notice within 2 business days of your receipt. Upon work completion, complete a Disadvantage Business Enterprises (DBE) Certification Status Change form and submit the DBE Certification Status Change, form with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

Upon work completion, complete a Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors form and submit with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

The Department withholds the greater of 10 percent of the DBE commitment or \$10,000 until the form is submitted. The Department releases the withhold upon submission of the completed form. If additional payments are made to a DBE after submittal of the completed form, submit an updated form to reflect such payments.

Failure to carry out requirements of 49 CFR 26 is a material breach of the Contract, which may result in the termination of the Contract or other remedy as the Department deems appropriate, such as:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Applying liquidated damages
4. Disqualification from future bidding as nonresponsive

#### **5-1.13B(2) Disadvantaged Business Enterprises**

##### **5-1.13B(2)(a) General**

Section 5-1.13(B)(2) applies if a DBE goal is shown on the *Notice to Bidders*.

Certification as a DBE identifies if the business has the means to perform its work under assigned North American Industry Classification System codes and work codes applicable to the type of work the DBE will perform on the Contract. Certification does not ensure the DBE will perform a commercially useful function on the Contract.

You are responsible for ensuring each DBE listed on the DBE Commitment form performs:

1. The description and value of the subcontracted work or material supplied as committed
2. A commercially useful function under 49 CFR 26.55 for committed work or materials

For DBE committed work, the Department only pays for work performed or supplied by the listed DBE and if a commercially useful function was performed by the listed DBE.

You are responsible to remediate noncompliant DBE work to meet your DBE commitment. Submit a DBE commitment remediation plan within 5 business days of the Engineer's request.

Pay your DBEs in conformance with section 5-1.13E.

Failure to promptly pay DBEs may result in a withhold corresponding to the value of the DBE's committed work from future progress payments. In addition, unpaid DBE amounts will not count towards your DBE commitment, which may result in equivalent withholds or deductions and a 2 percent penalty on the unpaid amount for every month payment is not made.

##### **5-1.13B(2)(b) Commercially Useful Function**

DBEs must perform a commercially useful function under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBEs value of work will only count toward the DBE commitment if the DBE performs a commercially useful function under 49 CFR 26.55.

Provide written notification to the Engineer at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. Include the DBE's name, contract work to be performed, and the location, date, and time of where their work will take place.

Within 10 days of a DBE initially performing work or supplying materials on the Contract, submit your initial evaluation and validation of their performance of a commercially useful function using DBE Commercially Useful Function Evaluation form. Include the following supporting information with your submittal:

1. Subcontract agreement with the DBE
2. Purchase orders
3. Bills of lading
4. Invoices
5. Proof of payment

Monitor your DBEs' performance of commercially useful function with quarterly evaluations and validations throughout their duration of work on the Contract using DBE Commercially Useful Function Evaluation form. Submit your quarterly evaluation and validation DBE Commercially Useful Function Evaluation forms by the 5th of the month for the previous three month's work. Include any additional supplemental supporting information with your submittal. If your DBE's work-start and -end dates for the Contract exceed a three-month period, regardless of time not on the Contract, quarterly evaluations and validations are required.

Notify the Engineer immediately if you believe the DBE may not be performing a commercially useful function.

The Department will verify your DBEs performance of commercially useful functions by reviewing your initial and quarterly DBE Commercially Useful Function Evaluation forms, your submitted supporting information, field observations, and through select Department evaluations. The Department may evaluate DBEs and their commercially useful function performance at any time during the Contract. In such instances, the Department will provide written notice to you and your DBE at least 2 business days prior to the evaluation. You and your DBE must participate in the evaluation. Upon completing the evaluation, the Department will share the evaluation results with you and your DBE. The evaluation results may include items that must be remedied upon your receipt. If the Department determines the DBE is not performing a commercially function you must suspend performance of the noncompliant work.

You and your DBEs must submit any additional commercially useful function related records and documents within 5 business days of Department request such as:

1. Proof of ownership or lease and rental agreements for equipment
2. Tax records
3. Employee rosters
4. Certified payroll records
5. Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents will result in withhold of payment for the value of work completed by the DBE.

If you and or the Department determine a listed DBE is not performing a commercially useful function in performance of their DBE committed work, suspend performance of the noncompliant portion of the work. Submit a corrective action plan within 5 days of the noncompliant commercially useful function determination. The plan must identify how you will remediate when feasible or demonstrate commercially useful function compliance for the remaining portion of the DBE's work. Allow 5 days for plan review. The corrective actions must be implemented within 5 days of Engineer's authorization of your plan and prior to resumption of the noncompliant portion of the DBE's committed work.

If corrective actions cannot be accomplished to assure the DBE will perform a commercially useful function on the Contract, you may have good cause to request termination of the DBE under section 5-1.13B(2)(c).

### **5-1.13B(2)(c) Termination**

Termination of a DBE may be allowable for good cause reasons under 49 CFR 26.53(f)(3) with prior written authorization from the Department. You must provide documentation supporting good cause reasoning with your termination request. If the termination request is authorized by the Department, you must then either replace the DBE with another DBE or demonstrate good faith efforts to do so under 5-1.13B(2)(d).

Use the following procedure to request the termination of a DBE or portion of their work:

1. Provide written notice to the DBE of your intent to use other forces or material sources and include one or more of the good cause reasons under 49 CFR 26.53(f)(3). Simultaneously send a copy of this written notice to the Engineer. Your written notice to the DBE must request they provide any response to both you and the Engineer.
2. Provide the DBE with 5 business days to respond to your written notice by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within 5 business days, you may move forward with the request process as if the DBE had agreed to your written notice.
3. Submit your DBE termination request by written letter to the Engineer and include:
  - 3.1. One or more good cause reasons identified under 49 CFR 26.53(f)(3) along with supporting documentation.
  - 3.2. Your written notice to the DBE regarding the request, including proof of transmission and tracking documentation of your written notice.
  - 3.3. The DBE's response to your written notice, if received. If a written response was not provided, provide a statement to that effect.

The Department will respond to your complete DBE termination request as follows:

1. Where the DBE has agreed in writing or fails to timely respond to your written notice, the Department will respond within 2 business days from receipt of your request.
2. Where the DBE has disagreed in writing with your written notice, the Department will meet with you and the DBE within 5 business days from receipt of your request. The Department will respond to your request within 5 business days from this meeting.
3. If you fail to provide a complete request for DBE termination the Department will identify deficiencies within 5 business days from receipt of your request.

If the Department authorizes your DBE termination request it will do so in writing.

Work performed by a firm other than the committed DBE or authorized replacement DBE without first obtaining Department authorization for termination will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the noncompliant DBE commitment. In addition, if the committed DBE is also a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

### **5-1.13B(2)(d) Replacement**

After receiving Department written authorization of your DBE termination request, you must obtain separate Department authorization of your replacement plan.

Your replacement plan must identify DBE replacement firms to perform the work or demonstrate that you have made a good faith effort to use DBE replacement firms. DBE replacement firms must:

1. Perform at least the same dollar amount of work as the terminated DBE to the extent needed to meet the DBE commitment
2. Possess certifications for the most specific available North American Industry Classification System codes and work codes applicable to the work the firm will perform on the Contract
3. Perform a commercially useful function under 49 CFR 26.55

Use the following procedure to request authorization of your replacement plan:

1. Submit a request to replace a DBE with other forces or material sources by written letter to the Department which must include:



- 1.1. Description of remaining uncommitted item work made available for replacement DBE solicitation and participation.
- 1.2. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
  - 1.2.1. Quote for bid item work and description of work to be performed
  - 1.2.2. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
  - 1.2.3. Revised Subcontracting Request form
2. If you have not identified a DBE replacement firm, submit documentation of your good faith efforts to use DBE replacement firms within 7 days of Department's authorization to terminate the DBE. You may request the Department's approval to extend this submittal period to a total of 14 days. The Department considers your documented actions taken to identify a DBE replacement firm in determining whether a good faith effort was made under 49 CFR 26 app A. Submit documentation of actions taken to find a DBE replacement firm, such as:
  - 2.1. Search results of certified DBEs available to perform the original DBE work identified and or other work you had intended to self-perform, to the extent needed to meet your DBE commitment
  - 2.2. Solicitations of DBEs for performance of work identified in 2.1
  - 2.3. Correspondence with interested DBEs that may have included contract details and requirements
  - 2.4. Negotiation efforts with DBEs that reflect why an agreement was not reached
  - 2.5. If a DBE's quote was rejected, provide your reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - 2.6. Copies of each DBE's and non-DBE's price quotes for work identified in 2.1, as the Department may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - 2.7. Additional documentation that you believe supports your good faith effort

The Department will respond to your complete replacement plan as follows:

1. If a DBE replacement firm has been identified and required documentation has been provided, the Department will respond within 2 business days from receipt of your plan
2. If a DBE replacement firm has not been identified, but good faith effort documents have been provided, the Department will respond within 5 business days from receipt of your plan
3. If you fail to provide a complete replacement plan, the Department will return your request and identify deficiencies within 5 business days from receipt of your plan

If the Department authorizes your replacement plan it will do so in writing.

Submit a revised Subcontracting Request form if your replacement plan is authorized.

DBE committed work performed by a nonauthorized firm, will be a violation of these specifications and DBE federal regulations. Such violations will result in payment deductions for the value of the work associated with the DBE commitment. The Department will take a permanent deduction for the value of the DBE work that was not performed by the authorized DBE. In addition, if the associated work was also to be performed by a listed subcontractor, the Department applies an additional penalty up to 10 percent of the value of the subject work as a permanent deduction.

### **5-1.13B(3) Use of Joint Checks**

You may use a joint check between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if you obtain prior approval from the Department for your proposed use of joint checks upon submittal of a DBE Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

1. All parties, including the Contractor, must agree in writing to the use of a joint check
2. Entity issuing the joint check acts solely to guarantee payment
3. DBE must release the check to the material supplier
4. Department must authorize the request before implementation

5. Any party to the agreement must provide requested documentation within 10 days of the Department's request for the documentation
6. Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party.

If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with section 5-1.13B(3) disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

**Replace section 5-1.13C "DISABLED VETERANS BUSINESS ENTERPRISES" with:**

**5-1.13C RESERVED**

**Replace section 5-1.13D "NON-SMALL BUSINESSES" with:**

**5-1.13D RESERVED**

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

**5-1.13E Prompt Payment**

Section 5-1.13E applies to all contracts.

Pay your subcontractors within 7 days of receipt of each progress payment under Pub Cont Code §§ 10262 and 10262.5. Pay other entities, such as material suppliers, within 30 days of receipt of each progress payment.

Each month, after the 15th and prior to 20th, submit the following payment information to the Department:

1. Subcontractor's or entity's business name
2. Description of work performed
  - 2.1. Bid item numbers or change order numbers
  - 2.2. Written narrative of work performed
3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

If a subcontractor's or other entity's work is in dispute, provide a written withhold notification to the subcontractor or entity and the Engineer no later than 7 days after receipt of the corresponding progress payment that includes the following:

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

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

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress

pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

**Replace section 5-1.20B(4) with:**

Before procuring material, disposing of material, or otherwise using non-highway property, obtain a written agreement from the property owner and authorization to start.

**Replace “Reserved” in section 5-1.20H with:**

**5-1.20H Coordination With Schools**

You must provide written notice to the following schools at least one (1) week prior to the start of construction activities, any lane closures, detours, construction staging or any work that may affect traffic or pedestrians through the construction area:

**Herbert Green Middle School**  
3781 Forni Road  
Placerville, CA 95667  
Principal: Mary Beal  
(530) 622-4668

**Independence High School**  
385 Pleasant Valley Road  
Diamond Springs, CA 95619  
Administrator: Jennifer Myers  
(530) 622-7090

**Union Mine High School**  
6530 Koki Lane  
El Dorado, CA 95623  
Principal: Paul Neville  
(530) 621-4300

Written notices must be approved by Engineer prior to being sent by Contractor. Submit notice 3 business days in advance of sending to Engineer for review and approval.

**Replace “Reserved” in section 5-1.20I with:**

**5-1.20I Coordination With Property Owners**

You must make every effort to communicate with adjacent property owners and tenants to inform them of required access for construction operations, and must give forty-eight (48) hours’ notice to the property owners and tenants when work is to be performed on their property.

Access to adjacent businesses must be maintained so that the businesses will remain open during all normal business hours.

**Add item 3 to the 1st paragraph of section 5-1.27B:**

3. Closure of all other pending matters under this Contract.

**Replace the opening phrase of the 2nd paragraph of section 5-1.27B with:**

For at least 4 years after the later of these, retain cost records, including records of:

**Replace Section 5-1.27C with:**

**5-1.27C Record Inspection, Copying, and Auditing**

Make your records available for inspection, copying, and auditing by FHWA, the United States Department of Transportation, the Comptroller General of the United States, the State, County or their duly authorized representatives for the same time frame specified under section 5-1.27 B. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by FHWA, the United States Department of Transportation, the Comptroller General of the United States, the State, County or their duly authorized representatives for the same period. Make records available for examination during normal business hours at your principal place of business in California, for audit during normal business hours at

this place of business. Provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct these audits or inspections.

Incorporate this provision in any subcontract entered into as a result of this Contract. Require subcontractors to agree to cooperate with the listed agencies by making all appropriate and relevant Project records available to those agencies for audit and copying.

**Replace section 5-1.27E with:**

**5-1.27E Change Order Bills**

Maintain separate records for change order work costs. Submit paper copy change order bills.

**Delete the 2nd and 3rd paragraphs of section 5-1.32.**

**Add to the end of section 5-1.32:**

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Do not cast precast concrete members within the right-of-way.

**Add to the 1st paragraph of section 5-1.36C.**

Pothole all underground utilities prior to construction activities. Underground Service Alert Phone: 811

**El Dorado Irrigation District**

Kailee DeLongchamp  
(530) 642-4078  
2890 Mosquito Road  
Placerville, CA 95667

**Comcast**

Gary Abelia  
(916) 830-6732  
1242 National Drive  
Sacramento, CA 95834

and

**Pacific Gas and Electric Company**

Sarabeth Barrett  
(628) 200-1824

**SEFNCO Communications**

Meng Vang  
(916) 224-1712  
8615 Elder Creek Road  
Sacramento, CA 95828

**Vast Networks / CVIN**

Barbara Nelson  
(559) 554-9119  
7447 N. Palm Bluffs Avenue, Suite 105  
Fresno, CA 93711

**AT&T**

Darren Mortensen  
(530) 621-6926  
281 Industrial Drive  
Placerville, CA 95667

**Replace section 5-1.36C(2) with:**

**5-1.36C(2) Nonhighway Facility Protection**

The utilities shown in the following table will not be rearranged. The utilities may interfere with pile driving, drilling activities, or substructure construction. If you want any of them rearranged or temporarily deactivated, make arrangements with the utility owner.



Furnish steel and iron materials to be incorporated into the work with certificates of compliance and certified mill test reports. Mill test reports must indicate where the steel and iron were melted and manufactured.

All melting and manufacturing processes for these materials, including an application of a coating, must occur in the United States. Coating includes all processes that protect or enhance the value of the material to which the coating is applied.

**6-1.04D Manufactured Products**

Iron and steel used in precast concrete manufactured products must meet the requirements of section 6-1.04C regardless of the amount used.

Iron and steel used in other manufactured products must meet the requirements of section 6-1.04C if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

**6-1.04E Construction Materials**

Buy America requirements apply to the following construction materials unless otherwise specified:

1. Non-ferrous metals
2. Plastic and polymer-based products such as:
  - 2.1. Polyvinylchloride
  - 2.2. Composite building materials
  - 2.3. Polymers used in fiber optic cables
3. Glass
4. Lumber
5. Drywall

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

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

All manufacturing processes for these materials must occur in the United States.

**Replace section 6-1.06 with:**

**6-1.06 BUY CLEAN CALIFORNIA ACT**

**6-1.06A Summary**

For projects with a total bid over \$1 million and 175 or more original working days, the materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

Material or product	Material specifications
Carbon steel rebar <sup>a</sup>	Section 52-1.02B, "Bar Reinforcement" Excludes epoxy-coated or galvanized reinforcement uses.
Structural steel <sup>b</sup>	Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction." For hot-rolled, plate or hollow products.
Flat glass <sup>c</sup>	Section 99, "Building Construction"
Mineral wool board insulation <sup>d</sup>	Section 99, "Building Construction"

<sup>a</sup>For each mill providing 20,000 pounds or more on the project

<sup>b</sup>For each mill providing 5,000 pounds or more on the project

<sup>c</sup>For each manufacturer providing 2,000 square feet or more on the project

<sup>d</sup>For each manufacturer providing 4,000 square feet or more on the project

An informal-bid contract is not subject to Buy Clean California Act requirements.

For carbon steel rebar material subject to Buy Clean California Act, the source mill must be on the Authorized Material List for Buy Clean California Act compliant steel mills. Identify source mills on Notice of Materials to be Used form submittals.

For structural steel, flat glass, and mineral wool board insulation subject to Buy Clean California Act, submit an environmental product declaration for each applicable material or product at least 15 days before scheduled installation. The global warming potential of each applicable material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the Department of General Services. Do not install the applicable material or product until the submittal has been authorized. The maximum acceptable global warming potential for each category of material or product is published on the Department of General Services website at:

<https://www.dgs.ca.gov/>

For product category rules for structural steel, flat glass, or mineral wool board insulation, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration for structural steel, flat glass, or mineral wool board is not required for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

Upon each jobsite shipment receipt of materials or products subject to these Buy Clean California Act requirements, report the represented quantity information to the Department via email.

#### **6-1.06B Definitions**

**environmental product declaration:** Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

**product category rule:** Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

**product stage:** Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, milling, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

**program operator:** Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

**raw material supply:** Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

**transportation processes:** Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

**6-1.06C Submittals**

Submit environmental product declarations for structural steel, flat glass, and mineral wool board insulation to the Department and provide PDF copies to the Engineer.

Submit certified mill test reports upon delivery of carbon steel rebar and structural steel materials to the project documenting their compliance. Do not incorporate these materials and products into the work until compliant documentation has been provided to the Engineer.

For each material or product subject to Buy Clean California Act requirements, complete the represented quantity information within 5 business days of shipment receipt at the project site.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for structural steel, flat glass, or mineral wool board insulation. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for structural steel, flat glass, or mineral wool board insulation cannot be achieved, an environmental product declaration will not be required for that material or product.

**6-1.06D Quality Assurance**

Not Used

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

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Department may examine the records and reports of tests you perform if they are requested and made available at the job site. Schedule work to allow time for QAP.

**Replace the 1st sentence of the 3rd paragraph of section 6-2.01E with:**

The Department provides an inspection request form and procedures for its submittal.

**Replace the 3rd paragraph of section 6-2.01F with:**

Submit material to be tested with a *Sample Identification Card* provided by the Department.

^^

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

**Add to section 7-1.02A:**

County is relying on federal assistance or grants as well as on state funds for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County's use of federal and state funds, County is required to comply with certain federal and state contracting requirements and to extend those requirements to its third party contracts. You must comply and must require your subcontractors to comply with all applicable provisions of federal and state regulations, including those required by Caltrans and Federal Highway Administration (FHWA) grant funding requirements, regulations, and related



executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds as well as these requirements detailed in 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. You must further comply with all applicable provisions of the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines, all Title 23 Federal requirements, all 2 CFR Part 200 requirements, and all applicable state and federal laws, regulations and policy; procedural or instructional memoranda. Failure to comply with any federal or state provision may be the basis for withholding payments and for such other remedies as may be appropriate including termination of this Contract. You must also comply with any flow-down or third-party contracting provisions which may be required under the federal and state regulations and which may apply to your subcontracts, if any, associated with this Contract. You must ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United State Code and that all such certifications are made a part of any subcontracts entered into as a result of this contract.

**Replace section 7-1.02C “Emissions Reduction” with:**

**7-1.02C Emissions Reduction**

Contractor and their sub-contractors must comply with emission reduction regulations mandated by the California Air Resources Board before commencing the performance of the Work, maintain compliance throughout the duration of this Contract, and provide County a Certificate of Reported Compliance for each company with road legal diesel vehicles over 14,000 pound gross vehicle weight. Contractor must also sign the Certificate of Knowledge - Emissions Reduction Regulations in Article 13, “Emissions Reduction” in the Agreement.

**Replace “Reserved” in section 7-1.02E with:**

**7-1.02E Reporting [2 CFR 200.328]**

In order to monitor the progress of projects funded in whole or in part by federal funds, federal agencies rely heavily on inspection data. Inspections by the County will be performed on a regular basis and data compiled in report form, as necessary. Supply reporting information to County when requested.

Incorporate this provision in any subcontract entered into as a result of this contract.

**Replace “Reserved” in section 7-1.02F with:**

**7-1.02F Copyrights, Trademarks, and Patents [2 CFR 200.315]**

This project will be funded, in part, with federal funds. The USDOT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government proposes:

1. The copyright in any work developed under a grant, sub-grant, or contract under a grant or subgrant;
2. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support; and
3. The patent rights to any discovery or invention which arises or is developed in the course of or under such contract.

Incorporate this provision in any subcontract entered into as a result of this contract.

**Replace “Reserved” in section 7-1.02G with:**

**7-1.02G Clean Air Act and Clean Water Act [2 CFR 200 – Appendix II to Part 200]**

Comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532 (Sec. 1532.10 et seq.)).

Incorporate this provision in any subcontract entered into as a result of this contract.

**Replace “Reserved” in section 7-1.02H with:**

**7-1.02H Energy Policy and Conservation Act [Public Law 94-163]**

Comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).

Incorporate this provision in any subcontract entered into as a result of this contract.

**Add to the end of section 7-1.02I(2):**

You must comply and must require your subcontractors to comply with the Fair Employment Practices Addendum attached as Exhibit B to the Draft Agreement and the Nondiscrimination Assurances included in Exhibit C to the Draft Agreement of the Contract Documents.

The contractor or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

**Replace “Reserved” in section 7-1.02J with:**

**7-1.02J Rehabilitation Act of 1973 and American Disabilities Act of 1990**

Comply with:

- Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs;
- The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and
- All applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

Incorporate this provision in any subcontract entered into as a result of this contract.

**Replace item 1 of the 2nd paragraph of section 7-1.02K(2) with:**

1. At the County of El Dorado Department of Transportation’s principal office, and are available upon request.

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

Comply with Division 2, Part 7, Chapter 1 of the California Labor Code.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Comply with Exhibit D of the Draft Agreement and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 3141-3147 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 and 29 CFR Part 5).”

Prior to the start of any work, post and maintain the following notice in a conspicuous location on the jobsite:

*“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the*

*contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number: (916)-263-1811*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at: [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).*

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Comply with Exhibit D of the Draft Agreement and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

**Delete paragraphs 5 and 6 of section 7-1.02K(3).**

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

Submit a copy of all payrolls weekly directly to the Compliance Monitoring Unit (CMU) within the Division of Labor Standards Enforcement of the Department of Industrial Relations, State of California.

**Add to section 7-1.02K(4):**

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

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

Obtain the emergency phone numbers of the California Department of Forestry and Fire Protection unit headquarters, United States Forest Service ranger district office, and U.S. Department of Interior Bureau of Land Management field offices. Submit these phone numbers to the Engineer before the start of job site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

Hydrocarbon-fueled engines, both stationary and mobile, must be equipped with spark arresters pursuant to Pub Res Code § 4442 except for either of the following:

1. Motor trucks, truck tractors, buses, or passenger vehicles
2. Equipment powered by properly maintained exhaust-driven turbo-charged engines or equipped with scrubbers with properly maintained water levels

Each toilet must have a metal ashtray at least 6 inches in diameter by 8 inches deep, half-filled with sand, and within easy reach of anyone accessing the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas or oil storage areas. Each small mobile or stationary engine site must be cleared of flammable material for a radius of at least 15 feet from the engine.

Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Where clearing and grubbing limits allow, use a minimum fire break width of 20 feet. Each area to be cleared and grubbed must be cleared and kept clear of flammable material such as dry grass, weeds, brush, downed trees, oily rags and waste, paper, cartons, and plastic waste.

Furnish the following fire tools:

1. 1 shovel and 1 fully charged fire extinguisher UL rated at 4B:C or more on each truck, personnel vehicle, tractor, grader, or other heavy equipment.
2. 1 shovel and one 5-gallon water-filled backpack fire pump for each welder.
3. 1 shovel or 1 chemical pressurized fire extinguisher, fully charged, for each gasoline-powered tool, including chain saws, soil augers, and rock drills. The fire tools must always be within 25 feet from the point of operation of the power tool. Each fire extinguisher must be of the type and size required by the Pub Res Code § 4431 and 14 CA Code of Regs § 1234.

Each shovel must be size O or larger and at least 46 inches long.

Furnish a pickup truck and driver that will be available for fire control during working hours.

The pickup truck and operator must patrol the area of construction for at least 1/2 hour after job site activities have ended.

In addition to being available at the site of the work, the truck and operator must patrol the area of construction from noon until at least 1/2 hour after job site activities have ended. If the fire danger rating is "very high" or "extreme" or "fire weather watches" or "red flag warning" is issued, the truck and operator must patrol the area of construction while work is being done and for at least 1/2 hour after job site activities have ended.

Cal Fire, USFS, and BLM have established the following adjective class ratings for 5 levels of fire danger for use in public information releases and fire protection signing: "low," "moderate," "high," "very high," "extreme." Obtain the fire danger rating daily for the project area from the nearest Cal Fire unit headquarters, USFS ranger district office, or BLM field office. Monitor the National Weather Service daily forecasts for "fire weather watches" and "red flag warnings" covering the project's locations.

If the fire danger rating is "very high" or a "fire weather watch" is issued, then:

1. Falling of dead trees or snags must be discontinued.
2. No open burning is permitted and fires must be extinguished.
3. Welding must be discontinued except in an enclosed building or within an area cleared of flammable material for a radius of 25 feet.
4. Blasting must be discontinued.
5. Smoking is allowed only in automobiles and cabs of trucks equipped with an ashtray or in cleared areas immediately surrounded by a fire break unless prohibited by other authority.
6. Vehicular travel is restricted to cleared areas except in case of emergency.

If the fire danger rating is: "extreme" or a "red flag warning" is issued, take the precautions specified for a "very high" fire danger rating or a "fire weather watch" issuance, except:

1. Smoking is only allowed in automobiles and cabs of trucks equipped with an ashtray.
2. Work of a nature that could start a fire requires that properly equipped fire guards be assigned to such operation for the duration of the work.

The Engineer may suspend work wholly or in part due to hazardous fire conditions. The days during this suspension are non-working days. If field and weather conditions become such that the work is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension.

**Add to the end of the 13th paragraph of section 7-1.03:**

, whichever is longer.

**Delete the 24th paragraph of section 7-1.04.**

**Add to the end of section 7-1.04:**

Where 2 or more lanes in the same direction are adjacent to the area where the work is being performed, including shoulders, the adjacent lane must be closed under any of the following conditions:

1. Work is off the traveled way but within 6 feet of the edge of the traveled way, and the approach speed is greater than 45 miles per hour
2. Work is off the traveled way but within 3 feet of the edge of the traveled way, and the approach speed is less than 45 miles per hour

Closure of the adjacent traffic lane is not required when performing any of the following:

1. Working behind a barrier
2. Paving, grinding, or grooving
3. Installing, maintaining, or removing traffic control devices except Type K temporary railing

Do not reduce an open traffic lane width to less than 10 feet. When traffic cones or delineators are used for temporary edge delineation, the side of the base of the cones or delineators nearest to traffic is considered the edge of the traveled way.

**Replace section 7-1.05 "Indemnification" with:**

**7-1.05 INDEMNIFICATION**

Comply with Article 5 "Indemnity" of the Agreement.

**Replace section 7-1.06 "INSURANCE" with:**

**7-1.06 INSURANCE**

**7-1.06A General Insurance Requirements**

County will not execute this Contract and you are not entitled to any rights, unless certificates of insurances, or other sufficient proof satisfactory to County of El Dorado Risk Management Division that the following provisions have been complied with, and these certificate(s) are filed with the County.

Without limiting your indemnification required by Article 5 "Indemnity" of the Draft Agreement, you must procure and maintain and must require any of your subcontractors to procure and maintain for the duration of the Contract, including the one-year guarantee period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by you, your agents, representatives, employees or subcontractors. Coverage must be at least as broad as:

- Workers' Compensation as required by law in the State of California, with Statutory Limits; and
- Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease; and
- Commercial General Liability Insurance of not less than Four Million Dollars (\$4,000,000) aggregate limit and Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket contractual, and independent contractors liability. This insurance can consist of a minimum \$2 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy; and
- Automobile Liability Insurance, including coverage for all owned, hired, and non-owned automobiles, 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; and
- In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000); and
- Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this Contract, XCU coverage required.
- If there is an exposure to your employees under the US Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage must be included for such injuries or claims.

**7-1.06B Proof of Insurance Requirements**

Furnish proof of coverage satisfactory to the County of El Dorado Risk Management Division as evidence that the insurance required herein is being maintained. The insurance must be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.

The County of El Dorado, its officers, officials, employees, and volunteers must be included as additional insureds, but only insofar as the operations under this Contract are concerned. This provision applies to all general liability and excess liability policies. Proof that the County is named additional insured must be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to your insurance policy naming the County additional insured.

If you cannot provide an occurrence policy, 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 Contract.

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor must procure a

bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Require each of your subcontractors to procure and maintain commercial general liability insurance, automobile liability insurance, and workers compensation insurance of the types and in the amounts specified above, or you must insure the activities of your subcontractors in your policy in like amounts. You must also require each of your subcontractors to name you and County of El Dorado, its officers, officials, employees, and volunteers as additional insureds.

**7-1.06C Insurance Notification Requirements**

You agree no cancellation or material change in any policy will become effective except upon prior written notice to the Department of Transportation, 2850 Fairlane Court, Placerville, CA 95667.

You agree that the insurance required herein will be in effect at all times during the term of this Contract. If this insurance coverage expires at any time or times during the term of this Contract, you must immediately provide a new certificate of insurance as evidence of the required insurance coverage. If you fail to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of this event. New certificates of insurance are subject to the approval of the Risk Management Division.

**7-1.06D Additional Standards**

Certificates must meet such additional standards as may be determined by the Department either independently or in consultation with the Risk Management Division, as essential for protection of the County.

**7-1.06E Commencement of Performance**

Contractor must not commence performance of this Contract unless and until compliance with every requirement of the insurance provisions is achieved.

**7-1.06F Material Breach**

Failure to maintain the insurance required herein, or to comply with any of the requirements of the insurance provisions, constitutes a material breach of the entire Contract.

**7-1.06G Reporting Provisions**

Any failure to comply with the reporting provisions of the policies must not affect coverage provided to the County, its officers, officials, employees or volunteers.

**7-1.06H Primary Coverage**

Your insurance coverage must 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 will be in excess of your insurance and will not contribute with it.

**7-1.06I Premium Payments**

The insurance companies will 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.

**7-1.06J Contractor's Obligations**

Your indemnity and other obligations are not limited by the insurance required herein and must survive the expiration of this Contract.

**Delete the last sentence of section 7-1.09.**

**Add to section 7-1.11A:**

The provisions apply to all work performed on the contract including work performed by subcontract. The Form FHWA 1273 is required to be physically incorporated into each contract, subcontract and subsequent lower-tier subcontracts. The provisions may not be incorporated by reference.

The prime contractor is responsible for compliance with the requirements by all subcontractors and lower tier subcontractors. Failure of the prime contractor to comply with this requirement is grounds for local agency termination of the contract with the contractor and debarment of the contractor by the FHWA.

**Replace the 1st sentence of the 3rd paragraph of section 7-1.11A with:**

A copy of form FHWA-1273 is included in the Draft Agreement of these Contract Documents.

**Delete form FHWA-1273 in section 7-1.11A.**

^^

**8 PROSECUTION AND PROGRESS**

**Replace the 1st paragraph of section 8-1.02C(5) with:**

Submit a baseline schedule and all support data within 20 days after the date of the Notice of Award letter. Allow 20 days for review after the submittal. The baseline schedule submittal is not complete until the computer software is installed for use. The Engineer will not postpone issuance of the Notice to Proceed if your baseline schedule submittal fails to meet the contract requirements requiring multiple submittals and reviews of your baseline schedule.

**Replace the 1st and last sentences of the 1st paragraph of section 8-1.03 with:**

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

With the exception of preparing and obtaining Department's authorization of the Storm Water Pollution Prevention Plan (SWPPP), or Water Pollution Control Program (WPCP), whichever is applicable, and preparing and obtaining Department's acceptance of the Critical Path Method (CPM) baseline schedule, any work performed in advance of the date stated in the Notice to Proceed is at your risk and as a volunteer. Submit a completed Subcontracting Request form, Exhibit 16-B of the Caltrans Local Assistance Procedures Manual (LAPM), or equivalent and obtain approval before beginning work on a subcontract. Comply with applicable parts of section 5-1.13B(1).

**Delete "Partnering" from the table in section 8-1.03.**

**Add to section 8-1.03:**

You must attend weekly meetings to discuss construction issues and scheduling.

**Replace section 8-1.04B with:**

The contract working days begin on the date stated in the Notice to Proceed.

Do not start job site activities until the Department authorizes or accepts your submittal for:

- 1. CPM baseline schedule
- 2. WPCP if applies
- 3. Traffic Control Plan



- 4. Certificate of Reported Compliance with CARB for road legal diesel vehicles over 14,000 pound gross vehicle weight.”

Do not start other job site activities until all the submittals from the above list are authorized or accepted and the following information is received by the Engineer:

1. *Notice of Materials To Be Used.*
2. Written statement from the vendor that the order for structural steel has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

**Replace the 1st paragraph of section 8-1.05 with:**

Contract time starts on the day specified in section 8-1.04B.

Contract working hours are between the hours of 7:00 a.m. to 7:00 p.m. unless otherwise authorized.

**Replace section 8-1.10A with:**

The Department specifies liquidated damages (**Gov. Code § 53069.85 & Pub Cont Code § 7203**). Liquidated damages, if any, accrue starting on the 1st day after the expiration of the working days through the day of Contract acceptance except as specified in sections 8-1.10B and 8-1.10C.

**Replace “Reserved” in section 8-1.10D with:**

**8-1.10D Director Days**

If the work is not completed within the working days, the Director may grant director days if it serves the Department’s best interest.

By granting director days, the Director adds working days to the Contract. The Director may either grant enough days to eliminate the liquidated damages or fewer. In the latter case, the Department deducts liquidated damages for the remaining overrun in Contract time. The Director may deduct the Department's engineering, inspection, and overhead costs incurred during the period of extension granted as director days.

**Replace section 8-1.13 “Contractor’s Control Termination” with:**

Refer to Article 10 “Termination By County for Cause” of the Agreement.

**Replace section 8-1.14 “Contract Termination” with:**

Refer to Article 9 “Termination By County for Convenience” of the Agreement.

^^

**9 PAYMENT**

**Add to end of section 9-1.03:**

The Department pays 6 percent annual interest for the period of the retention for penalty withholds later determined not owed.

**Replace the last paragraph of section 9-1.03 with:**

You and/or your subcontractors must pay subcontractors within seven (7) days of receipt of each progress payment, unless otherwise agreed to in writing (Bus & Prof Code § 7108.5), the respective amounts allowed

the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made. In addition, Federal Regulation (49CFR 26.29) requires you and your subcontractors to pay subcontractors within thirty (30) days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of the Department. Violation of this section subjects you to the penalties, sanctions and other remedies of Bus and Prof § 7108.5. This section must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a subcontractor.

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

You must include in your subcontracts language providing that you and your subcontractors will use a dispute resolution process to resolve payment disputes.

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

The Department will make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Department fails to pay promptly, the Department will pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Department will act in accordance with the following:

1. Each payment request will be reviewed by the Department as soon as practicable after receipt for the purpose of determining that it is a proper payment request.
2. A payment request determined to be a proper and suitable for payment will result in an Engineer-prepared monthly progress estimate.
3. Any payment request determined not to be a proper payment request suitable for payment will be returned to the contractor as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph will be accompanied by a document setting forth in writing the reasons why the payment request is not proper."

The Engineer does not process a progress estimate without your submittal of the actual DBE payments, required DBE forms, the DBE firms paid, and the work/bid item for each DBE firm for the previous month.

**Replace the 3rd paragraph of section 9-1.16E(1) with:**

Withholds are not retentions under Pub Cont Code § 7107 and do not accrue interest under Pub Cont Code § 20104.5.

**Replace the last sentence of the 3rd paragraph of section 9-1.16E(2) with:**

These amounts are shown on the *Pay Estimate*.

**Add the following after "schedules" in the 1st sentence of section 9-1.16E(3):**

required forms, dust control submittals,

**Replace the 2nd paragraph of section 9-1.16E(4) with:**

Stop notice information may be obtained from the Engineer.

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

**9-1.16F Retentions**

**9-1.16F(1) General**

The Department will retain 5% of the value of each progress payment (excluding mobilization payments) from each progress payment. The Department will release retention incrementally (49 CFR 26.29) as follows:

1. When 25% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld up to this point;
2. When 50% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld since the previous release;
3. When 75% of the total amount bid (excluding mobilization) has been completed, the Department will release all retention withheld since the previous release.
4. The remaining retained funds shall be retained until thirty five (35) days after recordation of the Notice of Acceptance.

Work increments deemed complete by the Engineer under this section do not affect your other contractual obligations pertaining to that work, including the commencement of the warranty period or your obligation of maintenance and responsibility for that increment of work. Relief from maintenance and responsibility is at the discretion of the Engineer and must conform to the provisions of section 5-1.38.

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

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

**9-1.16F(2) Prompt Payment of Retained Funds to Subcontractors**

Section 9-1.16F(1) describes retainage, acceptances, and release of retainage to you based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. In addition, Federal Regulation (49CFR 26.29) requires you and your subcontractors must return all monies withheld in retention from subcontractors within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Department. Any delay or postponement of payment over 30 days may take place only for good cause and with the Department's prior written approval (49CFR26.29). Violation of this section subjects you to the penalties, sanctions and other remedies of Bus and Prof § 7108.5. This section must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you and your subcontractors in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

**Replace "State" in the 1st sentence of the 6th paragraph of section 9-1.17D(2)(b)(iii) with:**

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
**Contract No. 8144, CIP No. 36109002**  
January 23, 2024

County of El Dorado  
**Special Provisions**  
SP-34



Payment for any water conservation plan will be paid under section 9-1.04.

^^

**11 WELDING**

^^

**12 TEMPORARY TRAFFIC CONTROL**

**Add to section 12-3.11B(5)(b):**

Construction project funding signs must comply with and include the details shown in Appendix A.  
Do not add information to the construction project funding sign unless authorized.

**Add to the beginning of section 12-3.11C(3)(b):**

Install two (2) construction project funding signs at the locations shown on the plans before starting major work activities visible to highway users.

**Add to the end of section 12-3.11C(3)(b):**

Dispose of construction project funding signs upon completion of the project if authorized.

**Add to section 12-3.32C:**

Place and operate PCMS in advance of any work affecting public traffic. Place and operate PCMS one week in advance of any lane closures, to inform the public of upcoming contract work and related delays.

Place PCMSs at the locations shown and in advance of the 1st warning sign for each:

- 1. Stationary lane closure
- 2. Shoulder closure
- 3. Speed reduction zone

Approaching drivers must be able to read the entire message at least 2 times before passing the portable changeable message sign at the posted speed limit. Use more than 1 portable changeable message sign to comply with this requirement if necessary.

**Add to section 12-4.02A(3)(a):**

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

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

**Replace “25 days to 125 days” in the 4th paragraph of Section 12-4.02A(3)(b) with:**

15 days to 20 days.

**Replace the last two paragraphs of Section 12-4.02A(3)(b) with:**

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

The Engineer may reschedule a closure cancelled due to unsuitable weather.

If a closure is not opened to traffic by the specified time, suspend work. No further closures are allowed until the Engineer has reviewed and authorized a work plan submitted by you that ensures that future closures will be opened to traffic by the specified time. Allow 2 business days for review of your proposed work plan. The Department does not compensate you for your losses due to the suspension of work resulting from the late opening of closures.

Notify the Engineer of delays in your activities caused by:

1. Your closure schedule request being denied although your requested closures are within the specified time frame allowed for closures. The Department does not compensate you for your losses due to amendments to the closure schedule that are not authorized.
2. Your authorized closure being denied.

If you are directed to remove a closure before the time designated in the authorized closure schedule, you will be compensated for the delay.

**Add between the 1st and 2nd paragraphs of section 12-4.02A(3)(c):**

Submit a contingency plan for each of the following activities:

1. Structural steel truss erection

**Replace “3 business days” in the 1st sentence in the last paragraph of section 12-4.02A(3)(c) with:**

5 business days

**Add to the end of section 12-4.02C(1):**

Keep the full width of the traveled way open to traffic when no active construction activities are occurring in the traveled way or within 6 feet of the traveled way and on:

1. Friday after 3:00 p.m.
2. Saturday
3. Sunday
4. Designated holidays

**Replace “Reserved” in section 12-4.02C(3)(d) with:**

You may completely close Missouri Flat Road for a single shift during the reversing control “R” hours shown on chart no. 1 for structural steel truss erection. When Missouri Flat Road is completely closed, detour traffic as shown on the traffic handling plans.

Request for full closure must be submitted to Engineer 15 days prior to closure.

**Replace “Reserved” in section 12-4.02C(3)(f) with:**

Closure restrictions for designated holidays and special days are shown in the following table:

Lane Closure Restrictions For Designated Holidays										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
x	<b>H</b> xx	xx	xx							
x	xx	<b>H</b> xx	xx							
	x	xx	<b>H</b> xx	xx						
	x	xx	xx	<b>H</b> xx	xxx					
				x	<b>H</b> xx					
					x	<b>H</b> xx				
						x	<b>H</b> xx	xx	xx	xx

Legend:

	Refer to lane requirement charts.
x	The full width of the traveled way must be open for use by traffic after 2000 hours.
xx	The full width of the traveled way must be open for use by traffic.
<b>H</b>	Designated holiday

Replace “Reserved” in section 12-4.02C(3)(m) with:

Comply with the requirements for city street lane closures shown in the following chart:

Chart No. 1 City Street Lane Requirements																									
Location: Missouri Flat Road												Direction: Both													
Closure limits:																									
Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon–Thu	R	R	R	R	R	R	3	3	3	3	3	3	3	3	3	3	3	3	3	3	R	R	R	R	
Fri	R	R	R	R	R	R	3	3	3	3	3	3	3	3	3	3	3	3	3	3	N	N	N	N	
Sat	N	N	N	N	N	N	3	3	3	3	3	3	3	3	3	3	3	3	3	3	N	N	N	N	
Sun	N	N	N	N	N	N	3	3	3	3	3	3	3	3	3	3	3	3	3	3	R	R	R	R	

Legend:

3	Provide 1 traffic lane not less than 11 feet in width for use in each direction of travel. No work in the median two-way left turn lane is allowed.
N	No work is allowed.
R	Provide at least 1 through traffic lane not less than 11 feet in width for use by both directions of travel. (Reversing Control)

REMARKS:

Add to section 12-4.02D:

Payment for Traffic Control Plan is paid for under Traffic Control System.

**Replace “Not Used” in section 12-4.04D with:**

Payment for accommodating pedestrians and bicyclists through the work zone, including through a 1-way reversing traffic control work zone is included in the payment for traffic control system.

AA

**13 WATER POLLUTION CONTROL**

**Add item 9 to the list in the 5th paragraph of section 13-1.03C:**

- 9. Inspect sanitary and septic waste storage and monitor disposal procedures weekly.

**Replace the 2nd paragraph of section 13-2.01A with:**

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

**Replace the 1st sentence of the 1st paragraph of section 13-2.01C with:**

Within 7 days after the date of the Notice of Award letter submit 3 copies of the WPCP and allow 7 days for the Engineer's review. If revisions are required, the Engineer provides comments and specifies the date that the review stopped.

**Replace the 3rd paragraph of section 13-2.01C with:**

Change and resubmit the WPCP within 7 days of receipt of the Engineer's comments. The Engineer's review resumes when the complete WPCP is resubmitted.

**Add to section 13-2.01C:**

The Engineer will not postpone issuance of the Notice to Proceed if your WPCP submittal fails to meet the contract requirements requiring multiple submittals and reviews of your WPCP.

**Add to section 13-2.03:**

If the Engineer determines that resources sufficient to bring you into compliance with section 13 have not been allocated, the Engineer may redirect any of your resources available at the project site toward this effort. If the Engineer redirects resources due to your non-compliance with the provisions of section 13, the County will not be responsible for any delays to your schedule resulting from the reallocation, and no compensation will made for these delays.

**Replace “upon Contract acceptance” in item 2 of section 13-2.04 with:**

in the Proposed Final Pay Estimate.

**Add to the 4th paragraph of section 13-4.03B(1):**

The WPC manager must notify the Engineer immediately.

**Add to the 3rd paragraph of Section 13-4.03F:**

- 3) 8 hours of predicted rain



**Delete the 1st sentence of section 13-5.04 and replace the 2nd paragraph of section 13-5.04 with:**

The Department pays for temporary soil stabilization for stockpiles under job site management. The Department pays for temporary soil stabilization for other than stockpiles under section 9-1.04 excluding travel and subsistence allowances paid to workers.

**Replace the 2nd sentence of the 1st paragraph of section 13-6.03C with:**

The drainage inlet protection must be Type 1, Type 3A, or Type 3B, as appropriate for the conditions around the drainage inlet.

**Replace the 4th paragraph of section 13-6.04 with:**

The Department pays for temporary sediment control under job site management.

**Replace the 1st paragraph of section 13-7.03D with:**

The Department pays for temporary tracking control under job site management.

**Replace "Not Used" in section 13-9.04 with:**

The Department pays for temporary concrete washouts under job site management.

**Replace "Not Used" in section 13-10.04 with:**

The Department pays for temporary linear sediment barriers for stockpiles under job site management. The Department pays for temporary linear sediment barriers for other than stockpiles under section 9-1.04 excluding travel and subsistence allowances paid to workers.

^^

**14 ENVIRONMENTAL STEWARDSHIP**

**Add to the end of section 14-1.02:**

Temporary Fence (Type ESA) must comply with section 80.

**Add to section 14-6.02:**

WPT: Western Pond Turtle  
CHL: Coast horned lizard

**Add to the 1st paragraph of section 14-6.03A:**

This project is within or near habitat for the regulated species shown in the following table:

<b>Regulated Species</b>
Western Pond Turtle
Coast horned lizard

You are not permitted to hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill any California Endangered Species Act (CESA) listed species.

**Add to section 14-6.03A:**

The County's biologist will conduct a survey for WPT and CHL at the project site 24 hours prior to the onset of vegetation removal. If WPT or CHL are found at any time during project work, construction will stop and the County's biologist will be contacted immediately to provide further guidance.

Allow any wildlife that is encountered during work to leave the construction area unharmed.

**Replace the 2nd paragraph of section 14-6.03B with:**

The Department anticipates nesting or attempted nesting periods for migratory birds and raptors from February 1st through August 31st.

**Add to section 14-6.03B:**

The County's biologist will conduct a pre-construction survey of habitat suitable for migratory birds and raptors within the project area. The pre-construction survey will be performed 14 days prior to the start of construction activities.

If active nests are found during the pre-construction survey, the County's biologist will coordinate with the appropriate resource or permitting agency on additional protection measures, such as the establishment of a buffer around the nest or tree. No construction activity will be allowed within this zone during the nesting season or until such time that the County's biologist determines the nest is no longer active. The construction-free buffer zone will be marked with flagging, stakes, or other means to identify the boundary.

Sections 3503, 3503.5 and 3513 of the Fish and Game Code (FGC) stipulate the following: Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by FGC or any regulation made pursuant thereto; Section 3503.5 states that it is unlawful to take, possess, or destroy any birds in the orders *Falconiformes* or *Strigiformes* (birds-or-prey) to take, possess, or destroy the nests or eggs of any such bird except as otherwise provided by FGC or any regulation adopted pursuant thereto; and Section 3513 states that it is unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act (MBTA).

**Replace section 14-8.02 with:**

The work is located in a community region with commercial and industrial land use designations.

The following table specifies the maximum allowable noise exposure for work within the community types and land use designations listed above.

<b>MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN COMMUNITY REGIONS AND ADOPTED PLAN AREAS—CONSTRUCTION NOISE</b>			
<b>Land Use Designation</b> <sup>1</sup>	<b>Time Period</b>	<b>Noise Level (dB)</b>	
		<b>L<sub>eq</sub></b>	<b>L<sub>max</sub></b>
Commercial and Public Facilities (C, R&D, PF)	7 am–7 pm	70	90
	7 pm–7 am	65	75
Industrial (I)	Any Time	80	90
<b>Note:</b> <sup>1</sup> Adopted Plan areas should refer to those land use designations that most closely correspond to the similar General Plan land use designations for similar development.			

The noise level requirements apply to the equipment on the job or related to the job measured at the affected building facade, including trucks, transit mixers or transient equipment that you may or may not own. Avoid the use of loud sound signals in favor of light warnings except those required by safety laws for the protection of personnel.

Maximize separation between construction staging areas and adjacent residences to minimize noise. Locate generators and compressors as far as possible from residences and, if necessary, shield from view of those residences by portable noise barriers.

In the interest of the public safety and/or public convenience, the allowable noise levels may be waived.

Implement appropriate additional noise mitigation measures, including changing the location of stationary construction equipment, shutting off idling equipment, rescheduling your activity, notifying adjacent residents in advance of construction work, and installing acoustic barriers around stationary construction noise sources such that noise from construction does not exceed the limits specified above. If the existing background noise levels exceed the values above, then the limit for construction noise may be increased from the background noise level by the same percentage that the background noise level exceeds the values above.

**Replace section 14-9.02 with:**

Comply with applicable State and County Air Quality Management District (AQMD) rules and regulations regarding reduction of construction related impacts on air quality, including the implementation of the following measures:

- 1) Use low-emission onsite mobile construction equipment.
- 2) Maintain equipment in tune per manufacturer's specifications.
- 3) Retard diesel engine injection timing by two to four degrees unless not recommended by manufacturer (due to lower emission output in-place).
- 4) Use reformulated low-emission diesel fuel.
- 5) Substitute electric and gasoline-powered equipment for diesel-powered equipment where feasible.
- 6) Use catalytic converters on gasoline-powered equipment.
- 7) Do not leave inactive construction equipment idling for prolonged periods (i.e., more than 2 minutes).
- 8) Support and encourage ridesharing and transit for the construction workers.
- 9) All construction vehicles and equipment shall be fitted with working mufflers.

**Replace "RESERVED" in section 14-9.04 with:**

**14-9.04 DUST CONTROL**

**14-9.04A GENERAL**

**14-9.04A(1) Summary**

Section 14-9.04 includes specifications relating to dust control.

Comply with Rules 223, 223-1, and 223-2 (Dust Rules) of the Rules and Regulations of the El Dorado County Air Quality Management District (AQMD).

The Dust Rules can be obtained from the AQMD, 330 Fair Lane, Placerville, CA, 95667, (530) 621-6662, and are available at AQMD's website.

The materials within the project limits are neither known nor 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.

**14-9.04A(2) Submittals**

Submit a site specific Fugitive Dust Control Plan / Fugitive Dust Plan (FDP) for all proposed work, meeting the requirements of the Dust Rules approved by AQMD, to the AQMD prior to start of any work. Provide the Engineer with four (4) copies of the AQMD approved FDP prior to starting any work that may generate dust. The FDP application can be found on AQMD's website at: [http://www.edcgov.us/Government/AirQualityManagement/Construction\\_Dust\\_Rules.aspx](http://www.edcgov.us/Government/AirQualityManagement/Construction_Dust_Rules.aspx).

Prepare an amendment to the FDP when there is a change in construction activities not included in the FDP, when the Contractor's activities violate a condition of AQMD, or when ordered by the Engineer.

Amendments must identify additional dust control practices or revised operations, including those areas or activities not identified in the initially approved FDP. Amendments to the FDP must be prepared and submitted for review and approval within a time approved by the Engineer. At a minimum, the FDP must be amended annually.

Keep one (1) copy of the approved FDP and approved amendments at the project site. Make the FDP available upon request by a representative of the AQMD, California Air Resource Board, United States Environmental Protection Agency, or Caltrans. Requests by the public must be directed to the Engineer.

Provide all notices to the AQMD and create and maintain all records as required by Dust Rules. Copies of all related records must be submitted to the Engineer within thirty (30) calendar days of completion of the work.

#### **14-9.04B Materials**

Not used.

#### **14-9.04C Construction**

Implement the measures contained in the FDP to control dust.

Control dust using measures that include the following:

1. Stabilize unpaved areas subject to vehicular traffic by keeping adequately wetted or covered with material that contains less than 0.25 percent asbestos.
2. The speed of vehicles and equipment traveling across unpaved areas must not be more than 15 mph unless the road surface and surrounding area is sufficiently stabilized to prevent vehicles and equipment going faster from causing dust that is visible from crossing job site limits.
3. Stockpiles and disturbed areas not subject to vehicular traffic must be located in the plan and stabilized by being kept adequately wetted or covered with plastic sheeting, bonded fiber matrix, erosion control blanket or other WPC measures approved by the Engineer.
4. Conduct activities so that no dirt or mud tracking is visible on any paved roadway open to the public.
5. Use rock track out pads and wheel wash stations at all points of egress from unpaved construction areas.
6. Use a dedicated water truck for each piece of earthmoving equipment (e.g., scrapers, dozers, excavators, loaders, haul trucks, backhoes, compactors, graders, etc),
7. Pre-wet excavations to depths of cuts.

Dust control measures that will be required to mitigate dust may impact your productivity during construction activities.

#### **14-9.04D PAYMENT**

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

If naturally occurring asbestos is found within the project limits, prepare an Asbestos Dust Mitigation Plan. Preparing an Asbestos Dust Mitigation Plan and its implementation is change order work.

Payment for preparing, obtaining approval for, revising, and amending the FDP, for AQMD FDP review fees, and for maintaining and submitting all dust control records is paid for under Prepare Fugitive Dust Plan. Payment for performing dust control is not paid for under Prepare Fugitive Dust Plan.

**Replace section 14-10.02 with:**

#### **14-10.02 SOLID WASTE DISPOSAL AND RECYCLING REPORT**

Submit a final solid waste disposal and recycling report (CEM-4401) upon completion of the work and prior to recordation of the Notice of Acceptance. Show the types and amounts of project-generated solid waste, including organic waste, taken to or diverted from landfills or reused on the Project. For failure to submit a completed report, the Department deducts \$1,500.

**Add to section 14-12.01:**

Work within the riparian/stream zone shown on the plans must occur within the period of April 15th to October 15th, with the exception of revegetation, restoration, and erosion control activities.

Work within and adjacent to the riparian/stream zone must occur within periods of low rainfall (less than 1/4" per 24- hour period) and periods of dry weather (less than a 20% chance of rain), with the exception of revegetation, restoration, and erosion control activities. No work may occur during a dry-out period of 24 hours after rainfall of 1/2" or greater per 24-hour period.

Concrete may not be poured within 10 days of any measurable forecasted. You must add a quick cure ingredient to the concrete mix for any concrete poured after October 15, or if measurable rain may fall 11 to 15 days of pouring.

Prior to arriving and leaving the job site, clean construction equipment that may contain invasive plants and/or seeds to reduce the spread of noxious weeds. Do not plant, seed, or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database.

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**15 EXISTING FACILITIES**

^^

**16 TEMPORARY FACILITIES**

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**DIVISION III EARTHWORK AND LANDSCAPE**

**17 GENERAL**

**Add to section 17-2.01:**

Install Temporary High-Visibility Fence prior to any clearing and grubbing activities as shown. Clearing and grubbing is prohibited beyond the limits of any temporary fence.

Protect existing trees to remain in place with the following measures:

1. A tree protection zone is delineated with temporary high-visibility fence as shown in the plans and as directed by the Engineer.
2. Do not move tree protection fencing without authorization from the Engineer.

- 3. No vehicle parking, portable toilets, dumping or storage of any construction materials, grading, excavation, trenching, or other infringement by workers or domesticated animals is allowed within the tree protection zone.
- 4. No signs, ropes, cables, or any other item shall be attached to a protected tree, unless recommended by an ISA-Certified Arborist.
- 5. No cut or fill within the dripline of existing native oak is permitted. If cut or fill within the dripline is unavoidable, any mitigation requirements shall be determined by the County.
- 6. Pruning of living limbs or roots over two inches in diameter must be under the supervision of the County's arborist.
- 7. Employ appropriate fire prevention techniques shall be employed within and around tree protection zones, such as cutting tall grass, removing flammable debris, and prohibiting the use of tools that may cause sparks, such as metal bladed trimmers or mowers.

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## **18 DUST PALLIATIVES**

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## **19 EARTHWORK**

**Add to the end of section 19-1.03:**

### **19-1.03E Excavations Over Four Feet Deep**

In accordance with Pub Cont Code 7104 for excavations that extend deeper than four feet below the original surface, notify the Engineer promptly and before the following conditions are disturbed:

- 1) Material that you believe 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 the provisions of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available by the Contract Documents or site visits prior to the deadline for submitting bids.
- 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The Engineer shall promptly investigate the conditions. If they do so materially differ, or do involve hazardous waste, and cause a decrease or increase in the cost of or the time required for performance of any part of the work, the Engineer shall issue a change order under the procedures described in section 4-1.05, Changes and Extra Work.

In the event that a dispute arises to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in cost of or time required for performance of any part of the work, you are not excused from any scheduled completion date provided for by the contract. You shall proceed with all work to be performed under the contract. You shall retain any and all rights provided either by the Contract Documents or by law, which pertain to the resolution of disputes and protests.

**Replace "Not Used" in section 19-1.04 with:**

If removal of unsuitable material, buried manmade object, or any other removal is described, removing unsuitable material is paid for as the type of excavation involved.

If removal of unsuitable material, buried manmade object, or any other removal is not described, removing unsuitable material is paid for as the type of excavation involved, unless before removal activities, (1) removing the material is ordered as change order work or (2) you request the removal to be change order work.

**Add to section 19-2.04:**

The Department does not pay for an excavation in excess of the limits shown or authorized.

**Replace section 19-4 with:**

**19-4.01 GENERAL**

**19-4.01A Summary**

You are advised that hard non-rippable rock exists that will require alternative excavation techniques, including the use of hydraulic rock breaking equipment, coring (for drilling operations), and/or chemical splitting agents.

Refer to the Foundation Report provided as supplemental information to the Contract Documents. The conclusions and recommendations contained within the report is based on limited study areas and may not be representative of the conditions you may encounter outside of the specific area of study. You are advised that in areas throughout the project site, hard, non-rippable rock exists that will require alternative excavation techniques, including the use of hydraulic rock breaking equipment, coring (for drilling operations), and/or chemical splitting agents.

Section 19-4 includes specifications for performing rock excavation and presplitting rock to form rock excavation slopes.

You may use hydraulic splitters, pneumatic hammers, or other authorized roadway excavation techniques to fracture rock and construct stable final rock cut faces. Blasting is not allowed.

Comply with section 12.

**19-4.04 PAYMENT**

Payment for rock excavation is included in the payment for the bid item that necessitates the rock excavation.

**Add to section 19-7.04:**

The Department does not pay for imported borrow that is not used in the work.

The Department does not pay for disposal of surplus imported borrow.

**Replace the 1st paragraph of section 19-9.02 with:**

Shoulder backing must be clean and consist of virgin AB.

**Delete the 3rd paragraph of section 19-9.02.**

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**20 LANDSCAPE**

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### **39-1.01B Definitions**

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

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

**fine aggregate:** Aggregate passing the no. 4 sieve.

**processed RAP:** RAP that has been fractionated.

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

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

**surface course:** Upper 0.2 feet of HMA exclusive of OGFC.

### **39-1.02 MATERIALS**

#### **39-1.02A Geosynthetic Pavement Interlayer**

Geosynthetic pavement interlayer must comply with the specifications for pavement fabric, paving mat, paving grid, paving geocomposite grid, or geocomposite strip membrane as shown.

#### **39-1.02B Tack Coat**

Tack coat must comply with the specifications for asphaltic emulsion or asphalts. Choose the type and grade.

Notify the Engineer if you dilute asphaltic emulsion with water. The weight ratio of added water to asphaltic emulsion must not exceed 1 to 1.

Measure added water either by weight or volume in compliance with section 9-1.02 or you may use water meters from water districts, cities, or counties. If you measure water by volume, apply a conversion factor to determine the correct weight.

With each dilution, submit:

1. Weight ratio of water to bituminous material in the original asphaltic emulsion
2. Weight of asphaltic emulsion before diluting
3. Weight of added water
4. Final dilution weight ratio of water to asphaltic emulsion

#### **39-1.02C Asphalt Binder**

Asphalt binder in HMA must comply with the specifications for asphalts or section 39-1.02D.

Asphalt binder for geosynthetic pavement interlayer must comply with the specifications for asphalts.

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

#### **39-1.02D Asphalt Rubber Binder**

Not Used

#### **39-1.02E Aggregate**

Aggregate must be clean and free from deleterious substances.

The specified aggregate gradation must be determined before the addition of asphalt binder and includes supplemental fine aggregate. The Department tests for aggregate grading under California Test 202, modified by California Test 105 if there is a difference in specific gravity of 0.2 or more between the coarse and fine parts of different aggregate blends.

Choose sieve size TV within each TV limit presented in the aggregate gradation tables.

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

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

**Aggregate Gradation  
(Percentage Passing)  
HMA Types A and B  
3/4-inch HMA Types A and B**

Sieve sizes	TV limits	Allowable tolerance
1"	100	--
3/4"	90–100	TV ± 5
1/2"	70–90	TV ± 6
No. 4	45–55	TV ± 7
No. 8	32–40	TV ± 5
No. 30	12–21	TV ± 4
No. 200	2.0–7.0	TV ± 2

**1/2-inch HMA Types A and B**

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

**3/8-inch HMA Types A and B**

Sieve sizes	TV limits	Allowable tolerance
1/2"	100	--
3/8"	95–100	TV ± 6
No. 4	58–72	TV ± 7
No. 8	34–48	TV ± 6
No. 30	18–32	TV ± 5
No. 200	2.0–9.0	TV ± 2

**No. 4 HMA Types A and B**

Sieve sizes	TV limits	Allowable tolerance
3/8"	100	--
No. 4	95–100	TV ± 7
No. 8	72–77	TV ± 7
No. 30	37–43	TV ± 7
No. 200	2.0–12.0	TV ± 4

**RHMA-G**

Not Used

**OGFC**

Not Used

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

### Aggregate Quality

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Percent of crushed particles	California Test 205				
Coarse aggregate (% min.)					
One fractured face		90	25	--	90
Two fractured faces	75	--	90	75	
Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.)					
One fractured face	70	20	70	90	
Los Angeles Rattler (% max.)	California Test 211				
Loss at 100 rev.		12	--	12	12
Loss at 500 rev.		45	50	40	40
Sand equivalent (min.) <sup>a</sup>	California Test 217	47	42	47	--
Fine aggregate angularity (% min.) <sup>b</sup>	California Test 234	45	45	45	--
Flat and elongated particles (% max. by weight @ 5:1)	California Test 235	10	10	10	10

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

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

#### 39-1.02F(1) General

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

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

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

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

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

#### 39-1.02F(2) Substitution Rate of 15 Percent or Less

For a RAP substitution rate of 15 percent or less, you may stockpile RAP during the entire project.

### 39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

#### 39-1.03A General

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

Use the *Contractor Hot Mix Asphalt Design Data* form to record aggregate quality and mix design data.

Use the *Contractor Job Mix Formula Proposal* form to present the JMF.

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

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

You may change the JMF during production. Do not use the changed JMF until it is authorized. Except if adjusting the JMF as specified in section 39-1.03E, perform a new mix design and submit a new JMF submittal if you change any of the following:

1. Target asphalt binder percentage
2. Asphalt binder supplier
3. Asphalt rubber binder supplier
4. Component materials used in asphalt rubber binder or percentage of any component materials
5. Combined aggregate gradation
6. Aggregate sources
7. Substitution rate by more than 5 percent if your assigned RAP substitution rate is 15 percent or less
8. Average binder content by more than 2 percent from the average binder content of the original processed RAP stockpile used in the mix design
9. Maximum specific gravity of processed RAP by more than  $\pm 0.060$  from the average maximum specific gravity of processed RAP reported on page 4 of your *Contractor Hot Mix Asphalt Design Data* form
10. Any material in the JMF

For OGFC, submit a complete JMF submittal, except for asphalt binder content. The Department determines the asphalt binder content under California Test 368 within 20 days of your complete JMF submittal and provides you a *Caltrans Hot Mix Asphalt Verification* form.

### 39-1.03B Hot Mix Asphalt Mix Design

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

**HMA Mix Design Requirements**

Quality characteristic	Test method	HMA type		
		A	B	RHMA-G
Air void content (%)	California Test 367	4.0	4.0	Section 39-1.03B
Voids in mineral aggregate (% min.) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0	17.0	--
		15.0	15.0	--
		14.0	14.0	18.0–23.0
		13.0	13.0	18.0–23.0
Voids filled with asphalt (%) No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0	65.0–75.0	Note a
		65.0–75.0	65.0–75.0	
		65.0–75.0	65.0–75.0	
		65.0–75.0	65.0–75.0	
Dust proportion No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2	0.6–1.2	Note a
		0.6–1.2	0.6–1.2	
Stabilometer value (min.) No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30	30	--
		37	35	23

<sup>a</sup> Report this value in the JMF submittal.

The maximum allowable RAP binder replacement is 15 percent.

### 39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Mix design records on a *Contractor Hot Mix Asphalt Design Data* form dated within 12 months of submittal
3. JMF verification on a *Caltrans Hot Mix Asphalt Verification* form, if applicable
4. JMF renewal on a *Caltrans Job Mix Formula Renewal* form, if applicable
5. MSDS for the following:
  - 5.1. Asphalt binder
  - 5.2. Base asphalt binder used in asphalt rubber binder

- 5.3. CRM and asphalt modifier used in asphalt rubber binder
- 5.4. Blended asphalt rubber binder mixture
- 5.5. Supplemental fine aggregate except fines from dust collectors
- 5.6. Antistrip additives

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

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must be at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF TVs submitted on a *Contractor Job Mix Formula Proposal* form.
2. RAP from stockpiles or RAP system. Samples must be at least 60 lb.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical-shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical-shaped cans with open top and friction lids.

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

### 39-1.03D Job Mix Formula Review

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

The Engineer may verify aggregate quality characteristics during this review period.

### 39-1.03E Job Mix Formula Verification

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

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

For HMA Type A, Type B, and RHMA-G, the Engineer verifies the JMF from samples taken from HMA produced by the plant to be used. Notify the Engineer at least 2 business days before sampling materials. Asphalt binder set point for HMA must be the OBC specified on your *Contractor Hot Mix Asphalt Design Data* form. When RAP is used, asphalt binder set point for HMA must be:

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

Where:

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

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

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

In the Engineer's presence and from the same production run, take samples of:

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

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

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

You may sample from a different project, including a non-Department project, if you make arrangements for the Engineer to be present during sampling.

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

The Engineer verifies each proposed JMF within 20 days of receiving all verification samples and the JMF submittal has been accepted. If you request, the Engineer verifies RHMA-G quality requirements within 3 business days of sampling. Verification is testing for compliance with the specifications for:

1. Aggregate quality
2. Aggregate gradation TVs within the TV limits
3. Asphalt binder content TV within the TV limit
4. HMA quality specified in the table titled "HMA Mix Design Requirements" except:
  - 4.1. Air void content, design value  $\pm 2.0$  percent
  - 4.2. Voids filled with asphalt, report only
  - 4.3. Dust proportion, report only

The Engineer prepares 3 briquettes from a single split sample. To verify the JMF for stability and air void content, the Engineer tests the 3 briquettes and reports the average of 3 tests. The Engineer prepares new briquettes if the range of stability for the 3 briquettes is more than 8 points.

The Engineer may use the briquettes used for stability testing to determine bulk specific gravity under California Test 308. If the same briquettes are used and the tests using bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

If the JMF is verified, the Engineer provides you a *Caltrans Hot Mix Asphalt Verification* form.

If tests on plant-produced samples do not verify the JMF, the Engineer notifies you and you must submit a new JMF or submit an adjusted JMF based on your testing. JMF adjustments may include a change in aggregate gradation TV within the TV limits specified in the aggregate gradation tables.

You may adjust the JMF only once due to a failed verification test. An adjusted JMF requires a new *Contractor Job Mix Formula Proposal* form and verification of a plant-produced sample.

A verified JMF is valid for 12 months.

For each HMA type and aggregate size specified, the Engineer verifies at the Department's expense up to 2 proposed JMF, including a JMF adjusted after verification failure. The Engineer deducts \$3,000 from payments for each verification exceeding this limit. This deduction does not apply to verifications initiated by the Engineer or JMF renewal.

### **39-1.03F Job Mix Formula Renewal**

You may request a JMF renewal by submitting:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Previously verified JMF documented on a *Caltrans Hot Mix Asphalt Verification* form dated within 12 months
3. Mix design documentation on a *Contractor Hot Mix Asphalt Design Data* form used for the previously verified JMF

Target asphalt binder content on your Contractor Job Mix Formula Proposal form and the OBC specified on your Contractor Hot Mix Asphalt Design Data form must be the same.

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

1. Coarse, fine, and supplemental fine aggregate from stockpiles, cold feed belts, or hot bins. Samples must include at least 120 lb for each coarse aggregate, 80 lb for each fine aggregate, and 10 lb for each type of supplemental fines. The Department combines these aggregate samples to comply with the JMF TVs submitted on a *Contractor Job Mix Formula Proposal* form.
2. RAP from stockpiles or RAP system. Samples must be at least 60 lb.
3. Asphalt binder from the binder supplier. Samples must be in two 1-quart cylindrical-shaped cans with open top and friction lids.
4. Asphalt rubber binder with the components blended in the proportions to be used. Samples must be in four 1-quart cylindrical-shaped cans with open top and friction lids.

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

The Engineer may verify aggregate qualities during this review period.

The Engineer verifies the JMF under section 39-1.03E except:

1. Engineer retains samples until you provide test results for your part on a *Contractor Job Mix Formula Renewal* form.
2. Department tests samples of materials obtained from the HMA production unit after you submit test results that comply with the specifications for the quality characteristics in section 39-1.03E.
3. Engineer verifies each proposed JMF renewal within 20 days of receiving verification samples.
4. You may not adjust the JMF due to a failed verification.
5. For each HMA type and aggregate gradation specified, the Engineer verifies at the Department's expense 1 proposed JMF renewal within a 12-month period.

The most recent aggregate quality test results within the past 12 months may be used for verification of JMF renewal or the Engineer may perform aggregate quality tests for verification of JMF renewal.

If the Engineer verifies the JMF renewal, the Engineer provides you a *Caltrans Hot Mix Asphalt Verification* form.

### **39-1.03G Job Mix Formula Modification**

For an accepted JMF, you may change asphalt binder source one time during production.

Submit your modified JMF request a minimum of 3 business days before production. Each modified JMF submittal must consist of:

1. Proposed modified JMF on Contractor Job Mix Formula Proposal form
2. Mix design records on Contractor Hot Mix Asphalt Design Data form for the accepted JMF to be modified
3. JMF verification on Hot Mix Asphalt Verification form for the accepted JMF to be modified
4. Quality characteristics test results for the modified JMF as specified in section 39-1.03B. Perform tests at the mix design OBC as shown on the Contractor Asphalt Mix Design Data form
5. If required, California Test 371 test results for the modified JMF.

With an accepted modified JMF submittal, the Engineer verifies each modified JMF within 5 business days of receiving all verification samples. If California Test 371 is required, the Engineer tests for California Test 371 within 10 days of receiving verification samples.

The Engineer verifies the modified JMF after the modified JMF HMA is placed on the project and verification samples are taken within the first 750 tons following sampling requirements in section 39-1.03E, "Job Mix Formula Verification." The Engineer tests verification samples for compliance with:

1. Stability as shown in the table titled "HMA Mix Design Requirements"
2. Air void content at design value  $\pm 2.0$  percent



3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
4. Voids filled with asphalt, report only
5. Dust proportion, report only

If the modified JMF is verified, the Engineer revises your Hot Mix Asphalt Verification form to include the new asphalt binder source. Your revised form will have the same expiration date as the original form.

If a modified JMF is not verified, stop production and any HMA placed using the modified JMF is rejected. The Engineer deducts \$2,000 from payments for each modified JMF verification. The Engineer deducts an additional \$2,000 for each modified JMF verification that requires California Test 371.

#### **39-1.03H Job Mix Formula Acceptance**

You may start HMA production if:

1. The Engineer's review of the JMF shows compliance with the specifications.
2. The Department has verified the JMF within 12 months before HMA production.
3. The Engineer accepts the verified JMF.

#### **39-1.04 CONTRACTOR QUALITY CONTROL**

##### **39-1.04A General**

Establish, maintain, and change a quality control system to ensure materials and work comply with the specifications. Submit quality control test results within 3 business days of a request, except if the QC/QA construction process is specified.

You must identify the HMA sampling location in your QC plan. During production, take samples under California Test 125. You may sample HMA from:

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

##### **39-1.04B Prepaving Conference**

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

##### **39-1.04C Asphalt Rubber Binder**

Not Used

##### **39-1.04D Aggregate**

Determine the aggregate moisture content and RAP moisture content in continuous mixing plants at least twice a day during production and adjust the plant controller. Determine the RAP moisture content in batch mixing plants at least twice a day during production and adjust the plant controller.

##### **39-1.04E Reclaimed Asphalt Pavement**

Perform RAP quality control testing each day.

For RAP substitution rate of 15 percent or less, sample RAP once daily.

Perform QC testing for processed RAP aggregate gradation under California Test 367, appendix B, and submit the results with the combined aggregate gradation.

##### **39-1.04F Density Cores**

Not Used

##### **39-1.04G Briquettes**

Prepare 3 briquettes for each stability and air void content determination. Report the average of 3 tests. Prepare new briquettes and test again when the range of stability for the 3 briquettes is more than 8 points.

You may use the same briquettes used for stability testing to determine bulk specific gravity under California Test 308. If you use these briquettes and tests using bulk specific gravity fail, you may prepare 3 new briquettes and determine a new bulk specific gravity.

#### **39-1.05 ACCEPTANCE CRITERIA**

HMA acceptance is specified in the sections for each HMA construction process.

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

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

Sampling must be independent of Contractor quality control, statistically based, and random. If you request, the Department splits samples and provides you with a part.

HMA acceptance is based on:

1. Authorized JMF
2. Compliance with the HMA acceptance tables
3. Visual inspection

The Department prepares 3 briquettes for each stability and air void content determination. The average of 3 tests is reported. If the range of stability for the 3 briquettes is more than 8 points, new briquettes are prepared and tested.

The Department may use the briquettes used for stability testing to determine bulk specific gravity under California Test 308. If the Engineer uses the same briquettes and the tests using that bulk specific gravity fail, the Engineer prepares 3 new briquettes and determines a new bulk specific gravity.

#### **39-1.06 DISPUTE RESOLUTION**

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

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

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

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

#### **39-1.07 PRODUCTION START-UP EVALUATION**

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

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

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

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

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

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

### **39-1.08 PRODUCTION**

#### **39-1.08A General**

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

HMA plants must be Department qualified. Before production, the HMA plant must have current qualification under the Department's Materials Plant Quality Program.

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

During production, asphalt binder set point for HMA Type A, HMA Type B, HMA Type C, and RHMA-G must be the OBC shown in Contractor Hot Mix Asphalt Design Data form. For OGFC, asphalt binder set point must be the OBC shown on Caltrans Hot Mix Asphalt Verification form. If RAP is used, asphalt binder set point for HMA must be calculated as specified in section 39-1.03E.

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

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

#### **39-1.08B Mixing**

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

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

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

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

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

#### **39-1.08C Asphalt Rubber Binder**

Not Used

### **39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER**

#### **39-1.09A General**

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

#### **39-1.09B Subgrade**

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

**39-1.09C Tack Coat**

Apply tack coat:

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

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

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

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

If you dilute asphaltic emulsion, mix until homogeneous before application.

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

If you request and if authorized, you may:

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

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

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

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

**39-1.09D Geosynthetic Pavement Interlayer**

Place geosynthetic pavement interlayer under the manufacturer's instruction.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. These repairs are change order work.
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply 0.25 ± 0.03 gal of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Asphalt binder must be from 285 to 350 degrees F and below the minimum melting point of the geosynthetic pavement interlayer when applied.

Align and place the interlayer with no folds that result in a triple thickness, except that triple thickness layers less than 1 inch in width may remain if less than 1/2 inch in height. Folds that result in a triple layer greater than a 1 inch width must be slit and overlapped in a double thickness at least 2 inches in width. The minimum HMA thickness over the interlayer must be 0.12 foot thick, including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders from 2 to 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic, except for crossings under traffic control, and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

### **39-1.10 SPREADING AND COMPACTING EQUIPMENT**

Paving equipment for spreading must be:

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

Install and maintain grade and slope references.

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

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

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

In areas inaccessible to spreading and compacting equipment:

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

### **39-1.11 CONSTRUCTION**

#### **39-1.11A General**

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

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

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

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

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

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

HMA must be free of:

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

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

### **39-1.11B Longitudinal Joints**

#### **39-1.11B(1) General**

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

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

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

#### **39-1.11B(2) Tapered Notched Wedge**

Not Used

#### **39-1.11C Widening Existing Pavement**

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing HMA over the existing pavement.

#### **39-1.11D Shoulders, Medians, and Other Road Connections**

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers
3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

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

### **39-1.11E Leveling**

If leveling with HMA is specified, fill and level irregularities and ruts with HMA before spreading HMA over the base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not paid for as HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material.

### **39-1.11F Compaction**

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 200 degrees F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Spread and compact HMA under sections 39-3.03 and 39-3.04 if any of the following applies:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
  - 3.1. Asphalt concrete surfacing replacement areas
  - 3.2. Leveling courses
  - 3.3. Areas for which the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

### **39-1.12 SMOOTHNESS**

#### **39-1.12A General**

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If concrete pavement is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade ordered.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade ordered.

#### **39-1.12B Straightedge**

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

1. More than 0.01 foot when the straightedge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

#### **39-1.12C Profilograph**

For the top layer of HMA Type A, Type B, and RHMA-G pavement, determine the  $PI_0$  and must-grinds under California Test 526. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds. For OGFC, only determine must-grinds if placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC. Profile the pavement in the Engineer's presence.

On tangents and horizontal curves with a centerline radius of curvature of 2,000 feet, the  $PI_0$  must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature from 1,000 to 2,000 feet, including pavement within the superelevation transitions, the  $PI_0$  must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit final profilograms.

Submit 1 copy of profile information in Microsoft Excel and 1 copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to: [Smoothness@dot.ca.gov](mailto:Smoothness@dot.ca.gov)

The following HMA pavement areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes, and collector lanes less than 1,500 feet in length

The following HMA pavement areas do not require a  $PI_0$  and you must measure them with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet, including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:
  - 2.1. Existing pavement not constructed under the same project
  - 2.2. A bridge deck or approach slab
3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present:
  - 4.1. Ramps
  - 4.2. Connectors
5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

#### **39-1.12D Smoothness Correction**

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within specified tolerances, remove and replace it, or place an overlay of HMA. Do not start corrective work until your choice of methods is authorized.

Remove and replace areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At transverse joints separating the OGFC from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the OGFC from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On areas ground but not overlaid with OGFC, apply fog seal coat under section 37-2.

#### **39-1.13 HOT MIX ASPHALT ON BRIDGE DECKS**

Produce and place HMA on bridge decks under the Method construction process. Aggregate must comply with the 1/2-inch HMA Types A and B gradation.



If authorized, aggregate may comply with the no. 4 HMA Types A and B gradation for a section or taper at a bridge end that is less than 1 inch in total depth.

If a concrete expansion dam is to be placed at a bridge deck expansion joint, tape oil-resistant construction paper to the deck over the area to be covered by the dam before placing the tack coat and HMA across the joint.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to traffic.

The tack coat application rate must be the minimum residual rate specified in section 39-1.09C. For HMA placed on a deck seal, use the minimum residual rate specified for a PCC underlying surface.

HMA placed on a deck seal must be placed in at least 2 approximately equal layers. The 1st layer must be at least 1 inch thick after compaction. Protect the deck seal throughout all operations.

For placement of the 1st HMA layer on a deck seal:

1. Comply with the HMA application temperature recommended by the deck seal manufacturer.
2. Deliver and place HMA using equipment with pneumatic tires or rubber-faced wheels. Do not operate other vehicles or equipment on the bare deck seal.
3. Deposit HMA on the deck seal in such a way that the deck seal is not damaged. Do not windrow the HMA material on the bridge deck seal.
4. Place HMA in a downhill direction on bridge decks with grades over 2 percent.
5. Spreading equipment need not be self-propelled.

#### **39-1.14 MISCELLANEOUS AREAS AND DIKES**

The following specifications in section 39 do not apply to miscellaneous areas and dikes:

1. HMA construction process
2. HMA mix design requirements
3. Contractor quality control
4. Production start-up evaluation

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request and if authorized, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

#### **39-1.15 MINOR HOT MIX ASPHALT**

Not Used

#### **39-1.16 RUMBLE STRIPS**

Reserved

**39-1.17 DATA CORES**

Reserved

**39-1.18 HOT MIX ASPHALT AGGREGATE LIME TREATMENT—DRY LIME METHOD**

Reserved

**39-1.19 HOT MIX ASPHALT AGGREGATE LIME TREATMENT—SLURRY METHOD**

Reserved

**39-1.20 LIQUID ANTISTRIP TREATMENT**

Reserved

**39-1.21 REPLACE ASPHALT CONCRETE SURFACING**

Reserved

**39-1.22 LIQUID ASPHALT PRIME COAT**

Reserved

**39-1.23 HOT MIX ASPHALT TYPE C**

Reserved

**39-1.24 BONDED WEARING COURSE—GAP GRADED**

Reserved

**39-1.25 RUBBERIZED BONDED WEARING COURSE—GAP GRADED**

Reserved

**39-1.26 RUBBERIZED BONDED WEARING COURSE—OPEN GRADED**

Reserved

**39-1.27 BONDED WEARING COURSE—OPEN GRADED**

Reserved

**39-1.28 ROADSIDE PAVING**

Reserved

**39-1.29 SOIL TREATMENT**

Reserved

**39-1.30 EDGE TREATMENT, HOT MIX ASPHALT PAVEMENT**

**39-1.30A General**

Section 39-1.30 includes specifications for constructing the edges of HMA pavement as shown.

**39-1.30B Materials**

For the safety edge, use the same type of HMA used for the adjacent lane or shoulder.

**39-1.30C Construction**

The edge of roadway where the safety edge treatment is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade areas to receive the safety edge as required.

The safety edge treatment must be placed monolithic with the adjacent lane or shoulder and shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be by constraining the HMA to reduce the cross sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, showing, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transition to cross roads, driveways, and obstructions.

For safety edge treatment, the angle of the slope must not deviate by more than  $\pm 5$  degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

If paving is done in multiple lifts, the safety edge treatment can be placed either with each lift or with the final lift.

Short sections of hand work are allowed to construct transitions for safety edge treatment.

For more information on the safety edge treatment, go to:

[http://safety.fhwa.dot.gov/roadway\\_dept/pavement/safedge/](http://safety.fhwa.dot.gov/roadway_dept/pavement/safedge/)

You can find a list of commercially available devices at the above Web site under "Frequently Asked Questions" and "Construction Questions."

### **39-1.30D Payment**

Not Used

## **39-2 STANDARD CONSTRUCTION PROCESS**

Not Used

## **39-3 METHOD CONSTRUCTION PROCESS**

### **39-3.01 GENERAL**

Section 39-3 includes specifications for HMA produced and constructed under the Method construction process.

### **39-3.02 ACCEPTANCE CRITERIA**

#### **39-3.02A Testing**

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

**HMA Acceptance—Method Construction Process**

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	California Test 202	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>
Sand equivalent (min) <sup>c</sup>	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) <sup>c</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30 37	30 35	-- 23	-- --
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90 75  70	25 --  20	-- 90  70	90 75  90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12 45	-- 50	12 40	12 40
Air void content (%) <sup>c, d</sup>	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) <sup>e</sup>	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0	--
Dust proportion <sup>f</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2 0.6–1.2	0.6–1.2 0.6–1.2	Report only	--
Moisture susceptibility (minimum dry strength, psi) <sup>g</sup>	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) <sup>g</sup>	California Test 371	70	70	--	--
Smoothness	Section 39-1.12	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92

Asphalt rubber binder	Various	--	--	Section 92-1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.

<sup>b</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.

<sup>c</sup> The Engineer reports the average of 3 tests from a single split sample.

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

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

<sup>f</sup> Report only.

<sup>g</sup> Applies to RAP substitution rate greater than 15 percent.

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

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

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

### 39-3.03 SPREADING AND COMPACTING EQUIPMENT

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

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

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

Compact RHMA-G as specified for HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing 300 tons or more of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh from 126 to 172 lb per linear inch of drum width. Turn the vibrator off.

### 39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

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

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

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

**Minimum Atmospheric and Surface Temperatures**

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

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

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

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

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

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

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 degrees F and the surface temperature is at least 60 degrees F.
2. Complete the 1st coverage of breakdown compaction before the surface temperature drops below 285 degrees F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 degrees F.
4. Complete finish compaction before the surface temperature drops below 200 degrees F.
5. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For HMA-O with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 degrees F and the surface temperature is at least 60 degrees F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 240 degrees F.
3. Complete all compaction before the surface temperature drops below 200 degrees F.
4. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For HMA-O with modified asphalt binder, except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 degrees F and the surface temperature is at least 50 degrees F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 240 degrees F.
3. Complete all compaction before the surface temperature drops below 180 degrees F.
4. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 degrees F and surface temperature is at least 60 degrees F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 degrees F.
3. Complete compaction before the surface temperature drops below 250 degrees F.
4. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharging to the truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

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

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

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

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

#### **39-4 QUALITY CONTROL/QUALITY ASSURANCE CONSTRUCTION PROCESS**

Not Used

#### **39-5 EXISTING ASPHALT CONCRETE**

##### **39-5.01 GENERAL**

##### **39-5.01A General**

Section 39-3.01 includes general specifications for performing work on existing asphalt concrete facilities. Work performed on existing asphalt concrete facilities must comply with section 15.

##### **39-5.01B Materials**

Not Used

##### **39-5.01C Construction**

Before removing a portion of an asphalt concrete facility, make a 2-inch deep saw cut to a true line along the limits of the removal area.

##### **39-5.01D Payment**

Not Used

##### **39-5.02 REPLACE ASPHALT CONCRETE SURFACING**

##### **39-5.02A General**

Section 39-3.02 includes specifications for replacing asphalt concrete surfacing.

##### **39-5.02B Materials**

HMA to be used for replacing asphalt concrete surfacing must comply with Type A HMA as specified in section 39-2.02.

The grade of asphalt binder must be PG 64-10 or PG 64-16.

Tack coat must comply with section 39-2.01B(10).

##### **39-5.02C Construction**

Where replace asphalt concrete surfacing is shown, remove the full depth of the existing asphalt concrete surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place. If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in section 39-2.01C(3)(f).

Place HMA using method compaction as specified in section 39-2.01C(2)(c).

#### **39-5.02D Payment**

The payment quantity for replace asphalt concrete surfacing is the volume determined from the dimensions shown.

#### **39-5.03 REMOVE ASPHALT CONCRETE DIKES**

##### **39-5.03A General**

Section 39-3.03 applies to removing asphalt concrete dikes outside the limits of excavation.

##### **39-5.03B Materials**

Not Used

##### **39-5.03C Construction**

Reserved

##### **39-5.03D Payment**

Not Used

#### **39-5.04 COLD PLANING ASPHALT CONCRETE PAVEMENT**

##### **39-5.04A General**

Section 39-3.05 includes specifications for cold planing asphalt concrete pavement.

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

Submit a cold planing work plan. The work plan must include construction methods and address protecting the existing box structure shown in the plans.

##### **39-5.04B Materials**

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the specifications for minor HMA in section 39-2.07.

##### **39-5.04C Construction**

###### **39-5.04C(1) General**

Do not use a heating device to soften the pavement.

The cold planing machine must be:

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

Replace broken, missing, or worn machine teeth.

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



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

#### **39-5.04C(2) Grade Control and Surface Smoothness**

Install and maintain grade and transverse slope references.

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

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

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

#### **39-5.04C(3) Planed Material**

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

#### **39-5.04C(4) Temporary HMA Tapers**

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

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

Completely remove temporary tapers before placing permanent surfacing.

#### **39-5.04D Payment**

Not Used

### **39-5.05 REMOVE BASE AND SURFACING**

#### **39-5.05A General**

Section 39-3.06 includes specifications for removing base and asphalt concrete surfacing.

#### **39-5.05B Materials**

Not Used

#### **39-5.05C Construction**

Where base and surfacing are described to be removed, remove base and surfacing to a depth of at least 6 inches below the grade of the existing surfacing. Backfill resulting holes and depressions with embankment material under section 19.

#### **39-5.05D Payment**

The payment quantity for remove base and surfacing is the volume determined from the dimensions shown.

### **39-5.06–39-5.08 RESERVED**

### **39-6 PAYMENT**

Section 39-6 includes specifications for HMA payment. The weight of each HMA mixture designated in the Bid Item List must be the combined mixture weight.

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

1. Total aggregate and supplemental fine aggregate weight per batch is printed. If supplemental fine aggregate is weighed cumulatively with the aggregate, the total aggregate batch weight must include the supplemental fine aggregate weight.
2. Total asphalt binder weight per batch is printed.
3. Each truckload's zero tolerance weight is printed before weighing the 1st batch and after weighing the last batch.
4. Time, date, mix number, load number, and truck identification is correlated with a load slip.
5. Copy of the recorded batch weights is certified by a licensed weighmaster and submitted to the Engineer.

If tack coat, asphalt binder, and asphaltic emulsion are paid with separate contract items, their contract items are measured under section 92 or section 94.

The Department does not adjust the unit price for an increase or decrease in the tack coat quantity. Section 9-1.06 does not apply to tack coat.

Place hot mix asphalt dike of the type specified is measured along the completed length.

HMA dike is paid for as place hot mix asphalt dike of the type specified in the Bid Item List and by weight for hot mix asphalt.

HMA specified to be placed in miscellaneous areas is paid for as place hot mix asphalt (miscellaneous areas) and by weight for hot mix asphalt.

Geosynthetic pavement interlayer is measured for the actual pavement area covered.

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

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**40 CONCRETE PAVEMENT**

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**41 EXISTING CONCRETE PAVEMENT**

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**42 GROOVE AND GRIND CONCRETE**

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**43-44 RESERVED**

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## DIVISION VI STRUCTURES

### 45 GENERAL

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### 46 GROUND ANCHORS AND SOIL NAILS

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### 47 EARTH RETAINING SYSTEMS

Replace section 47-4 with:

#### 47-4 SEGMENTAL BLOCK RETAINING WALL

##### 47-4.01 GENERAL

Section 47-4 includes specifications for constructing segmental block unit retaining wall systems.

Work includes preparing foundation soil, furnishing and installing leveling pad, segmental block facing system, drainage fill and reinforced backfill as shown on the plans.

Reinforced concrete copings must comply with sections 51 and 52.

##### 47-4.02 MATERIALS

###### 47-4.02A Segmental Block Retaining Wall Units

Segmental block units must be Ultrablock Wall Systems manufactured by Ultrablock, Inc., or approved equal. Block units may be made of surplus concrete mix.

Segmental block units must have a minimum 28-day compressive strength of 2,200 psi.

Individual block units must be free of cracks and other defects that would interfere with the placement and locking of units. All shear keys must be in good condition.

Segmental block unit dimensions must batch details shown on the plans with a tolerance of 1/2-inch. Individual unit dimensions (width x height x length) are as follows:

- Ultrablock Full Size Block (2.46' x 2.46' x 4.92'); Weight: 4,320 lbs.
- Ultrablock Half Size Block (2.46' x 2.46' x 2.46'); Weight: 2,160 lbs.
- Ultrablock Full Flat Top Block (2.46' x 2.46' x 4.92'); Weight: 4,300 lbs.
- Ultrablock Half Flat Top Block (2.46' x 2.46' x 2.46'); Weight: 2,150 lbs.
- Ultrablock Full Flat Top Cap Block (2.46' x 1.23' x 4.92'); Weight: 2,150 lbs.

Segmental block units must have a surface face equivalent to the manufacturer's "Quarystone" texture.

Segmental block units must have chamfered edges.

**47-4.02B Base Leveling Pad Material**

Leveling pad material must consist of a compacted crushed stone base, as shown on the plans.

**47-4.02C Drainage Fill**

Drainage fill must consist of clean 1-inch minus crushed stone or crushed gravel meeting the following gradation tested in accordance with ASTM D422:

**Drainage Fill Gradation**

Sieve Size	Percent Passing
1 inch	75 - 100
3/4 inch	50 - 75
No. 4	0 - 60
No. 40	0 - 50
No. 200	0 - 5

**47-4.02D Reinforced Backfill**

Reinforced backfill must be free of debris and meet the following gradation tested in accordance with ASTM D422:

**Reinforced Backfill Gradation**

Sieve Size	Percent Passing
3/4 inch	75 - 100
No. 4	20 - 100
No. 40	0 - 60
No. 200	0 - 35

The Plasticity Index (PI) must be less than 15 and Liquid Limit less than 40, per ASTM D4318. The pH value must be in the range of 2 to 12, per ASTM G51.

The maximum aggregate size is be limited to 3/4-inch unless installation damage tests have been performed to evaluate potential strength reductions to the geogrid design due to increased installation damage during construction.

Material may be site-excavated soils where the above requirements can be met. Soils not meeting the above criteria, including highly plastic clays and organic soils, may not be used in the backfill or reinforced backfill soil mass.

Submit reinforced fill sample and laboratory test results to the Engineer for approval prior to the use of any proposed reinforced backfill material.

**47-4.02E Geogrid Soil Reinforcement**

Geosynthetic reinforcement must consist of geogrids manufactured for soil reinforcement applications and be manufactured from high tenacity polyester yarn or high density polyethylene. Polyester geogrid must be made from high tenacity polyester filament yarn with a molecular weight exceeded 25,000 g/m and with a carboxyl end group value less than 30. Polyester geogrid must be coated with an impregnated PVC coating that resists peeling, cracking and stripping.

Geosynthetic reinforcement must be Miragrid® 3XT or approved equal. Approved geogrids must have the following properties:

T<sub>a</sub> (Long Term Allowable Tensile Design Load). T<sub>a</sub> of the geogrid material is determined as follows:  $T_a = T_{ult}/(RF_{cr} * RF_d * RF_{id} * FS)$ . T<sub>a</sub> shall be evaluated based on a 75 year design life.

$T_{ult}$  (Short Term Ultimate Tensile Strength).  $T_{ult}$  is determined in accordance with ASTM D4595 or ASTM D6637.  $T_{ult}$  is based on the minimum average roll values (MARV).

$RF_{cr}$  (Reduction Factor for Long Term Tension Creep).  $RF_{cr}$  is determined from 10,000 hour creep testing performed in accordance with ASTM D5262.  $RF_{cr} = 1.45$  minimum.

$RF_d$  (Reduction Factor for Durability).  $RF_d$  shall be determined from polymer specific durability testing covering the range of expected soil environments.  $RF_d = 1.10$  minimum.

$RF_{id}$  (Reduction Factor for Installation Damage).  $RF_{id}$  is determined from product specific construction damage testing performed in accordance with ASTM D5818. Provide test results for each product to be used with project specific or more severe soil types.  $RF_{id} = 1.05$  minimum.

FS (Overall Design Factor of Safety). FS must be 1.5 unless noted for the maximum allowable working stress calculation.

The maximum design tensile load of the geogrid must not exceed the laboratory tested ultimate strength of the geogrid/facing unit connection divided by a factor of safety of 1.5. The connection strength testing and computation procedures must be in accordance with ASTM D6638 Connection Strength between Geosynthetic Reinforcement and Segmental Concrete Units or NCMA SRWU-1.

$C_i$  (Coefficient of Soil Interaction).  $C_i$  values are determined per ASTM D6706 at a maximum 0.75 inch displacement.

The geogrid manufacturer must have a Manufacturing Quality Control program that includes QC testing by an independent laboratory. The QC testing must include Tensile Strength testing, Melt Flow Index testing for HDPE geogrids and Molecular Weight testing for polyester geogrids.

#### **47-4.02F Drainage Pipe**

Drainage pipe must be perforated or slotted PVC pipe manufactured in accordance with ASTM D3034 or corrugated HDPE pipe manufactured in accordance with AASHTO M252.

### **47-4.03 CONSTRUCTION**

#### **47-4.03A Base Leveling Pad**

Make vertical excavations to the extent possible to minimize over excavation.

Begin excavation at the lowest wall level.

Foundation subgrade soils and any backfill material must be compacted to a minimum of 95 percent before placing the leveling pad.

Place leveling pad material shall be placed to the lines and grades shown on the plans with a minimum thickness of 6 inches, and extend laterally a minimum of 6 inches in front and behind the segmental block wall unit.

Compact leveling pad materials to a minimum of 95% of Standard Proctor density per ASTM D697.

Construct leveling pad so full contact with the base surface of the segmental block units is achieved.

#### **47-4.03B Segmental Block Retaining Wall Units**

Place the first course of units on the leveling pad at the appropriate line and grade. Check alignment and level in all directions and ensure that all units are in full contact with the base and properly seated. Place block units together and parallel to the wall alignment.

Place the front of units side-by-side. Do not leave gaps between adjacent units. Layout of corners and curves must be in accordance with manufacturer's recommendations.

Place and compact drainage fill within and behind wall units. Place and compact reinforced backfill soil behind drainage fill. Drainage collection pipe must have a minimum slope of 1.5%.

Do not place more than 6 block units along the first course prior to starting on the second course.

#### **47-4.03C Geogrid**

Install geogrid with the highest strength direction perpendicular to the wall alignment.

Place geogrid reinforcement at the strengths, lengths and elevations shown on the plans, or as directed by the Engineer.

Place geogrid horizontally on compacted backfill and attached to the segmental block unit pins and within 1 inch of the face of the units. Place the next course of segmental block units over the geogrid. The geogrid must be pulled taut and properly anchored prior to backfill placement on the geogrid.

Geogrid reinforcements must be continuous throughout their embedment lengths and placed side-by-side to provide 100% coverage at each level. Spliced connections between shorter pieces of geogrid or gaps greater than 2 inches between adjacent pieces of geogrid are not permitted.

#### **47-4.03D Reinforced Backfill**

Place, spread, and compact reinforced backfill in such a manner that minimizes the development of slack in the geogrid and installation damage to the geogrid.

Reinforced backfill must be placed and compacted in lifts not to exceed 6 inches where hand operated compaction equipment is used, or 10 inches where heavy compaction equipment is used. Decrease lift thickness to achieve the required density as needed.

Compact reinforced backfill to a minimum of 95% of Standard Proctor density per ASTM D697. The moisture content of the reinforced backfill material during compaction must be uniformly distributed throughout each layer and be dry of optimum by 0 to 3 percentage points of moisture.

Use only hand-operated compaction equipment within 3 feet from the back of the segmental block units.

Do not operate tracked construction equipment directly upon the geogrid reinforcement. A minimum fill thickness of 6 inches is required prior to operation of tracked equipment over the geogrid. Minimize tracked equipment turning to prevent tracks from displacing the fill and damaging or displacing the segmental block units or geogrid.

Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 mph. Avoid sudden braking and turning of rubber tired equipment.

Place and compact backfill at the toe of wall as the wall is constructed.

At the end of each day's operation, slope the last lift of reinforced backfill away from the wall units to direct runoff away from the wall face. The Contractor shall not allow surface runoff from adjacent areas to enter the wall construction site.

#### **47-4.03E Concrete Coping**

Prior to placement of the concrete coping, clean the upper surface of the top course of segmental block units completely of soil and any other material.

Mortar for post pockets must comply with section 51-1.02F.

#### **47-4.03F Construction Tolerances**

Construct the segmental block wall with the following tolerances:

- Vertical alignment:  $\pm$  1.5 inches over any 10-foot distance

- Wall batter: within 2 degrees of design batter. Overall wall batter must be  $\geq 0$  degrees
- Horizontal alignment:  $\pm 1.5$  inches over any 10-foot distance
- Corners and curves:  $\pm 1$  foot to theoretical location
- Maximum horizontal gap between erected units must be  $\leq 1/2$ -inch

**47-4.04 PAYMENT**

Payment for construction of the segmental block retaining wall, including furnishing and installing leveling pad, geogrid, segmental block units, drainage pipe, and drainage fill is included in the payment for retaining wall (segmental block). All other items related to the segmental block retaining wall are paid for as indicated in the Bid Item List.

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**48 TEMPORARY STRUCTURES**

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**49 PILING**

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**50 PRESTRESSING CONCRETE**

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**51 CONCRETE STRUCTURES**

Replace "Reserved" in section 51-9 with:

**51-9 ARCHITECTURAL TREATMENT**

**51-9.01 GENERAL**

**51-9.01A Summary**

Section 51-9 includes general specifications for constructing architectural treatment as shown on the plans.

Anti-Graffiti Coating must comply with Section 78-4.06.

Architectural treatments listed below are required at concrete surfaces shown on the plans:

1. Dry stack rock texture

The architectural treatment must be a texture simulating the appearance of a dry stack rock pattern matching the texture and colors of the architecturally finished bridge on U.S. 50 at the Missouri Flat Road interchange. Liners must be full size of the panel as drawn without vertical or horizontal joints. The pattern must follow a horizontal line and not follow the grade of the road. Corners at the intersection of plane surfaces must be sharp and crisp without easing or rounding. A Class 1 surface finish must be applied to the architectural treatment.

**51-9.01B Submittals**

**51-9.01B(1) Test Panel**

A test panel at least 4 ft x 4 ft in size must be successfully completed at a location approved by the Engineer before beginning work on architectural texture or painting concrete. The test panel will be constructed, finished, and painted with the materials, tools, equipment, personnel, and methods to be used in constructing, finishing, and painting the concrete surfaces. If ordered by the Engineer, additional test panels will be constructed and finished until the specified finish, texture, and color are obtained, as determined by the Engineer.

The test panel approved by the Engineer will be used as the standard for comparison in determining acceptability of the architectural texture and painting for concrete surfaces.

You must submit to the Engineer, not less than one week prior to initial application of the concrete coating to the test panel, a copy of the manufacturer's recommendations and written application instructions.

**51-9.02 MATERIALS**

**51-9.02A Form Liners**

Form liners will be used for textured concrete surfaces and must be installed in conformance with the manufacturer's recommendations, unless other methods of forming textured concrete surfaces are approved by the Engineer. Form liners must be manufactured from an elastomeric material or a semi-elastomeric polyurethane material by a manufacturer of commercially available concrete form liners. No substitution of other types of form liner material will be allowed. Form liners must leave crisp, sharp definition of the architectural surface. Recurring textural configurations exhibited by repeating, recognizable shadow patterns must be prevented by proper casting of form liner patterns. Textured concrete surfaces with such recurring textural configurations will be reworked to remove such patterns as approved by the Engineer or the concrete will be replaced.

Form liners must have the following properties:

Description	ASTM Designation:	Range
Elastomeric material		
Shore A hardness	D 2240	20 to 65
Tensile strength (MPa)	D 412	0.9 to 6.2
Semi-elastomeric polyurethane		
Shore D hardness	D 2240	55 to 65
Tensile strength (MPa)	D 2370	18 minimum

**51-9.02B Prepare and Paint Concrete Surfaces**

The paint must be a light-stable, alkali-resistant, acrylic latex or acrylic latex copolymer emulsion, commercially manufactured for use as an exterior concrete coating.

Paint must comply with section 91-4.02B.



The paint must be formulated and applied so that the color of the coated concrete matches the architectural treatment of the bridge on U.S. 50 at the Missouri Flat Road interchange. A minimum of four colors will be used to capture the color variation from the darkest to the lightest shades.

### **51-9.03 CONSTRUCTION**

#### **51-9.03A Form Liners**

Cuts and tears in form liners must be sealed and repaired in conformance with the manufacturer's recommendations. Form liners that are delaminated from the form will not be used. Form liners with deformations to the manufactured surface caused by improper storage practices or any other reason will not be used.

Form liners must extend the full length of texturing with transverse joints at 8 foot minimum spacing. Small pieces of form liners will not be used. Grooves must be aligned straight and true. Grooves must match at joints between form liners. Joints in the direction of grooves in grooved patterns must be located only in the depressed portion of the textured concrete. Adjoining liners must be butted together without distortion, open cracks or offsets at the joints. Joints between liners will be cleaned before each use to remove any mortar in the joint.

Adhesives must be compatible with the form liner material and with concrete. Adhesives must be approved by the liner manufacturer. Adhesives must not cause swelling of the liner material.

#### **51-9.03B Releasing Form Liners**

Products and application procedures for form release agents will be approved by the form liner manufacturer. Release agents must not cause swelling of the liner material or delamination from the forms. Release agents must not stain the concrete or react with the liner material. For reliefs simulating fractured concrete or wood grain surfaces the application method will include the scrubbing method using a natural bristle scrub brush in the direction of grooves or grain. The release agent must coat the liner with a thin film. Following application of form release agent, the liner surfaces will be cleaned of excess amounts of agent using compressed air. Buildup of form release agent caused by the reuse of a liner will be removed at least every 5 uses.

Form liners must release without leaving particles or pieces of liner material on the concrete and without pulling or breaking concrete from the textured surface. The concrete surfaces exposed by removing forms must be protected from damage.

#### **51-9.03C Curing**

Concrete surfaces with architectural texture must be cured only by the forms-in-place or water methods. Seals and curing compounds will not be used.

#### **51-9.03D Prepare and Paint Concrete Surfaces**

##### **51-9.03D(1) Surface Preparation**

Curing concrete must comply with section 90-1.03B.

Concrete surfaces to be painted must be prepared in conformance with the requirements of SSPC-SP 13, "Surface Preparation of Concrete," of the Structural Steel Painting Council. After concrete surface preparation is complete, you will clean all concrete surfaces to be painted by water rinsing.

Water rinsing is defined as a pressurized water rinse with a minimum nozzle pressure of 1,160 psi. During rinsing, the tip of the pressure nozzle must be placed between 12 inches and 18 inches from the surface to be rinsed. The nozzle must have a maximum fan tip angle of 30°.

Unless otherwise specified, should 7 days elapse between paint applications, the painted surface must be water rinsed prior to the next paint application.

##### **51-9.03D(1) Painting Concrete**

Painting concrete must comply with section 78-4.03.

Repair any damaged areas in the same manner as the original surface preparation and paint application.

#### 51-9.04 PAYMENT

Architectural treatment will be measured and paid for by the square foot.

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### 52 REINFORCEMENT

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### 53 SHOTCRETE

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### 54 WATERPROOFING

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### 55 STEEL STRUCTURES

**Add to section 55:**

#### **55-2 PREFABRICATED BRIDGE SYSTEM**

##### **55-2.01 GENERAL**

###### **55-2.01A Summary**

Work consists of furnishing, fully engineering, fabricating, transporting and installing a prefabricated full through (box) truss (overhead bracing required) bridge of steel construction, including bearings, anchor bolts, deck forms, deck concrete, and deck reinforcement. These specifications are minimum standards for design, fabrication, and construction. The intended use of the prefabricated bridge system is to carry pedestrian loads.

###### **55-2.01B Definitions**

Not Used

###### **55-2.01C Submittals**

Submit shop drawings, design calculations, splicing and erection procedures, warranty information, inspection and maintenance procedures, AISC Shop Certification, AWS Certified Fabricator Certification, welder qualifications, and evidence of two (2) Certified Weld Inspectors (CWI's) on staff. Upon receipt of the prefabricated bridge system submittal, the Engineer will review and approve or request a revised submittal within five (5) working days after the initial submittal. If corrections are required to the submittal, the prefabricated bridge manufacturer must remedy all corrections within five (5) working days and resubmit for approval.

Submit shop drawings for all elements of the prefabricated bridge system under these special provisions. The design drawings and calculations must be stamped by a licensed professional civil engineer registered in the State of California. The manufacturer's engineer must have a minimum of 10 years of experience in bridge design.

You must identify the intended bridge manufacturer as part of the submittal. The bridge manufacturer must have the personnel, organization, capability, and commitment to produce fabricated structural steel as set forth in the American Institute of Steel Construction (AISC) Certification Program. Provide the following documentation at time of bid submittal:

- Proof of current AISC certification.
- Verification the bridge manufacturer has been in the business of designing and fabricating steel truss bridges for a minimum of five (5) years and has maintained a permanent quality control department or has retained an independent testing agency on a continuing basis. The agency must provide a report, certified by a licensed engineer, detailing the ability of the manufacturer to produce quality products consistent with industry standards.
- Completion of the "Certification of Bidder's Prefabricated Bridge Manufacturer's Qualifications" statement with the submitted Proposal.

The bridge manufacturer must fabricate their own product using a modern fabrication facility owned and operated by the bridge manufacturer that includes the use of CNC beam drilling machines.

The Engineer will evaluate and verify the accuracy of the submittal after bid opening. If the Engineer determines that the qualifying criteria have not been met, the bid will be deemed non-responsive and subsequently rejected.

#### **55-2.01C(1) Submittal Drawings**

Schematic drawings and diagrams must be unique drawings, prepared to illustrate the specific portion of work to be done. Drawings must clearly specify all relative design information, such as member sizes, bridge reactions, and general notes. Provide cross referenced details and sheet numbers on the drawings.

#### **55-2.01C(2) Structural Calculations & Design**

Structural calculations must include all design information necessary to determine the structural adequacy of the bridge. Include the following:

- All AASHTO LRFD checks for axial, bending, and shear forces in the critical members of each truss member type (i.e. top chord, bottom chord, floor beam, vertical, etc.)
- Checks for the critical connection failure modes for each truss member type (i.e. vertical, diagonal, floor beam, etc.). Provide special attention to welded tube-on-tube connections.
- All bolted slice connections.
- Main truss deflection checks.
- Bearings.
- Deck design.

The bridge must be modeled and analyzed using three-dimensional computer software which accounts for moments induced in members due to joint fixity where applicable. Moments due to both truss deflection and joint eccentricity must be considered. All loads listed in this section must be applied to the model and analyzed appropriately.

The bridge must be designed and proportioned such that appropriate lateral stiffness is provided locally and globally to ensure stability.

The vertical truss members, floor beams, top frame struts (truss portal) and their connections must be proportioned to resist a lateral force applied at the top of the truss verticals. This lateral force must be applied as an additional load to the top of the vertical to a two-dimensional portal frame, and the ensuing moment then added to the forces obtained from the three-dimensional model. The magnitude of this lateral force must not be less than 0.01 times the average factored design compressive force in the two adjacent top chord members. In addition, the end portals (end verticals, end floor beams and end portal struts) must be proportioned to resist a lateral force applied at the top of the truss end vertical with a magnitude based on the lateral loads applied to the end portals only, assuming all interior portals are pinned. It is acceptable to design the end portals (end verticals, end floor beams and end portal struts) to

carry all the lateral load in the truss system and not depend on any interior portals to carry lateral load. If this method is selected, all the interior portals must be pinned in the model to ensure that all lateral loads are being carried by the end portals.

The top chord must be analyzed as a column with elastic lateral supports at the panel points, considering all moments due to in-plane and out-of-plane bending, along with moments due to eccentricities of the members. If the top chords are braced laterally with brace diagonals throughout the length of the bridge, an effective length factor  $K=1.0$  may be used. If the top chords are not braced laterally with brace diagonals throughout the length of the bridge, additional analysis may be necessary to determine the effective length factor  $K$ , but in no case may the effective length factor  $K$  be less than 1.3.

The floor beams must be sized for the forces obtained from a simple span, pinned end analysis, or from the forces obtained from the three-dimensional model, whichever controls.

The diagonals and brace diagonals must be analyzed as pinned-end connection members.

Interior verticals must be analyzed as pinned-end connections in the longitudinal direction unless longitudinal forces are applied to the verticals, in which case they must be analyzed as fixed-end connections.

All other members must be analyzed as fixed-end connections.

HSS member connections must be evaluated per the requirements of AISC 360 Chapters J & K.

#### **55-2.01C(2)(a) Design Loads**

##### **55-2.01C(2)(a)(i) Dead Load**

Bridge structure must be designed for the total bridge weight including the final deck system.

##### **55-2.01C(2)(a)(ii) Pedestrian Live Load**

Bridge structure must be designed for a uniform pedestrian loading of 90 psf. This loading must be patterned to produce the maximum load effects. Consideration of dynamic load allowance is not required with this loading.

##### **55-2.01C(2)(a)(iii) Vehicle Load**

Bridge superstructure, floor system and deck system must be designed for each of the following concentrated vehicular loads:

- A concentrated load of 1,000 pounds placed on any area 2.5-foot by 2.5-foot square.
- A single H-10 vehicle (20,000 pound two-axle vehicle with 80% to rear axle) placed to produce the maximum load effects not in combination with the pedestrian load. The dynamic load allowance need not be considered for this loading.

##### **55-2.01C(2)(a)(iv) Wind Load**

Bridge must be designed for wind loads as specified in AASHTO Signs, Articles 3.8 and 3.9. The loading must be applied over the exposed area in front elevations of both trusses including all enclosures.

In addition to the wind load specified above, a vertical uplift line load as specified in AASHTO Specifications Article 3.8.2 and determined as the force caused by a pressure of 20 psf over the full deck width, must be applied concurrently. This loading must be applied at the windward quarter point of the deck width.

##### **55-2.01C(2)(a)(v) Seismic Load**

The bridge structure must be designed for seismic loading as specified in Section 3.10 of ASHTO LRFD. The transverse loads must be calculated considering the transverse period of the bridge and the longitudinal loads using a period of zero. A response modification factor of 0.8 must be used for the calculation of forces applied to the bridge anchorage. A response modification factor of 1.0 must be used for the calculation of bearing reactions. The transverse seismic load must be applied to all the bearings and the longitudinal seismic load must be applied to the fixed bearings only. The vertical bearing

reactions must be calculated using an overturning force on the bridge based on the center of gravity of the bridge times the transverse seismic load.

**55-2.01C(2)(a)(vi) Fatigue Load**

Fatigue loading must be as specified in Section 11 of AASHTO Signs. The Natural Wind Gust specified in Article 11.7.1.2 and the Truck-Induced Gust specified in Article 11.7.1.3 of AASHTO Signs only need be considered when appropriate.

**55-2.01C(2)(a)(vii) Load Combinations**

Load combinations must be in accordance with AASHTO Specifications Table 3.4.1-1, with the following exceptions:

- Load combinations Strength II, Strength IV, and Strength V need not be considered.
- The load factor for Fatigue I load combination must be taken as 1.0, and Fatigue II load combination need not be considered.

**55-2.01C(2)(b) Design Limitations**

**55-2.01C(2)(b)(i) Deflection**

The vertical deflection of the bridge due to the unfactored pedestrian live loading must not exceed 1/360 of the span length.

The horizontal deflection of the bridge under unfactored wind loading must not exceed 1/360 of the span length.

**55-2.01C(2)(b)(ii) Vibration**

Vibration of the structure must not cause discomfort or concern to users. The fundamental frequency in a vertical mode without live load must be greater than 3.0 hertz. The fundamental frequency in the lateral direction must be greater than 1.3 hertz.

If the fundamental frequency in the vertical mode cannot satisfy the above limitations, the bridge may be proportioned to satisfy either of the following:

$$f \geq 2.86 \ln (180/W)$$

or

$$W \geq 180 e^{(-0.35f)}$$

where  $f$  is the fundamental frequency in the vertical direction (Hz) and  $W$  is the dead load weight of the supported structure (kips).

**55-2.01C(2)(c) Governing Design Codes**

Bridge must be in compliance with the ASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2009 (AASHTO Specifications). Calculations must be in accordance with this document and formulas must reference the appropriate sections.

Other Governing Specifications which may apply:

AASHTO LRFD Bridge Design Specifications, 8th Edition with California Amendments.

AASHTO LRFD Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, First Edition, 2005. (AASHTO Signs)

AISC Steel Construction Manual, 15th Edition, 2017.

ASCE/SEI 7-10 Minimum Design Loads for Buildings and Other Structures, 2010.

The AASHTO Specifications will control if any conflicting requirements occur with other governing specifications.

**55-2.01D Quality Control and Assurance**

**55-2.01D(1) General**

Structural design of the bridge must be performed by or under direct supervision of a licensed professional engineer and done in accordance with recognized engineering practices and principles. The design drawings and calculations must be stamped by a licensed professional civil engineer registered in the State of California.

## **55-2.02 MATERIALS**

### **55-2.02A General**

#### **55-2.02A(1) Span**

Bridge span length shall be 179'-0" (horizontal straight line dimension) and measured from inside face of the abutment backwall to the inside face of the abutment backwall. The bridge manufacturer must determine the final out-to-out dimension of the bridge span.

#### **55-2.02A(2) Width**

Bridge width must provide a minimum clearance of 12'-0" between all interior railing elements.

#### **55-2.02A(3) Inside Clear Height Above Deck**

The top of the top chord above the deck dimension will vary as described in section 55-2.02A(6) and be determined by the bridge manufacturer; however, at no point in the bridge may the inside clear height be less than 10'-6". The clear height is defined as the distance from the high point of the deck to the bottom of the overhead steel members.

#### **55-2.02A(4) Lower Steel Clearance**

The bridge manufacturer will determine the distance from the top of the deck (measured from the highest point of the deck) to the bottom of any steel member, however at no point in the bridge may this dimension exceed 1'-6".

#### **55-2.02A(5) Truss Bay Spacing**

The number of bays and the dimension of the panel points will be determined by the bridge manufacturer.

#### **55-2.02A(6) Bridge System Type**

Bridge must be designed as a full through (box) truss (overhead bracing required). The vertical trusses must be designed with a variable height top chord that is not parallel to the bottom chord. The maximum dimension from the top face of the top chord to the bottom face of the bottom chord must be 19'-6". The bottom chord must match the camber as specified in section 55-2.02C(3). All vertical truss members must be plumb. Trusses must be laid out such that diagonals shall be at an angle of 30-degrees or more with respect to the bottom chord.

The vertical truss must use a single-diagonal, Pratt configuration, where all the diagonals are in tension for gravity loads.

The bridge must utilize an underhung floor beam where the top face of the floor beam is welded to the bottom face of the bottom chord. The distance from the top of deck to the bottom of the floor beam will be determined by the bridge manufacturer during final design but must not exceed 1'-6".

#### **55-2.02A(7) Unpainted Weathering Steel**

All members of the truss and deck support system must be fabricated from square or rectangular hollow structural shapes (HSS), with the exception that floor beams may be wide flange shapes. All open ends of end posts and floor support beams must be capped. Drain holes must be provided for all sections at the low point of the member that may become filled with water.

All bridges must be fabricated using A847 for HSS sections and A588 for structural shapes and plates.

The minimum nominal thickness of primary hollow structural shapes must be 1/4-inch. Rolled shapes must have a minimum thickness of 1/4-inch.

No steel surface finish treatment is necessary. All exposed surfaces of structural steel to be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7, SSPC-SP7 brush-off blast cleaning. Exposed surfaces of steel are defined as those surfaces seen from the deck or

from the outside and bottom of the structure. All other surfaces are to have a standard mill finish. The steel will be allowed to form a protective weathering patina over time.

#### **55-2.02A(8) Reinforced Concrete Deck**

The bridge deck will be comprised of reinforced concrete designed to span from floor beam to floor beam.

Reinforced concrete must be normal weight (145 pcf maximum) with a minimum compressive strength of 4,500 psi at 28 days with an air content of 6% +/- 1.5%.

The surface of deck concrete must be finished with a sidewalk finish.

Stay-in-place galvanized (G90 coating) metal form deck must be used and designed to support the weight of the wet concrete plus a 20 psf construction load. Form deck must be shop attached to floor beams via self-drilling fasteners, welding or power-actuated fasteners. The longitudinal sheet laps must be attached with self-drilling self-tapping fasteners at 36-inch maximum spacing. The attachment of the form deck to the floor beams is only necessary to keep the form deck in place during transportation and concrete placement. The form deck is not to be used for diaphragm or composite action and provides no structural benefit to the truss or deck after the concrete is set. Metal form deck panels must be of a length to span a minimum of two bays of the truss supports. The top of deck to bottom of form deck must be as required to support the loads listed in this section.

A distribution width of deck is allowed to support the anticipated vehicle wheel loads. The distribution width (E in feet) must be the narrower of the following:

- $E = 4 + 0.06S$   
(where S is the floor beam spacing minus one-half of the floor beam width)
- One half of the total driving width of the bridge deck
- 0.75 times the lateral wheel spacing of the vehicle
- $0.6S + \text{wheel width}$   
(where S is the floor beam spacing minus one-half of the floor beam width)  
(The wheel width in inches is  $2.5 * \sqrt{(0.01P/2.5)}$ , where P is the wheel load in pounds)

Reinforcing steel must be ASTM A615 Grade 60 non-coated bars. All bar bends, anchorage and splices must be in accordance with AASHTO specifications. Top reinforcement must have a minimum clearance of 2" to the top of deck surface.

#### **55-2.02A(9) Welding**

Welding procedures and weld qualifications test procedures must conform to the provisions of AWS D1.1. Filler material must be in accordance with the applicable AWS Filler Metal Specification and must match the corrosion properties of the base metal.

#### **55-2.02A(10) Welders**

Welders must be qualified for each process and position used while fabricating the bridge. Qualification tests must be in accordance with AWS D1.1. All weld qualifications and records must be kept in accordance with the Fabricator's Quality Assurance Manual which has been approved and audited by AISC as the basis for certification.

#### **55-2.02B Fasteners**

Structural bolts used to field splice or connect all main members must be ASTM F3125 Grade A325. The nuts for these structural bolts must be ASTM A563. The bridge manufacturer must determine the finish of the structural bolts, as either Type 3 (Weathering) or Type 1 (Hot-Dipped or Mechanically Galvanized).

Self-drilling fasteners for attachment of the form decking must be #14 x 1" zinc plated hex washer head Tek screws.

Power actuated fasteners must be Hilti sheet metal nail X-ENP-19.

Other miscellaneous fasteners must be ASTM A307 zinc plated or galvanized, as determined by the bridge manufacturer.

### **55-2.02C Attachments**

#### **55-2.02C(1) Wire Mesh Panels**

Mesh panels consisting of steel wire mesh infill and steel frames must be installed. Mesh wire must be steel with a minimum diameter of 3/16". Mesh infill edges must be enclosed with a U-edging frame or sandwich plate that must be bolted to supports at a maximum 4'-0" on center and within 1'-0" of all corners. U-edging frame must be 7/16" x 1-1/4" x 14 gage (minimum). Sandwich plate frames must be 2" x 3/16" plates on each side of the mesh infill edges. Frames must have longitudinally slotted holes for connection to supporting members. Mesh wires must be welded to the inside of the frame at every 3rd wire (minimum). Frame corners must be welded and ground smooth. Frames must be no larger than 8'-0" in the shortest direction.

Mesh panels must be installed on both side truss, on the inside of the structure for the full height of the side truss.

Wire mesh openings must be a maximum of 2-inch.

Mesh panels must be fabricated from corrosion resistant high-strength low-alloy weathering steel; no surface treatment is necessary. All exposed surfaces of steel to be cleaned in accordance with Steel Structures Painting Council Surface Preparation Specifications No. 7, SSPC-SP7 brush-off blast cleaning. The steel will be allowed to form a protective weathering patina over time.

All elements of the welded wire mesh system (support frames, posts, mesh, attachments, etc.) must be designed to support a uniform load of 15 psf applied normal to the entire surface.

#### **55-2.02C(2) Rub Rail**

Bridge must be supplied with a steel channel rub rail a minimum of 4" high by 1" wide minimum with radiused edges. Ends of rub rails must be capped and ground smooth so as to produce no sharp edges. Weld rub rails directly to the inside face of truss verticals. The maximum unsupported length must be 8'-0". If the vertical spacing is greater than the maximum unsupported length, mid-bay supports are required. The top of the rub rail must be 3'-6" above the top of the deck (measured at the outside edge of the deck). All seams of the rub rails must be fully welded to give the appearance of a continuous member (welding must be located at a support member).

#### **55-2.02C(3) Camber**

The vertical camber dimension at mid-span of the bridge must be equal to 1% of the bridge span length plus 100% of the anticipated full dead load deflection.

#### **55-2.02C(4) Elevation Difference**

The top of the deck must be at the same elevation at each end of the bridge.

### **55-2.03 CONSTRUCTION**

#### **55-2.03A Fabrication**

##### **55-2.03A(1) Shop Splices**

Shop splices for main truss member must be full penetration welds all around the perimeter of the member. These shop splices must be performed using a full perimeter backing plate. After welding of the shop splices, the weld must be ground smooth to match the perimeter of the member. Grinding these welds smooth is required and will be grounds for rejection of the bridge upon delivery if not completed.

Shop splices for all horizontal rail components must be located at the centerline of the truss verticals, with each end welded to the truss vertical and seal-welded together. Exposed surface of the seal welds as seen from the deck must be ground smooth.

##### **55-2.03A(2) Quality Certifications**



The bridge must be fabricated in a shop owned by the bridge manufacturer. This facility must have current quality certification by AISC as a Certified Bridge Fabricator – Advanced (Major) with Fracture Critical Endorsement and Complex Coating Endorsement (P1-Enclosed or P2-Covered).

The bridge manufacturer must employ at least two (2) Certified Weld Inspectors (CWIs) with endorsement by AWS QC1. At least one (1) CWI must be present during the complete fabrication of the bridge. The CWI must provide written documentation that the bridge has been fabricated in accordance with these specifications and the approved design drawings.

Material Certifications must be available for review for all materials within the bridge. Traceability of heat numbers is required for all structural steel.

#### **55-2.03A(3) Non-Destructive Testing**

All welds within the structure must be visually inspected for conformance to size, under cut, profile and finish.

All shop splices of main truss members must be magnetic particle tested.

#### **55-2.03B Delivery and Erection**

##### **55-2.03B(1) Delivery**

Deliver to a location nearest the site which is easily accessible to normal over-the-road tractor/trailer equipment. All trucks delivering bridge materials must be unloaded at the time of arrival.

##### **55-2.03B(2) Installation**

Bridge manufacturer must provide detailed, written instruction in the proper lifting procedures and splicing procedures (if required). The method and sequence of erection is your responsibility.

##### **55-2.03B(3) Bolted Splices**

For shipping purposes, the bridge may be fabricated in sections. Sections must be field assembled using bolted connections. No field welding of members is allowed.

The chord members of the bridge must be bolted such that at least two faces of the member are bolted in order to provide reasonable force distribution around the perimeter of the member. Bolted splices must be designed and fabricated such that the head of the bolt and washer are the only item exposed. No through-bolting of the member is allowed. The nuts of the fastener cannot be welded to the internal splice plate and must be held in place with a nut capture system per US Patent 10,267,345 B2 or equal.

The diagonals and brace diagonals must be bolted utilizing a through-bolt system with plates on the exterior faces of the members. An internal stiffening plate is required to keep the member from crushing during the bolt tightening process.

All bolted connections are considered to be pretensioned or slip-critical connections. All bolts are to be pretensioned. The recommended tightening method of all structural bolts is Turn-of-the-Nut Pretensioning.

##### **55-2.03B(4) Maintenance**

Provide the Engineer with written inspection and maintenance procedures from the bridge manufacturer.

#### **55-2.03C Bearings**

##### **55-2.03C(1) Bearing Type**

Bearing type and size must be designed by the bridge manufacturer based on anticipated loads and movements.

##### **55-2.03C(2) Design Temperature Range**

The Design Temperature Range will be site specific and be determined per AASHTO Specifications Article 3.12.2.

##### **55-2.03C(3) Non-Shrink Grouting**

The bridge must be supplied with a lower setting plate. The setting plate must be leveled and shimmed to the proper elevation. The space between the lower surface of the setting plate and the abutment seat must be filled with a non-shrink grout capable of achieving a minimum compressive strength equal to or greater than the strength of the abutment concrete.

**55-2.03D Expansion Joints**

**55-2.03D(1) General**

The gap between the end of the bridge deck and the abutment backwall has been sized to accommodate bridge movements due to thermal expansion of the bridge over the design temperature range. The gaps must be covered with a steel cover plate which attaches to the bridge and extends over the gap and onto the top of the abutment backwall. The steel cover plate must have its edges beveled at a 45-degree angle.

**55-2.03E Warranty**

**55-2.03E(1) General**

Bridge manufacturer must warrant their steel structure is free of design, material and workmanship defects for a period of ten (10) years from the date of delivery. Warranty will not cover defects in the bridge caused by abuse, misuse, overloading, accident, improper installation, maintenance, alteration or any other cause not the result of defective materials or workmanship. Bridge manufacturer must repair, replace, or adjust any members of the steel structure as necessary to remedy defects under the warranty.

**55-2.04 PAYMENT**

Payment for furnishing and installing all elements related to the bridge including bearing plates, bearing pads, cover plates, anchor bolts, deck concrete, deck reinforcement, and deck forms is included in the payment for furnish & install prefabricated bridge.

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**56 OVERHEAD SIGN STRUCTURES, STANDARDS, AND POLES**

^^

**57 WOOD AND PLASTIC LUMBER STRUCTURES**

^^

**58 SOUND WALLS**

^^

**59 STRUCTURAL STEEL COATINGS**

^^

**60 EXISTING STRUCTURES**



^^

**71 EXISTING DRAINAGE FACILITIES**

^^

**DIVISION VIII MISCELLANEOUS CONSTRUCTION**

**72 SLOPE PROTECTION**

^^

**73 CONCRETE CURBS AND SIDEWALKS**

^^

**74 PUMPING EQUIPMENT AND CONTROLS**

^^

**75 MISCELLANEOUS METAL**

^^

**76 WELLS**

^^

**77 LOCAL INFRASTRUCTURE**

^^

**78 INCIDENTAL CONSTRUCTION**

^^

**79 RESERVED**

^^

**80 FENCES**

^^

**DIVISION IX TRAFFIC CONTROL DEVICES**

**81 MISCELLANEOUS TRAFFIC CONTROL DEVICES**

^^

**82 SIGNS AND MARKERS**

^^

**83 RAILINGS AND BARRIERS**

Replace *Reserved* in section 83-5 with:

**83-5 MODIFIED HANDRAILING**

**83-5.01 GENERAL**

Section 36-4 includes specifications for constructing modified handrailing.

**83-5.02 MATERIALS**

Posts and rails must be ASTM A847 weathering steel.

**83-5.03 CONSTRUCTION**

Not Used

**83-5.04 PAYMENT**

Not Used

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**84 MARKINGS**

^^

**85 RESERVED**

AA

**DIVISION X ELECTRICAL WORK**

**86 GENERAL**

AA

**87 ELECTRICAL SYSTEMS**

Replace *Reserved* in section 87-9 with:

**87-9 BRIDGE LIGHTING**

**87-9.01 GENERAL**

Section 87-9 includes specifications for furnishing and installing bridge lighting.

These specifications are based on a low-profile driverless vapor-sealed LED linear luminaire manufactured by:

G&G Industrial Lighting  
10 Corporate Drive  
Clifton Park, NY 12065  
[www.ggled.net](http://www.ggled.net)

You may use an equivalent product from an alternate manufacturer.

**87-9.02 MATERIALS**

The bridge lighting system will use driverless linear LED luminaires attached to the overhead transverse bracing members of the steel truss bridge.

Mounting hardware for LED luminaires must be made of stainless steel and in accordance with manufacturer's recommendations.

Each luminaire must have IP67 ingress protection and be coated with a UV inhibitor / blocker for outdoor use.

Luminaire fixtures must meet the following:

<b>Luminaire Parameters</b>	
Light Output	1,200 lumens
Efficacy	120 LPW
Operating Power	9 watts
Color Rendering Index	85
Correlated Color Temperature	4,000 K
Expected Lifetime	100,000 hours at 25°C
Manufacturer's Warranty	5 years
Voltage	120 volts AC
Ambient Operating Temperature	-40°C to 60°C
Nominal Dimensions	1" diameter x 24" length



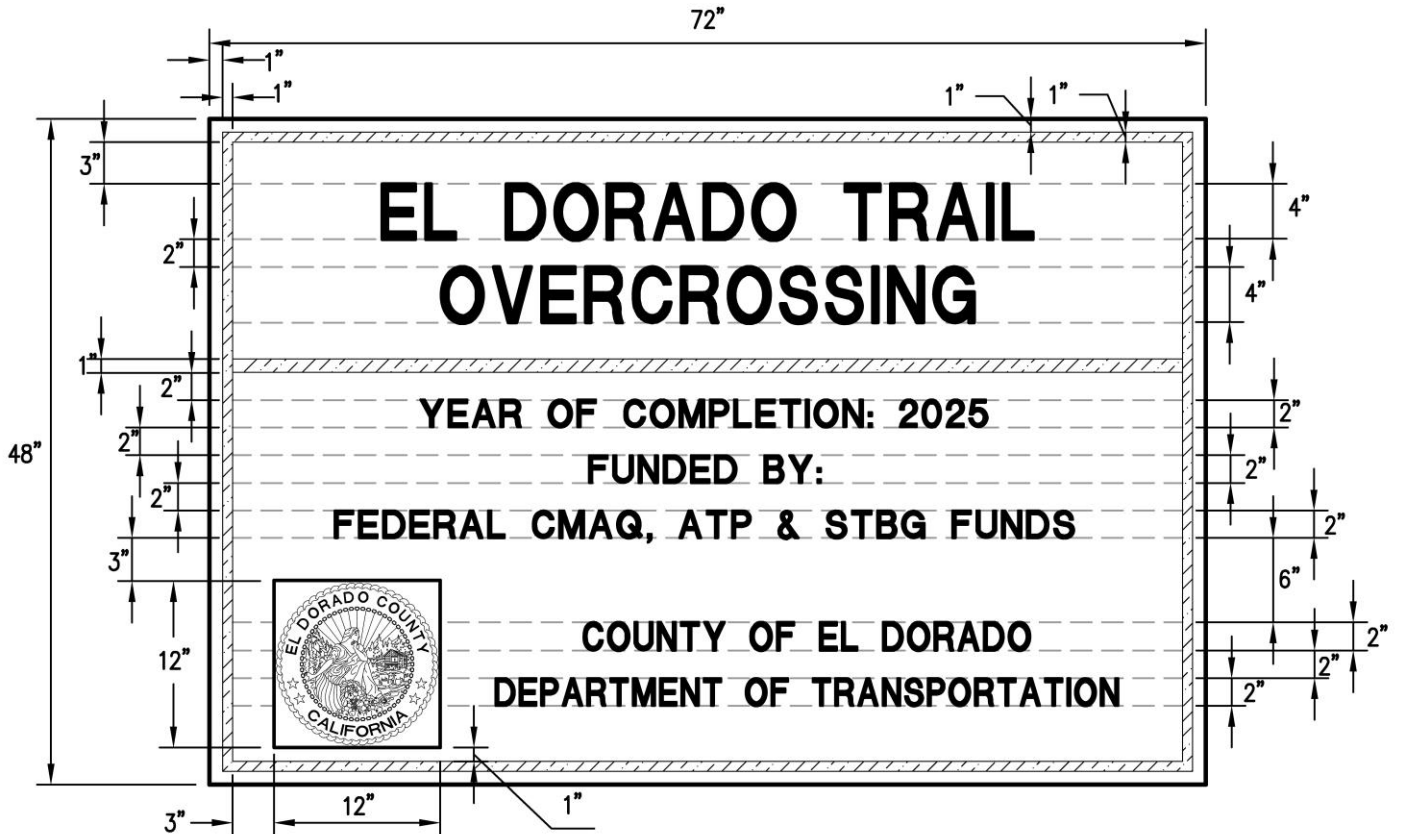




**APPENDIX A**

**to the contract documents for the  
El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
Contract No. 8144, CIP No. 36109002**

**FUNDING SIGN DETAIL**



**NOTES**

1. THE ENGINEER SHALL SUPPLY THE CONTRACTOR WITH THE EL DORADO COUNTY LOGO IN DIGITAL FORMAT. THE IMAGE SHALL BE PRINTED TO THE DIMENSIONS INDICATED, AND PLACED ON THE SIGN IN THE GENERAL LOCATION SHOWN.
2. THE IMAGE OF THE EL DORADO COUNTY LOGO SHALL BE COLOR (NON-REFLECTIVE) ON WHITE BACKGROUND.
3. THE BORDER AND LETTERING OF THE SIGNS SHALL BE BLUE (NON-REFLECTIVE) ON WHITE BACKGROUND.
4. ALL DIMENSIONS SHOWN ARE IN INCHES, UNLESS OTHERWISE INDICATED.

**FUNDING SIGN EXHIBIT**

**County of El Dorado, State of California  
Department of Transportation**

**CONTRACT No. 8144 / CIP No. 36109002**

**EL DORADO TRAIL – MISSOURI FLAT ROAD  
BIKE/PEDESTRIAN OVERCROSSING PHASE 2**

**THIS AGREEMENT** (“Agreement”) approved by the Board of Supervisors this \_\_\_\_<sup>st</sup> day of \_\_\_\_\_, in the year of 20\_\_, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the, Department of Transportation thereof, the party of the first part hereinafter called "County," and [CONTRACTOR], party of the second part hereinafter called "Contractor."

**RECITALS:**

**WHEREAS**, County has caused the above-captioned Project to be let to formal bidding process; and

**WHEREAS**, Contractor has duly submitted a bid response for the captioned Project upon which County has awarded this Contract;

**NOW, THEREFORE**, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

**Article 1. THE WORK**

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of County's Contract Documents entitled:

**EL DORADO TRAIL – MISSOURI FLAT ROAD  
BIKE/PEDESTRIAN OVERCROSSING PHASE 2**

The Project is located along Missouri Flat Road, near the community of Diamond Springs in the County of El Dorado in County of El Dorado. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Furnishing and installing a prefabricated steel pedestrian overcrossing structure, including precast prestressed concrete girders, mechanically stabilized earth retaining walls, structural concrete, hot mix asphalt paving, metal handrailing, signing, and striping. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, DBE Information, Equal Employment Opportunity Certification, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Drug Free Workplace Certification, Iran Contracting Act Certification, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), Certification of Bidder's Prefabricated Bridge Manufacturer's Qualifications, Opt Out of Payment Adjustments for Price Index Fluctuation form, if

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2

County of El Dorado

**Contract No. 8144, CIP No. 36109002**

**Agreement**

January 23, 2024

C-1

elected, Electronic Files Usage Acknowledgment form, if elected, Form FHWA 1273; the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum and the Nondiscrimination Assurances, the Performance Bond, and Payment Bond, the Exhibit 15-G Construction Contract DBE Commitment form, Exhibit 15-H DBE Information Good Faith Efforts form; the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans 2022, and Standard Specifications 2022, Revised Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other Contract Document, this Agreement shall take precedence.

### **Article 3. COVENANTS AND CONTRACT PRICE**

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

### **Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 8 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **Five Thousand Two Hundred Dollars (\$5,200)**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the Contract time prescribed herein.

### **Article 5. INDEMNITY**

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

operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State of California, or any Federal government agencies, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State of California or any Federal government agencies their officers and employees, or where expressly prescribed by statute.

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

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

**Article 6. VENUE**

Any litigation arising out of this Contract shall be brought in El Dorado County and governed by California law.

**Article 7. NOTIFICATION OF SURETY COMPANY**

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

**Article 8. PERFORMANCE BOND**

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

**Article 9. PAYMENT BOND**

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

**Article 10. ASSIGNMENT OF ANTITRUST ACTIONS**

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

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in

obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

#### **Article 11. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate this Agreement at any time, in whole or in part, for convenience upon thirty (30) calendar days written Notice of Termination. County shall issue Contractor a written notice specifying that this Agreement is to be terminated.

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

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

#### **Article 12. TERMINATION BY COUNTY FOR CAUSE**

County may, without prejudice to any other right or remedy and after giving Contractor a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor if any of the following events occur:

1. Contractor is adjudged as bankrupt or insolvent.
2. Contractor makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property.
3. Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
4. Contractor on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment.
5. Contractor on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment.
6. Contractor disregards the authority of County's representative, or the Engineer, if one is appointed.
7. Contractor violates Article 36.
8. Contractor otherwise violates any material provision of the Contract Documents.

County shall state in that written notice the reason(s) for the default. After that ten (10) day period has elapsed, County may terminate the services of Contractor immediately and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, County may serve Contractor with an Inspector's written notice demanding satisfactory compliance with this Agreement if Contractor does any of the following:

1. Fails to begin delivery of materials and equipment, to commence Work within the time specified, or to maintain the rate of delivery of material.
2. Fails to execute the Work in the manner and at such locations as specified.
3. Fails to maintain a work program which will ensure County's interest.
4. Contractor is not carrying out the intent of this Agreement.

If Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment,

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

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

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

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

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

**Article 13. SUCCESSORS AND ASSIGNS**

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

**Article 14. REPORTING ACCIDENTS**

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

**Article 15. EMISSIONS REDUCTION**

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

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations and require my sub-contractors to comply with such regulations before commencing the performance of the Work, maintain compliance throughout the duration of this Contract, and provide County a Certificate of Reported Compliance for each company with road legal vehicles over 14,000 pound gross vehicle weight.

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

**Article 16. WORKERS' COMPENSATION CERTIFICATION**

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

## CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

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

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

### Article 17. WARRANTY

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, 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 herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

### Article 18. RETAINAGE

The retainage from payment is set forth in Section 9-1.16F(1) of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

### Article 19. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

The DBE goal for this Contract is 21%.

Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of this Agreement.

The Contractor shall carry out applicable requirements of 2 CFR Part 200.321 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 2 CFR Part 200.321 are as follows:

(a) *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*

- (1) Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
  - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;



- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

## **Article 20. PREVAILING WAGE REQUIREMENTS**

Contractor's attention is directed to the requirements of Division 2 Part 7, Chapter 1 of the California Labor Code, including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7. The general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request, and in case of projects involving Federal funds, Federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

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

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

In the case of federally funded projects, where Federal and State prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by Federal funds. Comply with Exhibit D of this Agreement and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 3141-3147 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and Subcontractors must pay not less than the higher wage rate. The Department of Transportation will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and Subcontractors, Contractor and Subcontractors must pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

**Article 21. NONDISCRIMINATION**

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Sub Chapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, section 11102 incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to Contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" and the requirements of Exhibit C, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit C, both of which exhibits and all of the Appendices to Exhibit C are incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related Work shall incorporate Exhibits B and C and Appendices A through D to Exhibit C (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.  
  
The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" is incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related Work shall incorporate Exhibit B (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the Federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**Article 22. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
**Contract No. 8144, CIP No. 36109002**  
January 23, 2024

County of El Dorado  
**Agreement**  
C-8

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches Contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 3141-3147) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).
- g. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Subtitle B, Chapter XV, Part 1532, Section 1532.10 et seq.).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in Federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
- k. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.
- l. Will comply with 46 CFR 381.7(b), Use of United States-Flag Vessels (Cargo Preference Act):
  - 1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vehicles.
  - 2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
  - 3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

Any Subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

### **Article 23. BUSINESS LICENSE**

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning Work under this Contract and at all times during the term of this Contract.

### **Article 24. FORCE MAJEURE**

Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

### **Article 25. INDEPENDENT CONTRACTOR**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any

kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf. [If there is a reason why Contractor should have this authority, the contract should describe the scope of that authority.

#### **Article 26. CONFLICT OF INTEREST**

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 12.

#### **Article 27. TAXES**

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

#### **Article 28. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director, Engineering, Department of Transportation, or successor.

#### **Article 29. AUTHORIZED SIGNATURES**

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

#### **Article 30. PARTIAL INVALIDITY**

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

**Article 31. NO THIRD PARTY BENEFICIARIES**

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

**Article 32. COUNTERPARTS**

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

**Article 33. 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.

DRAFT

**IN WITNESS WHEREOF**, the said Department of Transportation of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

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

Chair, Board of Supervisors

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

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

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

Deputy Clerk

**CONTRACTOR**

Dated: \_\_\_\_\_  
License No. \_\_\_\_\_ Federal Employee Identification Number \_\_\_\_\_

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

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

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

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

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

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

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

**EXHIBIT A**  
**CONTRACTOR'S BID AND BID PRICE SCHEDULE**  
**EL DORADO TRAIL-MISSOURI FLAT ROAD BIKE/PEDESTRIAN OVERCROSSING PHASE 2**  
**CONTRACT No. 8144 / CIP No. 36109002**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	080050	Progress Schedule (Critical Path Method)	LS	1		
2	120090	Construction Area Signs	LS	1		
3	120100	Traffic Control System	LS	1		
4	130100	Job Site Management	LS	1		
5	130200	Prepare Water Pollution Control Program	LS	1		
6	14900X	Prepare Fugitive Dust Plan	LS	1		
7	170103	Clearing and Grubbing	LS	1		
8	190101	F Roadway Excavation	CY	80		
9	192003	F Structure Excavation (Bridge)	CY	320		
10	192037	F Structure Excavation (Retaining Wall)	CY	709		
11	193003	F Structure Backfill (Bridge)	CY	128		
12	193013	F Structure Backfill (Retaining Wall)	CY	358		
13	260203	Class 2 Aggregate Base	CY	136		
14	390132	Hot Mix Asphalt (Type A)	TON	114		



ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15	47501X	F	Retaining Wall (Segmental Block)	SQFT	9,557		
16	510050	F	Structural Concrete, Bridge	CY	218		
17	510051	F	Structural Concrete, Bridge Footing	CY	108		
18	510054	F	Structural Concrete, Bridge (Polymer Fiber)	CY	183		
19	51050X	F	Minor Concrete (Retaining Wall Coping)	CY	145		
20	51050X	F	Minor Concrete (Bridge Curb)	CY	7		
21	511035	F	Architectural Treatment	SQFT	10,000		
22	512225		Furnish Precast Prestressed Concrete Girder (80'-90')	EA	2		
23	512227		Furnish Precast Prestressed Concrete Girder (100'-110')	EA	2		
24	512500		Erect Precast Prestressed Concrete Girder	EA	4		
25	519081		Joint Seal (MR = 1/2")	LF	60		
26	520102	F	Bar Reinforcing Steel (Bridge)	LB	77,580		
27	55020X		Furnish & Install Prefabricated Bridge	LS	1		
28	650018		24" Reinforced Concrete Pipe	LF	46		
29	705206		24" Concrete Flared End Section	EA	2		
30	780460	F	Anti-Graffiti Coating	SQFT	10,000		

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
31	82084X		Sign (Wood Post, Bike Path)	EA	10		
32	833088	F	Tubular Handrailing	LF	1,888		
33	840656		Paint Traffic Stripe (2-Coat)	LF	1,250		
34	840666		Paint Pavement Marking (2-Coat)	SQFT	167		
35	870200		Lighting System (Bridge)	LS	1		
36	999990		Mobilization	LS	1		
<b>Total Bid:</b>							

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum

## EXHIBIT B

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Contractor and all Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform Work under this Agreement.
4. Contractor will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
  - (a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
  - (b) For willful violation of this Fair Employment provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.

**EXHIBIT C**

**EXHIBIT 12-G: REQUIRED FEDERAL-AID CONTRACT LANGUAGE**  
(For Local Assistance Construction Projects)

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

**MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION**

**1. DISADVANTAGED BUSINESS ENTERPRISES (DBE) ..... 2**

- A. Nondiscrimination Statement..... 3**
- B. Contract Assurance..... 3**
- C. Prompt Progress Payment..... 3**
- D. Prompt Payment of Withheld Funds to Subcontractors ..... 3**
- E. Termination and Replacement of DBE Subcontractors..... 4**
- F. Commitment and Utilization ..... 6**
- G. Running Tally of Attainments ..... 7**
- H. Commercially Useful Function ..... 7**
- I. Use of Joint Checks ..... 8**

**2. BID OPENING ..... 9**

**3. BID RIGGING ..... 9**

**4. CONTRACT AWARD ..... 9**

**5. CONTRACTOR LICENSE..... 9**

**6. CHANGED CONDITIONS ..... 9**

- A. Differing Site Conditions..... 9**
- B. Suspensions of Work Ordered by the Engineer..... 9**
- C. Significant Changes in the Character of Work ..... 10**

**7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES ..... 10**

**8. BUY AMERICA..... 10**

**9. QUALITY ASSURANCE ..... 11**

**10. PROMPT PAYMENT ..... 12**

**11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS ..... 12**

**12. FEMALE AND MINORITY GOALS..... 12**

**13. TITLE VI ASSURANCES..... 14**

**14. FEDERAL TRAINEE PROGRAM ..... 19**

**15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES..... 20**

## 1. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

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

The prime contractor shall meet the DBE goal shown elsewhere in these special provisions or demonstrate that they made adequate Good Faith Efforts (GFE) to meet this goal. An adequate GFE means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal.

If the DBE goal is not met, the contractor needs to complete and submit the DBE GFE documentation as described in Local Assistance Procedures Manual (LAPM) Chapter 9, Section 9.8 within 5 (five) days of bid opening.

It is the prime contractor's responsibility to verify that the DBE firm is certified as a DBE on the date of bid opening by using the California Unified Certification Program (CUCP) database and possesses the most specific available North American Industry Classification System (NAICS) codes and Work Code applicable to the type of work the firm will perform on the contract. Additionally, the prime contractor is responsible to document this verification by printing out the CUCP data for each DBE firm. A list of DBEs certified by the CUCP can be found at: <https://dot.ca.gov/programs/civil-rights/dbe-search>.

DBE participation will only count toward the California Department of Transportation's federally mandated statewide overall DBE goal if the DBE performs a commercially useful function under 49 CFR 26.55.

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

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

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

- The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.
- The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

- A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

#### **A. Nondiscrimination Statement**

The contractor, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, the contractor, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### **B. Contract Assurance**

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

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

#### **C. Prompt Progress Payment**

In accordance with California Business and Professions Code section 7108.5, the prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

#### **D. Prompt Payment of Withheld Funds to Subcontractors**

The Agency may hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The Agency shall designate one of the methods below in the contract to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor. The Agency shall include either Method 1, Method 2, or Method 3 below and delete the other two.

**Method 1:** No retainage will be held by the Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the

contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 2:** No retainage will be held by the Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**Method 3:** The Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Agency. Any delay or postponement of payment may take place only for good cause and with the Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

#### **E. Termination and Replacement of DBE Subcontractors**

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

##### Termination of DBE Subcontractors

After a contract with a specified DBE goal has been executed, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the Agency:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The Local Agency stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the Local Agency's bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law, or is not properly registered with the California Department of Industrial Relations as a public works contractor.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to

perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).

5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The Agency determines other documented good cause.

To terminate a DBE or to terminate a portion of a DBE's work, the contractor must use the following procedures:

1. Send a written notice to the DBE of Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the Agency. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and the Agency by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within 5 business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice.
3. Submit Contractor's DBE termination request by written letter to the Agency and include:
  - One or more above listed justifiable reasons along with supporting documentation.
  - Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice
  - The DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

The Agency shall respond in writing to Contractor's DBE termination request within 5 business days.

#### Replacement of DBE Subcontractors

After receiving the Agency's written authorization of DBE termination request, the Contractor must obtain the Agency's written agreement for DBE replacement. The Contractor must find or demonstrate GFEs to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the Agency which must include:
  - a. Description of remaining uncommitted work items made available for replacement DBE solicitation and participation.
  - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - Quote for bid item work and description of work to be performed
    - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - Revised Subcontracting Request form
    - Revised Exhibit 15-G: Construction Contract DBE Commitment
2. If Contractor has not identified a DBE replacement firm, submit documentation of the Contractor's GFEs



to use DBE replacement firms within 7 days of Agency's authorization to terminate the DBE. The Contractor may request the Agency's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and/or other work the Contractor had intended to self-perform, to the extent needed to meet the DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide Contractor's reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the Agency may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports the GFE

The Agency shall respond in writing to the Contractor's DBE replacement request within five (5) business days. The Contractor must submit a revised Subcontracting Request form if the replacement plan is authorized by the Agency.

#### **F. Commitment and Utilization**

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

The bidder shall complete and sign Exhibit 15-G: Construction Contract DBE Commitment included in the contract documents regardless of whether DBE participation is reported. The bidder shall provide written confirmation from each DBE that the DBE is participating in the Contract. LAPM Exhibit 9-I: DBE Confirmation or equivalent form and DBE's quote must be submitted. The written confirmation must be submitted no later than 4pm on the 5th day after bid opening. If a DBE is participating as a joint venture partner, the bidder shall submit a copy of the joint venture agreement.

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

The prime contractor shall use each DBE subcontractor as listed on Exhibit 15-G: Construction Contract DBE Commitment unless they receive written authorization for a termination or replacement from the Agency.

The Agency shall request the prime contractor to:

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

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

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

If a DBE is decertified before completing its work, the DBE must notify the prime contractor in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify the prime contractor in writing of the certification date. The prime contractor shall submit the notifications. Upon work completion, the prime contractor shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form within 30 days of contract acceptance.

Upon work completion, the prime contractor shall complete Exhibit 17-F: Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

### **G. Running Tally of Attainments**

For projects awarded on or after March 1, 2020, but before September 1, 2023:

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

For projects that are awarded on or after September 1, 2023:

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

### **H. Commercially Useful Function**

DBEs must perform a commercially useful function (CUF) under 49 CFR 26.55 when performing work or supplying materials listed on the DBE Commitment form. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work on the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that the DBE is not performing a CUF. Additionally, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

The Contractor must perform CUF evaluation for each DBE company working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE’s work, and continue to monitor the performance of CUF for the duration of the project.

The Contractor must provide written notification to the AGENCY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place.

Within 10 (ten) days of a DBE initially performing work or supplying materials on the contract, the Contractor shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

The Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. The Contractor must submit to the AGENCY these quarterly evaluations and validations by the 5<sup>th</sup> of the month for the previous three (3) months of work.

The Contractor must notify the AGENCY immediately if the Contractor believes the DBE may not be performing a CUF.

The AGENCY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional AGENCY evaluations. The AGENCY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The AGENCY will provide written notice to Contractor and DBE at least two (2) business days prior to any evaluation. The Contractor and DBE must participate in the evaluation. Upon completing the evaluation, the AGENCY must share the evaluation results with the Contractor and DBE. An evaluation could include items that must be remedied upon receipt. If the AGENCY determines the DBE is not performing a CUF the Contractor must suspend performance of the noncompliant work.

The Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If the Contractor and/or the AGENCY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, immediately suspend performance of the noncompliant portion of the work. The AGENCY may deny payment for the noncompliant portion of the work. The AGENCY will ask the Contractor to submit a corrective action plan (CAP) to the AGENCY within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work. The AGENCY has five (5) days to review the CAP in conjunction with the prime contractor's review. The Contractor must implement the CAP within five (5) days of the AGENCY's approval. The AGENCY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a CUF on the Contract, then the Contractor may have good cause to request termination of the DBE.

## **I. Use of Joint Checks**

A joint check may be used between the Contractor or lower-tier subcontractor and a DBE subcontractor purchasing materials from a material supplier if the contractor obtains prior approval from the LPA for the proposed use of joint check upon submittal of the LAPM 9-K: DLA Disadvantaged Business Enterprises (DBE) Joint Check Agreement Request form.

To use a joint check, the following conditions must be met:

- All parties, including the Contractor, must agree to the use of a joint check
- Entity issuing the joint check acts solely to guarantee payment
- DBE must release the check to the material supplier
- LPA must authorize the request before implementation
- Any party to the agreement must provide requested documentation within 10 days of the LPA's request for the documentation
- Agreement to use a joint check must be short-term, not to exceed 1 year, allowing sufficient time needed to establish or increase a credit line with the material supplier

A request for a joint check agreement may be initiated by any party. If a joint check is used, the DBE remains responsible for all elements of 49 CFR 26.55(c)(1).

Failure to comply with the above requirements disqualifies DBE participation and results in no credit and no payment to the Contractor for DBE participation.

A joint check may not be used between the Contractor or subcontractor and a DBE regular dealer, bulk material supplier, manufacturer, wholesaler, broker, trucker, packager, manufacturer's representative, or other persons who arrange or expedite transactions.

## **2. BID OPENING**

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

## **3. BID RIGGING**

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

## **4. CONTRACT AWARD**

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

## **5. CONTRACTOR LICENSE**

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (23 CFR 635.110).

## **6. CHANGED CONDITIONS**

### **A. Differing Site Conditions**

1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.
2. Upon written notification, the engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The engineer will notify the contractor of the determination whether or not an adjustment of the contract is warranted.
3. No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work. *[This provision may be omitted by the Local Agency, at their option.]*

### **B. Suspensions of Work Ordered by the Engineer**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within 7 calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

**C. Significant Changes in the Character of Work**

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

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

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

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

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

**8. BUY AMERICA**

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

**Steel and Iron Materials**

All steel and iron materials must be melted and manufactured in the United States except:

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

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

## Manufactured Products

Iron and steel used in precast concrete manufactured products must meet the requirements of the above section (Steel and Iron Materials) regardless of the amount used. Iron and steel used in other manufactured products must meet the requirements of the above section (Steel and Iron Materials) if the weight of steel and iron components constitute 90 percent or more of the total weight of the manufactured product.

## Construction Materials

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

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

[All manufacturing processes for these materials as defined in 2 CFR 184.6 must occur in the United States.](#)

Where one or more of these construction materials have been combined by a manufacturer with other materials through a manufacturing process, Buy America requirements do not apply unless otherwise specified.

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

All manufacturing processes for these materials must occur in the United States.

Buy America requirements do not apply to the following:

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

## Waivers

If Buy America waivers are granted, use the following language to include in the contract:

The following steel and iron products, manufactured products, or construction materials have received an approved Buy America waiver for this contract, and therefore, are not subject to Buy America requirements:

1. \_\_\_\_\_
2. \_\_\_\_\_

## 9. QUALITY ASSURANCE

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

## 10. PROMPT PAYMENT

### A. FROM THE AGENCY TO THE CONTRACTORS

The Local Agency shall make all project progress payment within 30 days after receipt of an undisputed and properly submitted payment request from the Contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the Contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied and pro-rated as necessary. Upon receipt of the payment request, the Local Agency shall act in accordance with both of the following:

1. The Local Agency shall review each payment request as soon as feasible after receipt to verify it is a proper payment request.
2. The Local Agency must return any payment request deemed improper by the Local Agency to the Contractor as soon as feasible, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall include documentation setting forth in writing the reasons why it is an improper payment request.

### B. SUBMITTAL OF EXHIBIT 9-P

For projects awarded on or after September 1, 2023:

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

The Local Agency must verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfall to the DBE commitment and prompt payment issues until the end of the project. The Local Agency must email a copy of Exhibit 9-P to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving the Exhibit 9-P from the Contractor.

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

*[Form FHWA-1273 must be physically inserted into the contract without modification, excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS.]*

*[The current version of Form FHWA-1273 is accessible at FHWA's website:  
<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>]*

## 12. FEMALE AND MINORITY GOALS

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

The nationwide goal for female utilization is 6.9 percent.

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

**MINORITY UTILIZATION GOALS**

	Economic Area	Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA	19.6
	CA Santa Clara, CA	14.9
	7485 Santa Cruz, CA	
	CA Santa Cruz	9.1
	7500 Santa Rosa	
	CA Sonoma	17.1
8720 Vallejo-Fairfield-Napa, CA		
CA Napa; CA Solano	23.2	
Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito		
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo	14.3
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA	12.3
	CA Stanislaus	24.3
	8120 Stockton, CA	
	CA San Joaquin	19.8
Non-SMSA Counties CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne		
179	Fresno-Bakersfield, CA SMSA Counties: 0680 Bakersfield, CA	19.1
	CA Kern	26.1
	2840 Fresno, CA	
	CA Fresno	23.6
	Non-SMSA Counties: CA Kings; CA Madera; CA Tulare	



180	Los Angeles, CA: SMSA Counties: 0360 Anaheim-Santa Ana-Garden Grove, CA CA Orange	11.9	
	4480 Los Angeles-Long Beach, CA CA Los Angeles	28.3	
	6000 Oxnard-Simi Valley-Ventura, CA CA Ventura	21.5	
	6780 Riverside-San Bernardino-Ontario, CA CA Riverside; CA San Bernardino	19.0	
	7480 Santa Barbara-Santa Maria-Lompoc, CA CA Santa Barbara	19.7	
	Non-SMSA Counties CA Inyo; CA Mono; CA San Luis Obispo	24.6	
	181	San Diego, CA: SMSA Counties 7320 San Diego, CA CA San Diego	16.9
		Non-SMSA Counties CA Imperial	18.2

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

### 13. TITLE VI ASSURANCES

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

*Note: Appendix B only requires inclusion if the contract impacts deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein. Appendices C and D only require inclusion if the contract impacts deeds, licenses, leases, permits, or similar instruments entered into by the recipient.]*

#### APPENDIX A

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the

Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

## **APPENDIX B**

### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title

VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

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

### **Pertinent Non-Discrimination Authorities:**

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

programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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

**14. FEDERAL TRAINEE PROGRAM**

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

This section applies if a number of trainees or apprentices is [shown on the Notice of Bidders](#).

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

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

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

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

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

Before starting work, the prime contractor shall submit to the City/County of \_\_\_\_\_ :

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

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

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

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

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

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

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

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

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

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

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

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

Each apprentice or trainee must:

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

Furnish the apprentice or trainee a:

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

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

## **15. PROHIBITION OF CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT AND SERVICES**

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

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

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

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

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

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



## EXHIBIT D

### FHWA FORM 1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### ATTACHMENTS

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

#### I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

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

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

subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
**Contract No. 8144, CIP No. 36109002**  
January 23, 2024

County of El Dorado  
**Agreement**  
C-39

under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. Training and Promotion:

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

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

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

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

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

special provisions, such contractor shall immediately notify the contracting agency.

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

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

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

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

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

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

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

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

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

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

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

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

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work

classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for

determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that

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

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

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

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

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

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed,

as specified in the applicable wage determination incorporated into the contract.

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

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

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

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

**10. Certification of eligibility.**

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

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

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

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

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

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

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

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

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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



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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

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

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

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

##### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 2. Instructions for Certification - Lower Tier Participants:

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

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

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

transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

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

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

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

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**EXHIBIT E**  
**FEDERAL PREVAILING WAGE RATES**

"General Decision Number: CA20240007 01/05/2024

Superseded General Decision Number: CA20230007

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Marin, Modoc, Napa, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sonoma, Sutter, Tehama, Trinity, Yolo and Yuba Counties in California.

BUILDING CONSTRUCTION PROJECTS (excluding Amador County only); DREDGING CONSTRUCTION PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.  . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.  . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024

ASBE0016-001 02/01/2023

AREA 1: MARIN, NAPA, SAN BENITO, SAN FRANCISCO, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHEMA, TRINITY, YOLO, & YUBA COUNTIES

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1.....	\$ 80.91	23.82
Area 2.....	\$ 62.26	23.82

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ASBE0016-007 01/01/2021

AREA 1 : ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

AREA 2: MARIN & NAPA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
AREA 1.....	\$ 30.45	10.60

AREA 2.....	\$ 36.53	9.27
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BOIL0549-002 01/01/2021		
	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.....	\$ 49.62	41.27
(2) Remaining Counties.....	\$ 45.60	38.99

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BRCA0003-001 08/01/2022		
	Rates	Fringes
MARBLE FINISHER.....	\$ 39.20	18.31

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BRCA0003-004 05/01/2022

AREA 1: ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN,  
LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA,  
SIERRA, SUTTER, TEHAMA, YOLO AND YUBA COUNTIES

AREA 2: MARIN, NAPA, SISKIYOU, SOLANO, SONOMA AND TRINITY  
COUNTIES

	Rates	Fringes
BRICKLAYER		
AREA 1.....	\$ 49.32	22.65
AREA 2.....	\$ 53.69	26.03

SPECIALTY PAY:

- (A) Underground work such as tunnel work, sewer work, manholes, catch basins, sewer pipes and telephone conduit shall be paid \$1.25 per hour above the regular rate. Work in direct contact with raw sewage shall receive \$1.25 per hour in addition to the above.
- (B) Operating a saw or grinder shall receive \$1.25 per hour above the regular rate.
- (C) Gunite nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 07/01/2022		
	Rates	Fringes
TERRAZZO FINISHER.....	\$ 41.93	18.98
TERRAZZO WORKER/SETTER.....	\$ 56.84	27.53

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BRCA0003-010 04/01/2022		
	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 31.12	16.11
Area 2.....	\$ 30.90	17.87
Area 3.....	\$ 33.86	17.74
Area 4.....	\$ 31.89	17.18
Tile Layer		

Area 1.....	\$ 51.02	19.35
Area 2.....	\$ 50.66	20.77
Area 3.....	\$ 55.41	20.87
Area 4.....	\$ 52.28	20.79

AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehema, Yolo, Yuba  
 AREA 2: Alpine, Amador  
 AREA 3: Marin, Napa, Solano, Siskiyou  
 AREA 4: Sonoma

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 BRCA0003-014 08/01/2022

	Rates	Fringes
MARBLE MASON.....	\$ 56.98	28.54

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 CARP0034-001 07/01/2021

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 54.10	34.69
Diver standby.....	\$ 60.51	34.69
Diver Tender.....	\$ 59.51	34.69
Diver wet.....	\$ 103.62	34.69
Manifold Operator (mixed gas).....	\$ 64.51	34.69
Manifold Operator (Standby).....	\$ 59.51	34.69

DEPTH PAY (Surface Diving):  
 050 to 100 ft \$2.00 per foot  
 101 to 150 ft \$3.00 per foot  
 151 to 220 ft \$4.00 per foot  
 221 ft.-deeper \$5.00 per foot

SATURATION DIVING:  
 The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:  
 Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: \$1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48" in height, the premium will be \$1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:  
 Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.



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CARP0034-003 07/01/2021

	Rates	Fringes
Piledriver.....	\$ 54.10	34.69

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CARP0035-001 08/01/2020

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO, WESTERN EL DORADO (Territory west of an including highway 49 and the territory inside the city limits of Placerville), WESTERN PLACER (Territory west of and including highway 49), & YOLO

AREA 4: ALPINE, BUTTE, COLUSA, EASTERN EL DORADO, GLENN, LASSEN, MODOC, NEVADA, EASTERN PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 52.65	31.26
Area 3.....	\$ 47.27	31.26
Area 4.....	\$ 45.92	31.26
Drywall Stocker/Scrapper		
Area 1.....	\$ 26.33	18.22
Area 3.....	\$ 23.64	18.22
Area 4.....	\$ 22.97	18.22

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CARP0035-009 07/01/2020

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway		
Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer,		
Shingler, Power Saw		
Operator, Steel Scaffold &		
Steel Shoring Erector, Saw		
Filer.....	\$ 52.80	30.82
Journeyman Carpenter.....	\$ 52.65	30.82
Millwright.....	\$ 52.75	32.41

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CARP0035-010 07/01/2020

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: Monterey, San Benito and Santa Cruz

AREA 3: Alpine, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo & Yuba counties

Rates	Fringes
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Modular Furniture Installer

Area 1

Installer.....	\$ 28.76	22.53
Lead Installer.....	\$ 32.21	23.03
Master Installer.....	\$ 36.43	23.03

Area 2

Installer.....	\$ 26.11	22.53
Lead Installer.....	\$ 29.08	23.03
Master Installer.....	\$ 32.71	23.03

Area 3

Installer.....	\$ 25.16	22.53
Lead Installer.....	\$ 27.96	23.03
Master Installer.....	\$ 31.38	23.03

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 CARP0046-001 07/01/2023

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 54.66	33.52
Journeyman Carpenter.....	\$ 54.51	33.52
Millwright.....	\$ 57.01	35.11

Footnote: Placer County (West) includes territory West of and including Highway 49 and El Dorado County (West) includes territory West of and including Highway 49 and territory inside the city limits of Placerville.

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 CARP0046-002 07/01/2023

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 60.39	33.52
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 53.31	33.52
Journeyman Carpenter.....	\$ 53.16	33.52
Millwright.....	\$ 55.66	35.11

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 CARP0152-003 07/01/2020

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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CARP0180-001 07/01/2021

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP0751-001 07/01/2021

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 54.85	31.49
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 55.00	31.49
Journeyman Carpenter.....	\$ 54.85	31.49
Millwright.....	\$ 54.95	33.08

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CARP1599-001 07/01/2020

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
and Trinity Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 52.65	30.82
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold &		

Steel Shoring Erector, Saw		
Filer.....	\$ 45.57	30.82
Journeyman Carpenter.....	\$ 45.42	30.82
Millwright.....	\$ 47.92	32.41

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 ELEC0180-001 06/01/2023

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 63.07	3%+26.88
ELECTRICIAN.....	\$ 56.06	3%+26.88

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 ELEC0180-003 12/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.30
Technician.....	\$ 53.64	25.51

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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 ELEC0340-002 02/01/2018

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 29.35	3%+15.35
Sound & Communications		
Technician.....	\$ 33.75	3%+15.35

SCOPE OF WORK

Includes the installation testing, service and maintenance,

of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems, Telephone systems, Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide.

B. FIRE ALARM SYSTEMS

Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS      Television monitoring and surveillance systems, Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS      Perimeter security systems  
Vibration sensor systems      Card access systems      Access control systems      Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS      SCADA (Supervisory Control and Data Acquisition)      PCM (Pulse Code Modulation)  
Inventory Control Systems      Digital Data Systems  
Broadband and Baseband and Carriers      Point of Sale Systems      VSAT Data Systems      Data Communication Systems      RF and Remote Control Systems      Fiber Optic Data Systems  
WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:  
1. The project involves new or major remodel building trades construction.  
2. The conductors for the fire alarm system are installed in conduit.

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ELEC0340-003 08/01/2022

ALPINE (West of Sierra Mt. Watershed), AMADOR, BUTTE, COLUSA, EL DORADO (West of Sierra Mt. Watershed), GLENN, LASSEN, NEVADA (West of Sierra Mt. Watershed), PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA (West of Sierra Mt. Watershed), SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
ELECTRICIAN		
Remaining area.....	\$ 45.06	34.09
Sierra Army Depot, Herlong..	\$ 48.83	18.54
Tunnel work.....	\$ 41.01	18.54

CABLE SPLICER: Receives 110% of the Electrician basic hourly rate.

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ELEC0401-005 01/01/2022

ALPINE (east of the main watershed divide), EL DORADO (east of the main watershed divide), NEVADA (east of the main watershed), PLACER (east of the main watershed divide) and SIERRA (east of the main watershed divide) COUNTIES:

	Rates	Fringes
ELECTRICIAN.....	\$ 42.50	20.95

ZONE RATE:

70-90 miles - \$8.00 per hour  
91+ miles - \$10.00 per hour

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ELEC0551-004 06/01/2023

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 56.92	30.16

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ELEC0551-005 11/01/2023

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 46.64	25.55
Technician.....	\$ 53.64	25.76

SCOPE OF WORK INCLUDES-

SOUND & VOICE TRANSMISSION (Music, Intercom, Nurse Call, Telephone); FIRE ALARM SYSTEMS [excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs], TELEVISION & VIDEO SYSTEMS, SECURITY SYSTEMS, COMMUNICATIONS SYSTEMS that transmit or receive information and/or control systems that are intrinsic to the above.

EXCLUDES-

Excludes all other data systems or multiple systems which

include control function or power supply; excludes installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excludes energy management systems.

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 ELEC0659-006 01/01/2023

DEL NORTE, MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.97	19.26

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 ELEC0659-008 02/01/2023

DEL NORTE, MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 67.80	4.5%+22.15
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 60.54	4.5%+22.15
(3) Tree Trimmer.....	\$ 37.84	4.5%+14.30
(4) Line Equipment Man.....	\$ 53.82	4.5%+19.40
(5) Powdermen, Jackhammermen.....	\$ 40.37	4.5%+14.30
(6) Groundman.....	\$ 33.37	4.5%+14.30

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 ELEC1245-004 06/01/2022

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 64.40	22.58
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 50.00	21.30
(3) Groundman.....	\$ 38.23	20.89
(4) Powderman.....	\$ 51.87	18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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 ELEV0008-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 77.61	37.335+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0003-008 08/01/2023

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 57.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 52.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 51.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 48.57	37.55
AREA 2:		
(1) Leverman.....	\$ 59.95	37.55
(2) Dredge Dozer; Heavy duty repairman.....	\$ 54.99	37.55
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 53.87	37.55
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 50.57	37.55

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
 Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder  
 Area 2: Eastern part

COLUSA COUNTY:



Area 1: Eastern part  
Area 2: Remainder

ELDORADO COUNTY:  
Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY:  
Area 1: Remainder  
Area 2: Eastern part

GLENN COUNTY:  
Area 1: Eastern part  
Area 2: Remainder

LASSEN COUNTY:  
Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY:  
Area 1: Except Eastern part  
Area 2: Eastern part

MARIPOSA COUNTY  
Area 1: Except Eastern part  
Area 2: Eastern part

MONTERREY COUNTY  
Area 1: Except Southwestern part  
Area 2: Southwestern part

NEVADA COUNTY:  
Area 1: All but the Northern portion along the border of  
Sierra County  
Area 2: Remainder

PLACER COUNTY:  
Area 1: All but the Central portion  
Area 2: Remainder

PLUMAS COUNTY:  
Area 1: Western portion  
Area 2: Remainder

SHASTA COUNTY:  
Area 1: All but the Northeastern corner  
Area 2: Remainder

SIERRA COUNTY:  
Area 1: Western part  
Area 2: Remainder

SISKIYOU COUNTY:  
Area 1: Central part  
Area 2: Remainder

SONOMA COUNTY:  
Area 1: All but the Northwestern corner  
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with Shasta County

Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

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ENGI0003-019 06/29/2020

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 39.95	30.28
AREA 2.....	\$ 41.95	30.28
GROUP 2		
AREA 1.....	\$ 36.35	30.28
AREA 2.....	\$ 38.35	30.28
GROUP 3		
AREA 1.....	\$ 31.74	30.28
AREA 2.....	\$ 33.74	30.28

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part  
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part  
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part  
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner  
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part  
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part  
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part  
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part  
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border  
with Shasta County  
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder  
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts  
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder  
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of  
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity  
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with  
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

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ENGI0003-038 06/28/2023

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1  
RATES.

SEE AREA DEFINITIONS BELOW

Rates

Fringes

OPERATOR: Power Equipment

(AREA 1:)

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2

**Contract No. 8144, CIP No. 36109002**

January 23, 2024

County of El Dorado

**Agreement**

C-66

24-0056 B 180 of 249

GROUP 1.....	\$ 60.72	31.03
GROUP 2.....	\$ 59.19	31.03
GROUP 3.....	\$ 57.71	31.03
GROUP 4.....	\$ 56.33	31.03
GROUP 5.....	\$ 55.06	31.03
GROUP 6.....	\$ 53.74	31.03
GROUP 7.....	\$ 52.60	31.03
GROUP 8.....	\$ 51.46	31.03
GROUP 8-A.....	\$ 49.25	31.03

OPERATOR: Power Equipment

(Cranes and Attachments -

AREA 1:)

GROUP 1		
Cranes.....	\$ 52.30	31.15
Oiler.....	\$ 43.79	31.15
Truck crane oiler.....	\$ 46.08	31.15
GROUP 2		
Cranes.....	\$ 50.54	31.15
Oiler.....	\$ 42.83	31.15
Truck crane oiler.....	\$ 45.07	31.15
GROUP 3		
Cranes.....	\$ 48.80	31.15
Hydraulic.....	\$ 44.44	31.15
Oiler.....	\$ 42.55	31.15
Truck crane oiler.....	\$ 44.83	31.15
GROUP 4		
Cranes.....	\$ 45.76	31.15

OPERATOR: Power Equipment

(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 52.64	31.15
Oiler.....	\$ 43.38	31.15
Truck Crane Oiler.....	\$ 45.66	31.15
GROUP 2		
Lifting devices.....	\$ 50.82	31.15
Oiler.....	\$ 43.11	31.15
Truck Crane Oiler.....	\$ 45.41	31.15
GROUP 3		
Lifting devices.....	\$ 49.14	31.15
Oiler.....	\$ 42.89	31.15
Truck Crane Oiler.....	\$ 45.12	31.15
GROUP 4		
Lifting devices.....	\$ 47.37	31.15
GROUP 5		
Lifting devices.....	\$ 44.73	31.15
GROUP 6		
Lifting devices.....	\$ 42.50	31.15

OPERATOR: Power Equipment

(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 53.27	31.15
Oiler.....	\$ 43.72	31.15
Truck Crane Oiler.....	\$ 45.95	31.15
GROUP 2		
Cranes.....	\$ 51.50	31.15
Oiler.....	\$ 43.45	31.15
Truck Crane Oiler.....	\$ 45.73	31.15
GROUP 3		
Cranes.....	\$ 50.02	31.15
Hydraulic.....	\$ 45.07	31.15
Oiler.....	\$ 43.23	31.15

Truck Crane Oiler.....	\$ 45.46	31.15
GROUP 4		
Cranes.....	\$ 48.00	31.15
GROUP 5		
Cranes.....	\$ 46.70	31.15
OPERATOR: Power Equipment		
(Tunnel and Underground Work		
- AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 56.82	31.03
GROUP 1-A.....	\$ 49.99	31.15
GROUP 1A.....	\$ 59.29	31.03
GROUP 2.....	\$ 55.56	31.03
GROUP 3.....	\$ 54.23	31.03
GROUP 4.....	\$ 53.09	31.03
GROUP 5.....	\$ 51.95	31.03
UNDERGROUND:		
GROUP 1.....	\$ 47.42	31.15
GROUP 1-A.....	\$ 49.89	31.15
GROUP 2.....	\$ 46.16	31.15
GROUP 3.....	\$ 44.83	31.15
GROUP 4.....	\$ 43.69	31.15
GROUP 5.....	\$ 42.55	31.15

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader;

Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt; Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipebending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and

supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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#### ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

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#### PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge



mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

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STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump

operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: DEL NORTE, HUMBOLDT, LAKE, MENDOCINO  
AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

DEL NORTE COUNTY:  
Area 1: Extreme Southwest corner  
Area 2: Remainder

HUMBOLDT COUNTY:  
Area 1: Except Eastern and Southwestern parts  
Area 2: Remainder

LAKE COUNTY:  
Area 1: Southern part  
Area 2: Remainder

MENDOCINO COUNTY:  
Area 1: Central and Southeastern Parts  
Area 2: Remainder

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IRON0118-012 01/01/2023

ALPINE, LASSEN, MODOC, SISKIYOU and TRINITY COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.70

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IRON0118-013 01/01/2023

AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, MARIN, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SOLANO, SONOMA, SUTTER, TEHAMA, YOLO and YUBA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 46.20	34.30

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LABO0067-003 06/26/2023

AREA "1" - MARIN and NAPA COUNTIES

AREA "2" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
LABORER (ASBESTOS/MOLD/LEAD LABORER)		
Marin and Napa Counties.....	\$ 36.50	28.34
Remaining Counties.....	\$ 35.50	28.34

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LABO0067-005 06/27/2022

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND  
SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL  
NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN,  
MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NEVADA,  
PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA  
CRUZ, SIERRA, SHASTA, SISKIYOU, STANISLAUS, TEHAMA, TRINITY,  
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 36.01	26.10
Area B.....	\$ 35.01	26.10
Traffic Control Person I		
Area A.....	\$ 36.31	26.10
Area B.....	\$ 35.31	26.10
Traffic Control Person II		
Area A.....	\$ 33.81	26.10
Area B.....	\$ 32.81	26.10

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash  
cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of  
temporary/permanent signs, markers, delineators and crash  
cushions.

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LABO0185-002 07/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.29	25.55

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LABO0185-005 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,  
SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0185-006 06/26/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHIESTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, YUBA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 30.37	23.20
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty Period.....	\$ 28.94	27.30
LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30
LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30
GROUP 2.....	\$ 35.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunitite laborer

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 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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 LABO0185-008 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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 LABO0261-002 07/01/2023

MARIN COUNTY

Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..	\$ 37.26	27.30
Traffic Control Person I....	\$ 37.56	27.30
Traffic Control Person II...	\$ 35.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0261-004 06/26/2023

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0261-007 07/01/2023

MARIN COUNTY

	Rates	Fringes
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El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
**Contract No. 8144, CIP No. 36109002**  
 January 23, 2024

County of El Dorado  
**Agreement**  
 C-78



LABORER  
 Mason Tender-Brick.....\$ 37.54 25.55

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 LABO0261-010 06/26/2023

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 37.20	27.30
GROUP 1.....	\$ 36.50	27.30
GROUP 1-a.....	\$ 36.72	27.30
GROUP 1-c.....	\$ 36.55	27.30
GROUP 1-e.....	\$ 37.05	27.30
GROUP 1-f.....	\$ 31.37	23.20
GROUP 2.....	\$ 36.35	27.30
GROUP 3.....	\$ 36.25	27.30
GROUP 4.....	\$ 29.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction.....	\$ 36.25	27.30
(2) Establishment Warranty Period.....	\$ 29.94	27.30

LABORER (GUNITE - AREA A:)		
GROUP 1.....	\$ 37.46	27.30
GROUP 2.....	\$ 36.96	27.30
GROUP 3.....	\$ 36.37	27.30
GROUP 4.....	\$ 36.25	27.30

LABORER (WRECKING - AREA A:)		
GROUP 1.....	\$ 36.50	27.30
GROUP 2.....	\$ 36.35	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

-----  
 LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement;

Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting laborer

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WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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LABO0261-015 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0324-004 07/01/2023

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	\$ 36.26	27.30
Traffic Control Person I....	\$ 36.56	27.30
Traffic Control Person II...	\$ 34.06	27.30

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

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LABO0324-008 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 45.89	27.72
GROUP 2.....	\$ 45.66	27.72
GROUP 3.....	\$ 45.41	27.72
GROUP 4.....	\$ 44.96	27.72
GROUP 5.....	\$ 44.42	27.72
Shotcrete Specialist.....	\$ 46.41	27.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

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LABO0324-010 07/01/2023

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 36.84	26.24

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LABO0324-013 06/26/2023

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT		
LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 36.20	27.30
GROUP 1.....	\$ 35.50	27.30
GROUP 1-a.....	\$ 35.72	27.30
GROUP 1-c.....	\$ 35.55	27.30
GROUP 1-e.....	\$ 36.05	27.30
GROUP 1-f.....	\$ 36.08	27.30
GROUP 2.....	\$ 35.35	27.30
GROUP 3.....	\$ 35.25	27.30
GROUP 4.....	\$ 28.94	27.30

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE

LABORERS - AREA B:)		
(1) New Construction.....	\$ 35.25	27.30
(2) Establishment Warranty		
Period.....	\$ 28.94	27.30

LABORER (GUNITE - AREA B:)		
GROUP 1.....	\$ 36.46	27.30
GROUP 2.....	\$ 35.96	27.30
GROUP 3.....	\$ 35.37	27.30
GROUP 4.....	\$ 35.25	27.30

LABORER (WRECKING - AREA B:)		
GROUP 1.....	\$ 35.50	27.30

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and buckler; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder;

All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree toppler; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building

including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:  
 A: at demolition site for the salvage of the material.  
 B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.  
 C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

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 GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Guniting laborer

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 WRECKING WORK LABORER CLASSIFICATIONS

- GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)
- GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

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 LABO0324-019 07/01/2023

	Rates	Fringes
Plasterer tender.....	\$ 39.77	28.54
Work on a swing stage scaffold: \$1.00 per hour additional.		

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 PAIN0016-004 01/01/2023

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 47.42	27.28

PREMIUMS:  
 EXOTIC MATERIALS - \$1.25 additional per hour.  
 SPRAY WORK: - \$0.50 additional per hour.  
 INDUSTRIAL PAINTING - \$0.25 additional per hour  
 [Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]



HIGH WORK:  
 over 50 feet - \$2.00 per hour additional  
 100 to 180 feet - \$4.00 per hour additional  
 Over 180 feet - \$6.00 per hour additional

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 PAIN0016-005 07/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Hwy. 395, excluding Honey Lake); MARIN, MODOC, NAPA, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 56.28	29.94

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 PAIN0016-007 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA. EL DORADO (west of the Sierra Nevada Mountains), GLENN, LASSEN (west of Highway 395, excluding Honey Lake), MODOC, NEVADA (west of the Sierra Nevada Mountains), PLACER (west of the Sierra Nevada Mountains), PLUMAS, SACRAMENTO, SHASTA, SIERRA (west of the Sierra Nevada Mountains), SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.23	22.05

SPRAY/SANDBLAST: \$0.50 additional per hour.  
 EXOTIC MATERIALS: \$1.25 additional per hour.  
 HIGH TIME: Over 50 ft above ground or water level \$2.00 additional per hour. 100 to 180 ft above ground or water level \$4.00 additional per hour. Over 180 ft above ground or water level \$6.00 additional per hour.

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 PAIN0016-008 01/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 55.25	32.63

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 PAIN0169-004 01/01/2023

MARIN , NAPA & SONOMA COUNTIES; SOLANO COUNTY (west of a line defined as follows: Hwy. 80 corridor beginning at the City of Fairfield, including Travis Air Force Base and Suisun City; going north of Manakas Corner Rd., continue north on Suisun Valley Rd. to the Napa County line; Hwy. 80 corridor south on Grizzly Island Rd. to the Grizzly Island Management area)

	Rates	Fringes
GLAZIER.....	\$ 55.77	32.45

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PAIN0567-001 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 33.15	14.29
Spray Painter & Paperhanger.	\$ 34.81	14.29

PREMIUMS:  
Special Coatings (Brush), and Sandblasting = \$0.50/hr  
Special Coatings (Spray), and Steeplejack = \$1.00/hr  
Special Coating Spray Steel = \$1.25/hr  
Swing Stage = \$2.00/hr

\*A special coating is a coating that requires the mixing of 2 or more products.

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PAIN0567-007 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains) AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 34.27	16.47

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PAIN0567-010 07/01/2022

EL DORADO COUNTY (east of the Sierra Nevada Mountains); LASSEN COUNTY (east of Highway 395, beginning at Stacey and including Honey Lake); NEVADA COUNTY (east of the Sierra Nevada Mountains); PLACER COUNTY (east of the Sierra Nevada Mountains); AND SIERRA COUNTY (east of the Sierra Nevada Mountains)

	Rates	Fringes
Drywall		
(1) Taper.....	\$ 38.92	14.99
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 40.42	14.99

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PAIN0767-004 01/01/2023

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC,  
NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU,  
SOLANO (Remainder), SUTTER, TEHAMA, TRINITY, YOLO, YUBA

	Rates	Fringes
GLAZIER.....	\$ 43.15	33.72

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day,  
President's Day, Memorial Day, Independence Day, Labor Day,  
Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee required to wear a body harness shall receive \$1.50  
per hour above the basic hourly rate at any elevation.

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PAIN1176-001 07/01/2022

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 40.83	17.62
GROUP 2.....	\$ 34.71	17.62
GROUP 3.....	\$ 35.11	17.62

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic  
stripes and marking; hot thermo plastic; tape, traffic  
stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

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PAIN1237-001 01/01/2023

ALPINE; COLUSA; EL DORADO (west of the Sierra Nevada  
Mountains); GLENN; LASSEN (west of Highway 395, beginning at  
Stacey and including Honey Lake); MODOC; NEVADA (west of the  
Sierra Nevada Mountains); PLACER (west of the Sierra Nevada  
Mountains); PLUMAS; SACRAMENTO; SHASTA; SIERRA (west of the  
Sierra Nevada Mountains); SISKIYOU; SUTTER; TEHAMA; TRINITY;  
YOLO AND YUBA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 46.24	25.96

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PLAS0300-003 07/01/2018

	Rates	Fringes
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PLASTERER

AREA 295: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Siskiyou, Solano, Sutter, Tehema, Trinity, Yolo & Yuba Counties.....	\$ 32.70	31.68
AREA 355: Marin.....	\$ 36.73	31.68
AREA 355: Napa & Sonoma Counties.....	\$ 32.70	31.68

PLAS0300-005 07/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 32.15	23.27

PLUM0038-002 07/01/2022

MARIN AND SONOMA COUNTIES

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter) (1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels, schools, casinos, wastewater treatment plants, and research facilities as well as refrigeration pipefitting, service and repair work - MARKET RECOVERY RATE.....	\$ 69.70	46.38
(2) All other work - NEW CONSTRUCTION RATE.....	\$ 82.00	48.18

PLUM0038-006 07/01/2022

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 69.70	33.15

PLUM0228-001 01/01/2023

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
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PLUMBER.....\$ 44.75 37.89

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PLUM0343-001 07/01/2022

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 58.00	40.48

DEFINITION OF LIGHT COMMERCIAL:

Work shall include strip shopping centers, office buildings, schools and other commercial structures which the total plumbing bid does not exceed Two Hundred and Fifty Thousand (\$250,000) and the total heating and cooling does not exceed Two Hundred Fifty Thousand (\$250,000); or Any projects bid in phases shall not qualify unless the total project is less than Two Hundred Fifty Thousand (\$250,000) for the plumbing bid; and Two Hundred Fifty Thousand (\$250,000) for the heating and cooling bid. Excluded are hospitals, jails, institutions and industrial projects, regardless size of the project

FOOTNOTES: While fitting galvanized material: \$.75 per hour additional. Work from trusses, temporary staging, unguarded structures 35' from the ground or water: \$.75 per hour additional. Work from swinging scaffolds, boatswains chairs or similar devices: \$.75 per hour additional.

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PLUM0350-001 08/01/2023

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 52.14	18.71

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PLUM0355-001 07/01/2022

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Underground Utility Worker		
/Landscape Fitter.....	\$ 32.22	17.55

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PLUM0442-003 07/01/2023

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
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PLUMBER.....\$ 51.90 35.64

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PLUM0447-001 07/01/2023

AMADOR (north of San Joaquin River), EL DORADO (excluding Lake Tahoe area), NEVADA (excluding Lake Tahoe area); PLACER (excluding Lake Tahoe area), SACRAMENTO AND YOLO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Journeyman.....	\$ 61.12	28.75
Light Commercial Work.....	\$ 36.23	17.72

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ROOF0081-006 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 52.47	22.31

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ROOF0081-007 08/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Roofer.....	\$ 46.73	21.36

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SFCA0483-003 08/01/2023

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 75.09	37.95

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SFCA0669-003 04/01/2023

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO AND YUBA COUNTIES

	Rates	Fringes
SPRINKLER FITTER.....	\$ 46.46	27.39

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SHEE0104-006 06/29/2020

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
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Sheet Metal Worker		
Mechanical Contracts		
\$200,000 or less.....	\$ 55.92	45.29
All other work.....	\$ 64.06	46.83

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SHEE0104-009 07/01/2021

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 47.85	41.90

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SHEE0104-010 07/01/2020

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 43.50	37.42

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SHEE0104-011 07/01/2020

BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER,  
PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA,  
YOLO AND YUBA COUNTIES

	Rates	Fringes
Sheet Metal Worker (Metal decking and siding only).....	\$ 44.45	35.55

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SHEE0104-014 07/01/2020

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 44.45	35.55

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SHEE0104-019 07/01/2020

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU  
AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 35.16	35.88
Mechanical Jobs over \$200,000.....	\$ 46.60	40.21

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TEAM0094-001 07/01/2022

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 36.95	31.14
GROUP 2.....	\$ 37.25	31.14
GROUP 3.....	\$ 37.55	31.14
GROUP 4.....	\$ 37.90	31.14
GROUP 5.....	\$ 38.25	31.14

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.  
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy



Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of

the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination

- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====  
END OF GENERAL DECISION"

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 9550, Civil Code)

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

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

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

**EL DORADO TRAIL-MISSOURI FLAT ROAD BIKE/PEDESTRIAN OVERCROSSING PHASE 2**

**CONTRACT No. 8144 / CIP No. 36109002**

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its Subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

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

\_\_\_\_\_

\_\_\_\_\_ PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_ SURETY

\_\_\_\_\_

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

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**

# PRINCIPAL

## ACKNOWLEDGMENT

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**COUNTY OF EL DORADO  
PERFORMANCE BOND**

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

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

the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee"

in the sum of \_\_\_\_\_ DOLLARS,

(\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

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

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of **Contract No. 8144 / CIP No. 36109002 for the El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2 Project** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract Work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

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

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

**ACKNOWLEDGMENT**

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

\_\_\_\_\_

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)



# SURETY

## ACKNOWLEDGMENT

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

State of California

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

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# PROPOSAL

(to be submitted with Bidder's Security)

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

for the construction of the

**EL DORADO TRAIL-MISSOURI FLAT ROAD  
BIKE/PEDESTRIAN OVERCROSSING PHASE 2  
CONTRACT No. 8144 / CIP No. 36109002**

THIS IS A SAMPLE OF WHICH DETAILS ALL THE NECESSARY INFORMATION NEEDED FOR A COMPLETE PROPOSAL. PLEASE LOG ONTO QUEST AND COMPLETE ALL ELECTRONIC FORMS UNDER QUEST PROJECT #8915541. PLEASE NOTE THAT SOME FORMS WILL NEED TO BE DOWNLOADED AND RE-UPLOADED WITH ALL THE NECESSARY INFORMATION FILLED OUT. IF YOU ARE NOT UTILIZING SURETY2000, THEN A PDF OF YOUR BIDDERS BOND WILL NEED TO BE UPLOADED AT THE TIME OF BID AND A HARD COPY WILL NEED TO BE RECEIVED BY COUNTY BY END OF BUSINESS DAY ON THE FIRST BUSINESS DAY AFTER THE BID OPENING.

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

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

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

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

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

*(Please include even if Mailing Address used)*

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

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

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

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

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates **or Federal minimum wage rates** set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans 2022, the Standard Specifications 2022, Revised Standard Specifications, standard drawings from the

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
**Contract No. 8144, CIP No. 36109002**  
January 23, 2024

County of El Dorado  
**Proposal**  
Page P-1

Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual; 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-MISSOURI FLAT ROAD  
BIKE/PEDESTRIAN OVERCROSSING PHASE 2  
CONTRACT No. PW 8144 / CIP No. 36109002**

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.

The Bidder shall set forth for each unit basis item of work, a unit price in the respective spaces in Quest provided for this purpose. In the case of unit basis items, the amount set forth under the "Unit Price" column shall be the product of the unit price bid and the estimated quantity for the item.

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 Civil Code Section 9550 and Public Contract Code Section 20129(b), with surety satisfaction to the County of El Dorado and in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County of El Dorado, in the form of the copy of the Draft 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 it will take in full payment therefore the following item prices, to wit:

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE**  
**EL DORADO TRAIL-MISSOURI FLAT ROAD BIKE/PEDESTRIAN OVERCROSSING PHASE 2**  
**CONTRACT No. 8144 / CIP No. 36109002**

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	080050		Progress Schedule (Critical Path Method)	LS	1		
2	120090		Construction Area Signs	LS	1		
3	120100		Traffic Control System	LS	1		
4	130100		Job Site Management	LS	1		
5	130200		Prepare Water Pollution Control Program	LS	1		
6	14900X		Prepare Fugitive Dust Plan	LS	1		
7	170103		Clearing and Grubbing	LS	1		
8	190101	F	Roadway Excavation	CY	80		
9	192003	F	Structure Excavation (Bridge)	CY	320		
10	192037	F	Structure Excavation (Retaining Wall)	CY	709		
11	193003	F	Structure Backfill (Bridge)	CY	128		
12	193013	F	Structure Backfill (Retaining Wall)	CY	358		
13	260203		Class 2 Aggregate Base	CY	136		
14	390132		Hot Mix Asphalt (Type A)	TON	114		
15	47501X	F	Retaining Wall (Segmental Block)	SQFT	9,557		
16	510050	F	Structural Concrete, Bridge	CY	218		

ITEM NO.	ITEM CODE		ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
17	510051	F	Structural Concrete, Bridge Footing	CY	108		
18	510054	F	Structural Concrete, Bridge (Polymer Fiber)	CY	183		
19	51050X	F	Minor Concrete (Retaining Wall Coping)	CY	145		
20	51050X	F	Minor Concrete (Bridge Curb)	CY	7		
21	511035	F	Architectural Treatment	SQFT	10,000		
22	512225		Furnish Precast Prestressed Concrete Girder (80'-90')	EA	2		
23	512227		Furnish Precast Prestressed Concrete Girder (100'-110')	EA	2		
24	512500		Erect Precast Prestressed Concrete Girder	EA	4		
25	519081		Joint Seal (MR = 1/2")	LF	60		
26	520102	F	Bar Reinforcing Steel (Bridge)	LB	77,580		
27	55020X		Furnish & Install Prefabricated Bridge	LS	1		
28	650018		24" Reinforced Concrete Pipe	LF	46		
29	705206		24" Concrete Flared End Section	EA	2		
30	780460	F	Anti-Graffiti Coating	SQFT	10,000		
31	82084X		Sign (Wood Post, Bike Path)	EA	10		
32	833088	F	Tubular Handrailing	LF	1,888		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
33	840656	Paint Traffic Stripe (2-Coat)	LF	1,250		
34	840666	Paint Pavement Marking (2-Coat)	SQFT	167		
35	870200	Lighting System (Bridge)	LS	1		
36	999990	Mobilization	LS	1		
<b>Total Bid:</b>						

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum

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

## SUBCONTRACTOR LIST

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work as required by the Contract Documents and the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

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

**ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS**  
(ONLY COMPLETE IF YOU ARE REQUESTING EXEMPTION(S))

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

ADDRESS \_\_\_\_\_

TEPEPHONE NO. \_\_\_\_\_

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**



(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

	<u>Has</u>	<u>Has Not</u>
<b>The Bidder</b> _____	_____	_____
<b>Proposed Subcontractor(s)</b> _____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

hereby certifies the above information regarding participation in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, 11246, and 11375, and as supplemented by 41 CFR 60, and that, where required he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

# NONCOLLUSION AFFIDAVIT

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

## NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The bidder declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

### NOTE:

The above Noncollusion Declaration is part of the Proposal and required by Title 23 United States Code Section 112 and Public Contract Code Section 7106. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

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

## Public Contract Code Section 10285.1 Statement

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

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

## Public Contract Code Section 10162 Questionnaire

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

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

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

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

## Public Contract Code Section 10232 Statement

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

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

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (     )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_  
(<sup>(DATE)</sup> NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and El Dorado County DOT without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and El Dorado County DOT.

## California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

---

Date

---

Signature of authorized individual

---

Type or write name of company

---

Type or write name of authorized individual

# IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

**To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below.** Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

## OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Bidder \_\_\_\_\_ Federal ID Number (or n/a) \_\_\_\_\_

By (Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title of Person Signing \_\_\_\_\_

## OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder \_\_\_\_\_ Federal ID Number (or n/a) \_\_\_\_\_

By (Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title of Person Signing \_\_\_\_\_

**DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION CERTIFICATION,  
UNITED STATES DEPARTMENT OF TRANSPORTATION(USDOT) 2 CODE OF FEDERAL  
REGULATIONS (CFR) 1200 FEDERAL AGENCY REGULATIONS FOR GRANTS AND  
AGREEMENTS AND EXECUTIVE ORDER 12549**

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Bidder further agrees by submitting this Proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where any lower tier participant is unable to certify to this statement, it shall attach an explanation to its proposal to the prime contractor.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.



## **NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

- (1) No federal or state appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal or state agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or an employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract, including this Contract, the making of any federal grant, the making of any state or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative contract.
- (2) If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this Contract, grant, local, or cooperative contract, the Bidder shall complete and submit Standard Form-LLL, " Disclosure of Lobbying Activities," in accordance with the form instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder also agrees by submitting its bid or Proposal that it shall require that the language of this certification be included in all of its subcontracts which exceed \$100,000 and that all such subcontractors shall certify and disclose accordingly. If the Bidder is awarded this Contract, it shall ensure that all subcontractors submit certifications regarding federal lobbying activities as required by Section 1352, Title 31, United States Code and that all such certifications are made a part of any subcontracts entered into as a result of this Contract.

# DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<b>1. Type of Federal Action:</b>  <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b>  <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b>  <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known	
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. Name and Address of Lobby Entity</b> (If individual, last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	<b>11. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)  (attach Continuation Sheet(s) if necessary)	
<b>12. Amount of Payment (check all that apply)</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>14. Type of Payment (check all that apply)</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<b>13. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ Value _____		
<b>15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</b>  (attach Continuation Sheet(s) if necessary)		
<b>16. Continuation Sheet(s) attached:</b> Yes <input type="checkbox"/> No <input type="checkbox"/>		
<b>17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Authorized for Local Reproduction Standard Form - LLL		

**Federal Use Only:**

Standard Form LLL Rev. 04-28-06

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,  
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to: subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
11. Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
12. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
13. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
14. Check all boxes that apply. If other, specify nature.
15. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
16. Check whether or not a continuation sheet(s) is attached.
17. The certifying official shall sign and date the form, and print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30-minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2  
**Contract No. 8144, CIP No. 36109002**  
January 23, 2024

County of El Dorado  
**Proposal**  
Page P-18

**CERTIFICATION OF BIDDER'S  
PRE-FABRICATED BRIDGE MANUFACTURER'S QUALIFICATIONS**

Bidder certifies that \_\_\_\_\_  
(insert name of pre-fabricated bridge manufacturer selected by Bidder)  
meets the following requirements:

**Check the following boxes as applicable:**

Prior to and during production of the elements of the proposed bridge system the selected manufacturer:

- Is/will be certified by the American Institute of Steel Construction (AISC) Certification Program.

**AND**

- Has been in the business of designing and fabricating steel truss bridges for a minimum of five (5) years. The selected manufacturer maintains a permanent quality control department or retains an independent testing agency on a continuing basis. The independent testing agency will issue a report, certified by a licensed engineer, detailing the ability of the manufacturer to produce quality products consistent with industry standards.

**NOTE:** The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may result in the Bidder's bid being deemed non-responsive.

## OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Contract No. 8144

Bidder Name: \_\_\_\_\_

I opt out of the payment adjustments for price index fluctuations.

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

Signature: \_\_\_\_\_

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

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

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

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

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

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

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

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) \_\_\_\_\_  
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Equal Employment Opportunity Certification; Iran Contracting Act Certification, and the Debarment Suspension, Ineligibility and Voluntary Exclusion Certification; the Non-lobbying Certification for Federal-Aid Contracts and the Disclosure of Lobbying Activities (Standard Form LLL); the Fair Employment Practice Addendum, the Nondiscrimination Assurances, and the Opt Out of Payment Adjustments for Price Index Fluctuations, if elected, the Electronic Files Usage Acknowledgement form, if elected, and Certification Of Bidder's Pre-Fabricated Bridge Manufacturer's Qualifications are true and correct.

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

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

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

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

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



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

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

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

YEAR

# Withholding Exemption Certificate

CALIFORNIA  
FORM

20[ ]

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

590

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"/> Social Security number <input type="checkbox"/> SOS no. <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN	
Vendor/Payee's Address ( Number and Street)		APT no.	Private Mailbox no.
City		State	ZIP Code
		Vendor/Payee's daytime telephone no. ( )	

**Note:**  
Failure to furnish your identification number will make this certificate void.

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

**Individuals – Certification of Residency**

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

**Corporations:**

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

**Partnerships:**

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

**Limited Liability Companies (LLC):**

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

**Tax-Exempt Entities:**

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

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

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

**California Irrevocable Trusts:**

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

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

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

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

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

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

Vendor/Payee's signature ► \_\_\_\_\_

Date \_\_\_\_\_

El Dorado Trail-Missouri Flat Road Bike/Pedestrian Overcrossing Phase 2

County of El Dorado

Contract No. 8144, CIP No. 36109002

Proposal

January 23, 2024

Page P-22

# Instructions for Form 590

## Withholding Exemption Certificate

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

### General Information

#### A Purpose

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

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

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

#### B Law

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

Withholding is required on:

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

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

#### C Who can Execute this Form

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

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

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

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

#### D Who is a Resident

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

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

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

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

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

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

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

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

#### F Withholding Agent

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

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

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

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

The vendor/payee must notify the withholding agent if:

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

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

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

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

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

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

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

#### Assistance for persons with disabilities:

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

#### Asistencia bilingüe en español

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





# County of El Dorado

**JOE HARN, CPA**  
Auditor- Controller

## OFFICE OF AUDITOR- CONTROLLER

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

**BOB TOSCANO**  
Assistant Auditor-Controller

### PAYEE DATA RECORD

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

<b>PAYEE DATA RECORD</b>	<p><b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).</p>																																									
<b>NAME AND ADDRESS</b>	Name (as shown on your income tax return)																																									
	Business name/Doing business as/Disregarded entity name, if different from above																																									
	Physical address (number, street, and apt. or suite)		Remittance address (if different than physical)																																							
	City, state, zip code		City, state, zip code																																							
	Phone number	Fax number (optional)	Email (optional)																																							
<b>FEDERAL TAX CLASSIFICATION N &amp; EXEMPTIONS</b>	<p><b>Check appropriate federal tax classification</b></p> <p> <input type="radio"/> Individual / sole proprietor                <input type="radio"/> Partnership                <input type="radio"/> Trust / estate                <input type="radio"/> Other (see instructions) ► _____         </p> <p> <input type="radio"/> C Corporation                <input type="radio"/> S Corporation                If you are a corporation, do you provide legal or medical services?             <input type="radio"/> Yes    <input type="radio"/> No         </p> <p> <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)         </p> <p><b>NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.</b></p>																																									
	Exempt payee code (if any) – see instructions _____ Exemption from FATCA reporting code (if any) – see instructions _____																																									
<b>TAX IDENTIFICATION NUMBER</b>	<p><b>Tax Identification number (TIN)</b></p> <p>Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.</p>																																									
	<p style="text-align: right;">Social Security Number</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> <tr> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> </tr> </table> <p style="text-align: right;">Employer Identification Number</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> <td style="width: 10%; border: 1px solid black;"> </td> </tr> <tr> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> <td style="border: 1px solid black;"> </td> </tr> </table>																																									
<b>RESIDENCY STATUS</b>	<p><b>Check appropriate box for residency status</b></p> <p> <input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590)         </p> <p> <input type="radio"/> California nonresident (see instructions)         </p> <p><b>NOTE:</b> Payments to California nonresidents for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.</p> <p> <input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable)         </p> <p> <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)         </p>																																									
	California sales tax permit number (required only for California nonresident vendors that charge California sales tax)																																									
<b>CERTIFICATION</b>	<p><b>Under penalties of perjury, I certify that:</b></p> <p>1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) <b>and</b></p> <p>2) I am not subject to backup withholding <b>and</b> 3) I am a U.S. citizen or other U.S. person <b>and</b> 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct</p>																																									
	Authorized Payee Representative's Name (Type or Print)		Title																																							
	Signature	Date	Telephone																																							
<b>RETURN FORM TO</b>	Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.																																									
	Please return completed form to:																																									
	Department/office:	Department of Transportation																																								
	Mailing address:	2850 Fairlane Court, Placerville, California 95667																																								
	Phone:	530.621.5311	Fax:	530.698.5813																																						
		Email:	Brian.franklin@edcgov.us																																							

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

**EXHIBIT 15-G CONSTRUCTION CONTRACT DBE COMMITMENT**

1. Local Agency: County of El Dorado                      2. Contract DBE Goal: 21%
3. Project Description: Construct a grade separated overcrossing at Missouri Flat Road
4. Project Location: On Missouri Flat Road, 400 feet south of Golden Center Drive
5. Bidder's Name: \_\_\_\_\_ 6. Prime Certified DBE:                       7. Bid Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Bid Item Number	11. Description of Work, Service, or Materials Supplied	12. DBE Certification Number	13. DBE Contract Information (Must be certified on the date bids are opened)	14. DBE Dollar Amount
<b>Local Agency to Complete this Section upon Execution of Award</b>			<b>15. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
21. Local Agency Contract Number: <u>8144</u> 22. Federal-Aid Project Number: <u>5925 (132)</u> 23. Bid Opening Date: _____ 24. Contract Award Date: _____ 25. Award Amount: _____				%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above must be consistent, where applicable with the names and items of the work in the "Subcontractor List" submitted with your bid. Written confirmation of each listed DBE is required.	
_____ 25. Local Agency Representative's Signature		_____ 26. Date		_____ 16. Preparer's Signature
_____ 27. Local Agency Representative's Name		_____ 28. Phone		_____ 17. Date
_____ 29. Local Agency Representative's Title				_____ 18. Preparer's Name
				_____ 19. Phone
				_____ 20. Preparer's Title

**DISTRIBUTION:** 1. Original – Local Agency  
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract. Include additional copy with award package.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSTRUCTION CONTRACT DBE COMMITMENT

### ALL BIDDERS:

**PLEASE NOTE:** This information may be submitted with your bid. If it is not, and you are the apparent low bidder or the second or third low bidder, it must be submitted and received as specified in the Special Provisions. Failure to submit the required DBE commitment will be grounds for finding the bid non-responsive.

1. **Local Agency** – Local Agency Completes
2. **Contract DBE Goal** - Local Agency Completes
3. **Project Location** - Local Agency Completes
4. **Project Description** - Local Agency Completes
5. **Bidder's Name** - Enter the contractor's firm name.
6. **Prime Certified DBE** - Check box if prime contractor is a certified DBE.
7. **Bid Amount** - Enter the total contract bid dollar amount for the prime contractor.
8. **Total Dollar Amount for ALL Subcontractors** – Enter the total dollar amount for all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
9. **Total number of ALL subcontractors** – Enter the total number of all subcontracted contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime contractor information in this count.
10. **Bid Item Number** - Enter bid item number for work, services, or materials supplied to be provided.
11. **Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
12. **DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
13. **DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted contractors. Also, enter the prime contractor's name and phone number, if the prime is a DBE.
14. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
15. **Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Claimed DBE Participation Dollars" divided by item "Bid Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
16. **Preparer's Signature** - The person completing the DBE commitment form on behalf of the contractor's firm must sign their name.
17. **Date** - Enter the date the DBE commitment form is signed by the contractor's preparer.
18. **Preparer's Name** - Enter the name of the person preparing and signing the contractor's DBE commitment form.
19. **Phone** - Enter the area code and phone number of the person signing the contractor's DBE commitment form.
20. **Preparer's Title** - Enter the position/title of the person signing the contractor's DBE commitment form.
21. **Local Agency Contract Number** - Local Agency Completes
22. **Federal-Aid Project Number** - Local Agency Completes
23. **Bid Opening Date** - Local Agency Completes
24. **Contract Award Date** - Local Agency Completes
25. **Award Amount** – Local Agency Completes
26. **Local Agency Representative's Signature** - Local Agency Completes
27. **Date** - Local Agency Completes
28. **Local Agency Representative's Name** - Local Agency Completes
29. **Phone** - Local Agency Completes.
30. **Local Agency Representative Title** - Local Agency Completes

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS**

**DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. 5925 (132) Bid Opening Date February 16, 2024

The County of El Dorado established a Disadvantaged Business Enterprise (DBE) goal of **21%** for this Contract. The information provided herein shows that a good faith effort was made.

Proposers or bidders submit the following information to document their good faith efforts within five (5) calendar days from bid opening. Proposers and bidders are recommended to submit the following information even if the Exhibit 15-G: Construction Contract DBE Commitment indicate that the proposer or bidder has met the DBE goal. This form protects the proposer's or bidder's eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a DBE firm was not certified at bid opening, or the bidder made a mathematical error.

The following items are listed in the Section 2-1.12B(3), **please attach additional sheets as needed:**

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement
_____	_____
_____	_____
_____	_____

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

C. The items of work which the bidder made available to DBE firms including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation in order to meet or exceed the DBE contract goal was made available to DBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

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Names, addresses and phone numbers of firms selected for the work above:

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E. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining information related to the plans, specifications and requirements for the work which was provided to DBEs:

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F. Efforts (e.g. in advertisements and solicitations) made to assist interested DBEs in obtaining bonding, lines of credit or insurance, necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>		
<hr/>		

H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

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

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

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

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

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

**EL DORADO TRAIL-MISSOURI FLAT ROAD BIKE/PEDESTRIAN OVERCROSSING PHASE 2  
CONTRACT No. 8144 / CIP No. 36109002**

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

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

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

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

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

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

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

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



# SURETY

## ACKNOWLEDGMENT

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

State of California

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

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

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)