

**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT SERVICES  
DEPARTMENT OF TRANSPORTATION**

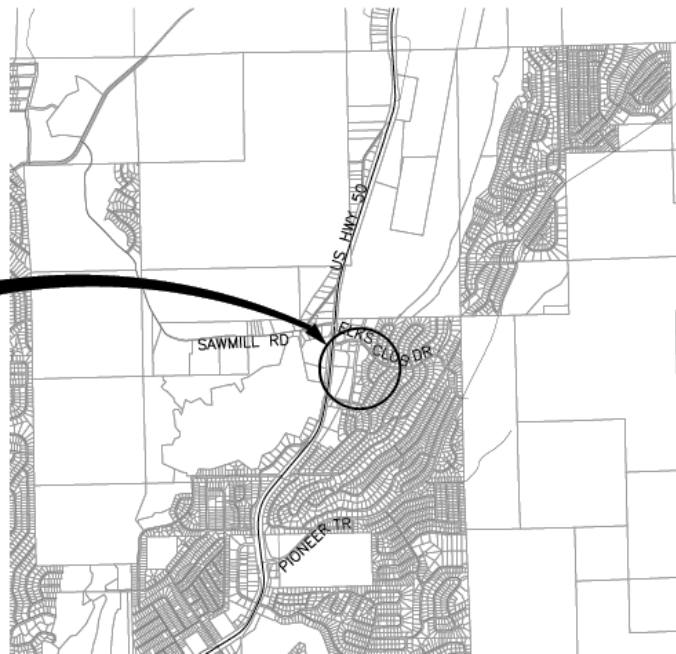
**CONTRACT DOCUMENTS**

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

**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT**

CONTRACT PW No. 17-31191, CIP No. 78725  
Federal Project No. ER 32L0(100)

2018 ELKS CLUB DRIVE  
EMERGENCY ROAD REPAIR  
PROJECT AREA



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

**BID OPENING DATE: MARCH 29, 2018**

**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT SERVICES  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT DOCUMENTS**

INCLUDING

NOTICE TO BIDDERS, SPECIAL PROVISIONS,  
PROPOSAL, AND CONTRACT FOR

**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT**

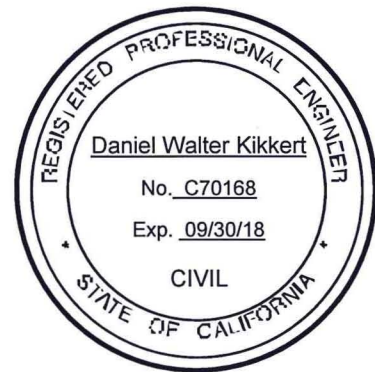
**BID OPENING DATE: MARCH 29, 2018**

PW No. 17-31191, CIP No. 78725  
Federal Project No. ER 32L0(100)

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.



Daniel Kikkert, RCE No. C70168



Date 22 January, 2018

**COUNTY OF EL DORADO, CALIFORNIA  
COMMUNITY DEVELOPMENT SERVICES  
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:

**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT  
CONTRACT NO. PW 17-31191, CIP No. 78725**

Will be received by the Department of Transportation, at the front counter of 924B Emerald Bay Road, South Lake Tahoe, California, until **Thursday, MARCH 29, 2018 at 2:00 PM**, at which time bids will be publicly opened and read by the County of El Dorado Department of Transportation.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60)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

**"PROPOSAL FOR 2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT"  
CONTRACT NO. PW 17-31191, CIP NO. 78725**

**TO BE OPENED AT 2:00 P.M. ON MARCH 29, 2018**

**LOCATION/DESCRIPTION OF THE WORK:** The Project is located along Elks Club Drive from between Boca Raton Drive and U.S. Highway 50 and various sections Meadow Vale Drive and Tam O Shanter Drive in South Lake Tahoe 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. The Work to be performed includes roadway and drainage improvements to repair failed roadway sections and failed drainages that includes: 3" grind of existing hot mix asphalt (HMA) and replace with 3" HMA (Type A) overlay, Class 2 AB for roadway reconstruction and shoulder backing, removal and replacement of an existing 18" plastic pipe, and re-establishment of existing drainage ditches. Temporary traffic control will be used throughout the duration of this Project. 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 TWENTY (20) WORKING DAYS.
- D. The anticipated Project cost is less than \$550,000.
- E. A pre-bid meeting is scheduled for this Project on **Thursday, March 15, 2018 at 2:00 p.m.** at the County of El Dorado Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA. The meeting will be held in the upstairs conference room. **Attendance at the pre-bid meeting is not mandatory.**

**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 <https://www.edcgov.us/government/dot/pages/bidshome.aspx>.

2018 Elks Club Drive Emergency Road Repair Project  
**Contract No. PW 17-31191, CIP No. 78725**  
March 2018

County of El Dorado  
**Notice to Bidders**  
N-1

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 \$10.00 by inputting the Quest Project #5371657 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 office at 924B Emerald Bay Road, South Lake Tahoe, CA. However, the Department of Transportation will no longer sell paper copies of the Contract Documents.

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

**BUSINESS LICENSE:** The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of 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.

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

The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Brian Franklin, County of El Dorado Department of Transportation, email- [Brian.Franklin@edcgov.us](mailto:Brian.Franklin@edcgov.us), Fax-(530) 626-0387 by 4:00 p.m. on the first business day after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time 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 after the bid opening, provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

**BUY AMERICA:** This Project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982, as amended by the Intermodal Surface Transportation Efficiency Act of 1991, and the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21).

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION:** For Federal-aid projects, DBE requirements of Title 49 Part 26 of the Code of Federal Regulations (49CFR26) 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.

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 **11%**.

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/DBE.aspx>. The problems and solutions listed in the Handout apply to DBE Good Faith Efforts Submittals.

**Bidder's DBE subcontractor commitment form (Exhibit 15-G) along with DBE subcontractor quotes and if applicable, the good faith effort form (Exhibit 15-H) along with any supporting documentation is due at time of bid opening.**

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

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

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

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. 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 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 0.

**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 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 Code of Federal Regulations 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 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 Brian Franklin, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If 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, the Department of Transportation 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.

**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 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. Award will then be made to the next lowest, responsive, responsible Bidder.

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

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period on the Quest website under the Quest #5371657 under “Project Q&A”. If the response does not require an addendum, a response will be posted on the Quest website under the RFI under “Project Q&A”. It is the bidders’ responsibility to check this website under “Project Q&A” for responses to bidders’ inquiries during the bid period. Addenda will be uploaded in pdf format to Quest’s website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest’s website under “View Planholders”.

No oral responses to any questions concerning the content of the Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents or written responses to bidders' inquiries. Responses to bidders' inquiries and addenda will be emailed to all planholders.

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 Tuesday, March 6, 2018, at Placerville, California.

By \_\_\_\_\_  
Rafael Martinez, Director  
Community Development Services  
Department of Transportation



**County of El Dorado, State of California**  
**COMMUNITY DEVELOPMENT SERVICES**  
**DEPARTMENT OF TRANSPORTATION**  
**2018 Elks Club Drive Emergency Road Repair Project**

PW No. 17-31191, CIP No. 78725

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# 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)

### TEMPORARY WATER POLLUTION CONTROL

- T59 Temporary Water Pollution Control Details (Temporary Concrete Washout Facility)
- T60 Temporary Water Pollution Control Details (Temporary Reinforced Silt Fence) (Modified per Section 13-6.03H)
- T62 Temporary Water Pollution Control Details (Temporary Drainage Inlet Protection)
- T65 Temporary Water Pollution Control Details [Temporary Fence (Type ESA)]

### DRIVEWAYS

- T-509 Tahoe Basin Driveway Connection (El Dorado County Standard Plan)

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

- A20A Pavement Markers and Traffic Lines - Typical Details
- A20B Pavement Markers and Traffic Lines - Typical Details

AA

# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

**Add to Section 1-1.01:**

Item Code	Item Description	Applicable Section
130670A	TEMPORARY REINFORCED SILT FENCE	13
190185A	SHOULDER BACKING (LF)	19
194001A	DITCH EXCAVATION (BLANKET LINED CHANNEL)	19
390132A	HOT MIX ASPHALT (TYPE A) (TON)	39
641107A	18" PLASTIC PIPE (HDPE)	64
721026A	ROCK SLOPE PROTECTION (NO. 1, METHOD A)	72

**Add to the table in Section 1-1.06:**

Abbreviation	Meaning
BMP	Best Management Practice
CCC	California Conservation Corp
CDFW	California Department of Fish and Wildlife
CTC	California Tahoe Conservancy
CVIN	Central Valley Independent Network, LLC
EID	EI Dorado Irrigation District
LIBERTY	Liberty Utilities
RWQCB	Regional Water Quality Control Board, Lahontan Region
SEZ	Stream Environment Zone

STPUD	South Tahoe Public Utility District
SWD	Sign Working Day
TRM	Turf Reinforcement Mat
TRPA	Tahoe Regional Planning Agency
USDA	United States Department of Agriculture
USFS	United States Forest Service; Also known as the USDA Forest Service
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 Community Development Services of 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*.

**Revised Standard Specifications:** the Caltrans Revised Standard Specifications dated 09-02-16. The Revised Standard Specifications are incorporated by reference to the Contract Documents. The Revised Standard Specifications are available for download from the El Dorado County Bids page (<https://www.edcgov.us/government/dot/pages/bidshome.aspx>). The revised standard specification dated 09-02-16 will remain in effect for the life of the project.

**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 its Department of Transportation

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

**Add to Section 1-1.07B:**

**Contract approval:** Execution of the Contract by the County of El Dorado.

**Contract award package:** The Notice of Award of Contract letter, two originals of the Agreement, Payment and Performance bond forms, and other forms the successful Bidder must complete for Contract Execution.

**Contract Documents:** See Article 2 “Contract Documents” of the Draft Agreement.

**County:** County of El Dorado, a political subdivision of the State of California.

**Laboratory:** The established laboratory of the County of El Dorado Department of Transportation or laboratories authorized by the Engineer to test materials and work involved in the contract.

**Office Engineer:** The Office Engineer in the County of El Dorado Department of Transportation or, depending on context, Caltrans Office Engineer

**USFS:** The Lake Tahoe Basin Management Unit, a subdivision of the United States Forest Service; also known as the USDA Forest Service – an agency of the United States Department of Agriculture.

**Proposal:** The Proposal section of the Contract Documents book or the Bidder’s bid.

**Delete “estimated cost” in Section 1-1.07B.**

**Add to Section 1-1.09:**

This Project is in a freeze-thaw area.

**Add to Section 1-1.11:**

Reference or agency or department unit	Web site	Address	Telephone no.
County of El Dorado Department of Transportation	<a href="http://www.edcgov.us/Government/DOT/">http://www.edcgov.us/Government/DOT/</a>	924B Emerald Bay Road, South Lake Tahoe, CA 96150	(530) 573-7900
County of El Dorado Department of Transportation Office Engineer		2850 Fairlane Court Placerville, CA 95667	(530) 621-5311





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

The Department makes the following supplemental project information available:

**Supplemental Project Information**

Available as specified in the <i>Notice to Bidders</i>	Revised Standard Specifications
Available for inspection at:  Tahoe Engineering Office  Telephone no.: (530) 573-7900	Water Pollution Control Plan (WPCP)

**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 2<sup>nd</sup> paragraph in Section 2-1.10 with:**

The Subcontractor List in the Proposal must show the name, DIR registration number, contractor’s license 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 Brian Franklin via fax (530) 626-0387 or email [Brian.Franklin@edcgov.us](mailto:Brian.Franklin@edcgov.us) within 24 hours of request by the County, 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 Federal Emergency Management Agency (FEMA)-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.

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.

**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 business days of the request via email or fax to Office Engineer, email [Brian.Franklin@edcgov.us](mailto:Brian.Franklin@edcgov.us), Fax (530) 626-0387.

**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.

**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**

**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 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:

<b>Contract type</b>	<b>Forms to be submitted at the time of bid</b>
All Contracts	All Proposal forms including Business name and address; bid item number and bid item description of subcontracted work on the Subcontractor List
Federal-aid Contracts Only	<ul style="list-style-type: none"><li>• Local Agency Bidder - DBE – Commitment (Exhibit 15-G)</li><li>• DBE Information - Good Faith Efforts (Exhibit 15-H) and Documentation</li></ul>

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.

**Replace the 4<sup>th</sup> item of the 1<sup>st</sup> 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.

**Delete the 5<sup>th</sup> item of the 1<sup>st</sup> paragraph and the 3<sup>rd</sup> paragraph of Section 2-1.34.**

**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.

**Delete the 2<sup>nd</sup> paragraph of Section 2-1.40.**

**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 Code of Federal Regulations 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 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 Brian Franklin, 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.



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 (PUB CONT CODE § 7103)**

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.

**Replace the 1<sup>st</sup> paragraph and the 1<sup>st</sup> item of the 2<sup>nd</sup> 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 award package.





District, Liberty Utilities, AT&T, Charter Communication, and Southwest Gas safe access to the work. Furnish facilities necessary for the Department's, FEMA, OES, USFS, Army Corps of Engineers, California Department of Fish and Game, California Regional Water Quality Control Board Lahontan Region, South Tahoe Public Utility District, Liberty Utilities, AT&T, Charter Communication, and Southwest Gas inspection.

Access must be provided to emergency personnel, as necessary, during construction activities.

**Delete Section 5-1.09.**

**Replace the 6<sup>th</sup> 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 7<sup>th</sup> 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 the 1<sup>st</sup> sentence of the 2<sup>nd</sup> paragraph of Section 5-1.13B(1) with:**

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.

**Replace the last sentence of the 6<sup>th</sup> paragraph of Section 5-1.13B(1) with:**

Submit the form with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

**Replace the 2<sup>nd</sup> sentence of the 7<sup>th</sup> paragraph of Section 5-1.13B(1) with:**

Submit the form with the final estimate acceptance statement, which accompanies the Proposed Final Pay Estimate.

**Replace the 2<sup>nd</sup> paragraph of Section 5-1.13B(2) with:**

DBEs must perform work or supply materials as listed in the Local Agency Bidder-DBE Commitment (Construction Contracts), Exhibit 15-G form.

**Replace the 7<sup>th</sup> paragraph of Section 5-1.13B(2) with:**

Unless the Department authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Department does not pay for work listed on the Local Agency Bidder-DBE Commitment (Construction Contracts), Exhibit 15-G form unless it is performed or supplied by the listed DBE or an authorized substitute.

**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**

**Add to Section 5-1.20B(1):**

The Department has obtained and included in Appendix C the following Environmental Permits:

- 1) TRPA Attachment Q – Standard Conditions of Approval for Grading Projects
- 2) Regional Water Quality Control Board, Lahontan Region, Board Order R6T-2017-0010
- 3) Caltrans Encroachment Permit

Refer to Appendix C for a copy of jurisdictional permits obtained for the Project.

**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.

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

**5-1.20G Coordination With Schools**

You must provide written notice to the following School Districts 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:

- 1) Lake Tahoe Unified School District

Written notices must be approved by Engineer prior to being sent by Contractor. Submit notice to the Engineer for review and approval at least three (3) business days prior to sending notice to the School Districts.

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

**5-1.20H 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.

**Replace “RESERVED” in Section 5-1.24 with:**

#### **5-1.24 COST PRINCIPLES**

Comply with the Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. as applicable, regarding allowable elements of cost for the Work to be performed under this Contract.

- A. You and your subcontractors must comply with 2 CFR Part 225 (formerly OMBA-87), Cost Principles for State, Local And Indian Tribal Governments; with Federal administrative procedures pursuant to 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments; and with Contract Cost Principles, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Parts 31 et seq., insofar as those regulations may apply. This provision applies to every sub-recipient receiving funds as a Contractor or subcontractor under this Contract.
- B. Any expenditures for costs for which you have received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR Part 225, 48 CFR, Parts 31 et seq. or 2 CFR Part 200, are subject to repayment to County.
- C. Travel and per diem reimbursements, if applicable, and third-party contract reimbursements to subcontractors will be allowable as project costs only after you incur and pay for those costs.
- D. Notwithstanding any other provision of the Contract Documents to the contrary, payments for mileage, travel or subsistence expenses, if applicable, for your staff or your subcontractors claimed for reimbursement must not exceed the lesser of (1) the rates to be paid to County employees under the current Board of Supervisors Travel Policy in effect at the time the expenses are incurred; or (2) the rates authorized to be paid to rank and file State employees under current State Department of Personnel Administration (DPA) rules. If the rates claimed are in excess of those authorized DPA rates, you are responsible for the cost difference, and you must reimburse County for any overpayments inadvertently within thirty (30) days of County's demand.
- E. You and your subcontractors must establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Agreement by line item. Your and your subcontractor's accounting systems must conform to Generally Accepted Accounting Principles (GAAP), must enable the determination of incurred costs at interim points of completion, and must provide support for reimbursement of payment vouchers or invoices.

**Replace section 5-1.25 with:**

#### **5-1.25 AS-CONSTRUCTED PLANS**

Contractor must submit a set of “As-Constructed Plans”. The “As-Constructed Plans” must contain changes made to the Plans to reflect actual construction of the proposed improvements. The “As-Constructed Plans” must be current and updated in a timely manner so the Plans and its information are made available to the Engineer for review during the weekly meetings. Contractor will make “As-Constructed Plans” corrections and additions using red ink. Corrections and additions are, but not limited to: changes to pipes, channels, drainage structures, and other drainage details; corrected typical sections, base, and surfacing details; changes in vertical and horizontal alignment; establish or re-establish right-of-way markers, monuments, and bench marks; new, replaced, removed or abandoned utilities, especially underground; and, any other construction details or appurtenances not shown on the Plans. When Engineer has made the final inspection as provided in Section 5-1.46, then the Contractor shall submit the complete set of “As-Constructed Plans”.

**Add item 3 to the 1<sup>st</sup> paragraph of Section 5-1.27B:**

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

**Replace the opening phrase of the 2<sup>nd</sup> 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 2<sup>nd</sup> and 3<sup>rd</sup> 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, except for sections closed to traffic.

Personal vehicles must not block any residential or commercial driveways.

**Add to the 3<sup>rd</sup> paragraph of Section 5-1.36D:**

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

**South Tahoe Public Utility District  
(water & sewer)**

**24 Hr # (530) 544-6474**

Attn: Chris Stanley

(530) 544-6257

FAX (530) 544-6359

1275 Meadow Crest Drive

South Lake Tahoe, CA 96150

**Southwest Gas**

**24 Hr # (800) 772-4555**

Attn: Chris Peters

(530) 543-3225

1740 D Street, Unit No. 4

South Lake Tahoe, CA 96150

**Liberty Utilities**

**24 Hr # (800) 782-2506**

Attn: Andrew Gregorich

(530) 542-5278

FAX (530) 544-4811

933 Eloise Avenue

South Lake Tahoe, CA 96150

**Charter**

Attn: Jake Newnham

9335 Prototype Drive

Reno, NV 89521

(775) 350-1228

FAX (775) 588-0508

**AT&T**

**24 Hr # (866) 346-1168**

Astrid Willard

(916) 484-2388

2700 Watt Ave, Room 3473-11

Sacramento, CA 95821

^^

**6 CONTROL OF MATERIALS**

**Replace the 1<sup>st</sup> sentence of the 3<sup>rd</sup> paragraph of Section 6-2.01E with:**

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

**Replace the 3<sup>rd</sup> 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:**

**Section 7-1.02C Emissions Reduction**

Sign the Emissions Reduction Certification in Article 13 “Emissions Reduction” of the Agreement.

**Replace “Reserved” in Section 7-1.02D with:**

**7-1.02D 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 7-1.02E with:**

**7-1.02E 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 7-1.02F with:**

**7-1.02F 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. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

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 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.

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

**7-1.02H 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.

**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 attached as Exhibit C to the Draft Agreement of the Contract Documents.

**Replace item 1 of the 2<sup>nd</sup> paragraph of Section 7-1.02K(2) with:**

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

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

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 through 9 of Section 7-1.02K(3).**

**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 7-1.02K(6)(b):**

Interpret "signature" to mean signed and stamped by a registered professional engineer.

**7-1.02K(6)(b)(i) Payment**

The Department pays for preparing and submitting protection system shop drawings and installing, maintaining, and removing sheeting, shoring and bracing, sloping the sides of excavations, or equivalent method for excavations 5 feet deep and greater. The Engineer has the discretion to reduce payment where the need for excavation protection is indicated on the Plans but not required in the field.

**Replace "Reserved" in Section 7-1.02M(2) with:**

**7-1.02M(2) Fire Prevention**

Cooperate with local fire prevention authorities in eliminating hazardous fire conditions.

Obtain the phone numbers of the nearest fire suppression agency, California Department of Forestry and Fire Protection (Cal Fire) unit headquarters, United States Forest Service (USFS) ranger district office,

and U.S. Department of Interior (USDI) BLM field office. Submit these phone numbers to the Engineer before the start of job site activities.

Immediately report fires occurring within the project limits to the nearest fire suppression agency.

Prevent project personnel from setting open fires that are not part of the work.

Prevent the escape of and extinguish fires caused directly or indirectly by job site activities

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 using the facility.

Locate flammable materials at least 50 feet away from equipment service, parking, and gas and 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.

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. Before clearing and grubbing, clear a fire break at the outer limits of the areas to be cleared and grubbed. Other fire breaks may be ordered and are change order work.

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.

Arrangements have been made with Cal Fire, USFS, and BLM to notify the Department when the fire danger rating is very high or extreme. This information will be furnished to the Engineer who will notify you for dissemination and action in the area affected. If a discrepancy between this notice and the fire danger rating obtained from the nearest office of either Cal Fire or USFS exists, you must conduct operations according to the higher of the two fire danger ratings.

If the fire danger rating reaches very high:

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 15 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 reaches extreme, take the precautions specified for a very high fire danger rating except smoking is not allowed in an area immediately surrounded by a firebreak and 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 determination of the fire danger rating is suspended, section 7-1.02M(2) will not be enforced for the period of the suspension of the determination of the fire danger rating. The Engineer will notify you of the dates of the suspension and resumption of the determination of the fire danger rating.

**Add to 13<sup>th</sup> paragraph of section 7-1.04:**

All haul/dump truck loads shall be covered securely during transport.

**Replace the 15<sup>th</sup> paragraph of Section 7-1.04 with:**

Notify the Engineer as soon as practicable before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

**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.

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 Two Million Dollars (\$2,000,000) 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.

Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the Contract.

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).

Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this Contract, XCU coverage is required.

#### **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 Community Development Services, Contracts and Procurement Unit, 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.

**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.

^^

**8 PROSECUTION AND PROGRESS**

**Replace item 2.1. of the list in the 3<sup>rd</sup> paragraph of Section 8-1.02B(1) with:**

2.1 Contract number and CIP number

**Replace item 8 of Section 8-1.02B(2) with:**

Start milestone date as Notice of Award letter date

**Replace the 1<sup>st</sup> and last sentences of the 1<sup>st</sup> 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.

The Engineer will issue Notice to Proceed within ten (10) days after Contract approval.

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

1. CPM baseline schedule in compliance with section 8-1.02.
2. Name and Address of Authorize Representative
3. Traffic Control Plan in compliance with section 12-3.01.
4. Driveway Access Plan in compliance with section 12-4.01.
5. Signed Endorsement and certification page from the WPCP along with any proposed revisions in compliance with section 13-2.01A.
6. Temporary Erosion Control Plan in compliance with section 13-2.01C(3).
7. Spill Contingency Plan in compliance with section 13-4.03B.
8. Dust Control Plan in compliance with section 14-9.03A(2).
9. Receipt of steam cleaning excavating and loading equipment when used in SEZ in compliance with sections 21-1.02F and 21-1.03M.
10. Job mix formula for asphalt concrete in compliance with section 39.
11. Concrete mix design for all concrete work in compliance with sections 90-1.01C(6) and 90-2.01C.
12. Supply to the County sample of rock that will be used for Rock Slope Protection in compliance with color specified in section 72-2.02A.

You may enter the job site only to measure controlling field dimensions, locate utilities, and place PCMS.

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.*

You may start work on submittals before issuance of the Notice to Proceed if you:

1. Obtain specified authorization or acceptance for each submittal.
2. Receive authorization from the Engineer to start.

Submit a notice 72 hours before starting job site activities. If the project has more than 1 location of work, submit a separate notice for each location.

**Replace the 1<sup>st</sup> 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 8:00 a.m. to 6:30 p.m., Monday through Friday, unless otherwise authorized.

**Add to the end of Section 8-1.06:**

The Engineer may suspend work due to environmental permit restrictions and/or inclement weather.

During the suspension, the Department pays for winterization costs or costs associated with water pollution control within the County's Project area under Section 13-2.04 or 13-3.04, as applicable. The Department pays for any other Contract work required to be performed within the County's Project area during the suspension under the applicable bid item.

**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 7 days of receipt of each progress payment unless otherwise agreed to in writing (Bus & Prof Code § 7108.5). In addition, Federal Regulation (49CFR 26.29) requires you and your subcontractors to pay subcontractors within 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.

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 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 last sentence of the 3<sup>rd</sup> paragraph of Section 9-1.16E(2) with:**

These amounts are shown on the *Pay Estimate*.

**Replace the last sentence of the 1<sup>st</sup> paragraph of Section 9-1.16E(3) with:**

The documents include QC plans, required forms, schedules, traffic control plans, water pollution control submittals, and dust control submittals.

**Add to the 1<sup>st</sup> paragraph of Section 9-1.16E(3):**

If you fail to comply with water pollution control or dust control requirements, the Department withholds part of the progress payment.

**Replace the 2<sup>nd</sup> 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. You and/or your subcontractor must return all monies withheld in retention from subcontractors within 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 in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a subcontractor.

#### **Replace Section 9-1.22 "ARBITRATION" with:**

#### **9-1.22 DISPUTES RESOLUTION**

As permitted by Public Contract Code Section 20104, the County has elected to resolve any claims between you and the County pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code. Sections 5-1.43 and 9-1.17 describe the contract claim procedure. The provisions of these Sections constitute a non-judicial claim settlement procedure, and also step one of a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with the contract claim procedure in accordance with the Contract Documents, including Sections 5-1.43 and 9-1.17. Step two is the filing of a timely Government Code Section 910 et seq. claim in accordance with the California Government Code. Any such claim shall affirmatively indicate your prior compliance with the contract claim procedure and previous dispositions under Sections 5-1.43 and 9-1.17. Any claim that fails to conform to the contract claim procedure required in step one may not be asserted in any subsequent Government Code Section 910 et seq. claim.

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

Your attention is directed to California Public Contract Code section 9204, which describes procedures for the resolution of claims on public works projects. Among other things, section 9204 requires the claimant to furnish reasonable documentation to support a claim, requires the public entity to respond to the claim within 45 days of receipt of the claim, and allows for the claimant to demand an informal meet and confer conference for settlement of the issues in dispute. For any portion of a claim that remains in dispute, section 9204 requires submission of the claim to nonbinding mediation. Additionally, section 9204 requires the public entity to make any payment due on an undisputed portion of the claim within 60 days



This is an emergency project.

**Replace section 12-1.04 with:**

Payment for furnishing all flaggers, including transporting flaggers and furnishing stands and towers for flaggers, is included in the payment for Traffic Control System.

**Add to Section 12-3.01A(1):**

Portable Changeable Message Signs in accordance with section 12-3.32 must be provided by the contractor.

**Replace Item 1.3 of the 1<sup>st</sup> paragraph of Section 12-3.01A(3) with:**

Contract number, CIP number, Caltrans district, county, route and post mile of project limits or County Road name.

**Replace “Reserved” in section 12-3.32A(4) of the RSS dated 04-15-16 with:**

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 12-3.32C of the RSS dated 04-15-16:**

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 and operate PCMS at the construction site, in each direction, one week prior to the start of the project. Sign placement and message will be as directed by the Engineer.

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

You may request to close Elks Club Drive between Highway 50 and Waverly Drive for a total of fourteen (14) consecutive calendar days. The Caltrans Encroachment Permit for placement of the traffic control signage within Caltrans must be in place prior to closure of Elks Club Drive.

You may request to close Waverly Drive for the limits shown on the Traffic Control plan for a total of twenty-eight (28) consecutive calendar days. This section of Waverly Drive may be used for additional staging by the contractor.

County to be notified 10 days in advance of requested dates of closure.

**Add to Section 12-4.02D:**

Payment for flagging costs is included in the payment for Traffic Control System.

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### 13 WATER POLLUTION CONTROL

#### Add to Section 13-1.01A:

All areas disturbed by Project activities must be protected from washout and erosion.

All temporarily affected areas must be restored to pre-construction contours and conditions upon the completion of construction activities.

All excess materials resulting from the Project must be removed from the site and disposed of properly.

All personnel (employees, contractor, and subcontractors) performing work on the Project must be adequately informed and trained regarding the conditions set forth in these Special Provisions and the Standard Specifications for water pollution control.

#### Add to end of Section 13-1.03C:

Inspect concrete washouts daily during concrete work.

#### Add item 9 to the list in the 5<sup>th</sup> paragraph of Section 13-1.03C:

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

#### Replace the headings and paragraphs in Section 13-2 with:

### 13-2 WATER POLLUTION CONTROL PLAN

#### 13-2.01 GENERAL

##### 13-2.01A Summary

Section 13-2 includes specifications for implementing a WPCP for project where soil disturbance from work activities will occur as a result of this Project.

Implementation of a WPCP includes implementing the WPCP and correcting water pollution control practices.

The discharge of petroleum products or other excavated materials to surface water is prohibited. Activities must not cause visible oil, grease, or foam in the work area or downstream. You must notify the Engineer immediately of any spill of petroleum products or other organic or earthen materials.

You must immediately notify all appropriate authorities of any oil discharge or of the release of a hazardous material in the permit area.

You must not release any hazardous material onto land or into rivers, streams, impoundments, or natural or man-made channels leading to them. All prudent and safe attempts must be made to contain any release of these materials.

### **13-2.01B Definitions**

Reserved

### **13-2.01C Submittals**

#### **13-2.01C(1) General**

Reserved.

#### **13-2.01C(2) Water Pollution Control Plan**

##### **13-2.01C(2) General**

The Department has prepared a water pollution prevention plan (WPCP) and obtained permits from the RWQCB. After you have reviewed the WPCP, sign the endorsement and certification page enclosed in the document and any amendments. Submit your signed endorsement and certification page 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. Submit your acknowledgment of amendments as they occur.

#### **13-2.01C(3) Temporary Erosion Control Plan**

##### **13-2.01C(3) General**

You are to prepare and submit a Temporary Erosion Control Plan that includes the locations and descriptions of erosion control measures and daily clean up measures in compliance with federal, state, and local agency regulations, the Plans, the WPCP, and these special provisions. You may use the temporary erosion control measures and details shown in preparing your Temporary Erosion Control Plan. However, your Plan will show specifically where reinforced silt fence, weighted fiber rolls or gravel-filled rolls, and gravel bags will be applied, where the tire wash and concrete wash areas will be located, and additional temporary erosion control required due to your method of operation or required to comply with TRPA and Lahontan permits. Your Temporary Erosion Control Plan will also detail specifically what temporary erosion control measures will be applied and where the temporary erosion control measures will be placed in areas used to store materials, equipment, and supplies. Temporary erosion control measures, their implementation, and maintenance must conform to the Plans and the provisions of the WPCP. You will not propose or use alternative temporary erosion control measures unless the Contract Documents specify where and which alternatives may be used. Submit your Temporary Erosion 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. Your Temporary Erosion Control Plan is subject to TRPA review and approval.

### **13-2.01D Quality Assurance**

#### **13-2.01D(1) General**

Reserved

#### **13-2.01D(2) Regulatory Requirements**

Construction activities that will disturb land less than one acre, within the Lake Tahoe Hydrologic Unit will comply with the Lake Tahoe regional general permit issued by the Lahontan Regional Water Quality Control Board for Board Order No. R6T-2017-0010, NPDES No. CAG616001, Renewed Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Storm

Water/Urban Runoff Discharges From El Dorado County, Placer County, and the City of South Lake Tahoe Within The Lake Tahoe Hydrologic Unit, referred to herein as "Permit". The Lake Tahoe regional general permit governs stormwater and non stormwater discharges resulting from construction activities in the Lake Tahoe Hydrologic Unit. For the permit, go to the website for the State Water Resources Control Board, Storm Water Program, Lahontan Region General Permits.

This Project will have less than one acre of disturbance.

**13-2.01D(3) Water Quality**

**13-2.01D(3)(a) General**

The County will provide personnel to collect water quality samples as required by the Permit.

The Engineer will take periodic turbidity readings of the effluent discharging from all filtering devices. If the effluent levels fall below the allowable limits listed above, you must take appropriate measures to bring the effluent levels within the allowable limits. These measures include removing deposited sediment from filter fencing, and other filter materials (e.g. weighted fiber rolls, gravel-filled rolls, rice straw fiber rolls, or corrugated steel pipe inlet sump) after each storm and cleaning or replacing filter materials. Sediment disposal must comply with section 14-10.01.

**13-2.01D(3)(b) Numeric Action Levels**

Reserved

**13-2.01D(3)(c) Receiving-Water Monitoring Triggers**

Reserved

**13-2.01D(3)(d) Numeric Effluent Limitations**

Water quality numerical effluent limits must comply with the following values:

**TRPA and Lahontan Water Quality Limits**

Constituent	Surface Waters		Infiltration Systems	
	Lahontan	TRPA	Lahontan	TRPA
Total Nitrogen as N	0.5 mg/l		5 mg/l	
Dissolved Nitrogen as N		0.5 mg/l		5 mg/l
Total Phosphate as P	0.1 mg/l		1 mg/l	
Dissolved Phosphate as P		0.1 mg/l		1 mg/l
Total Iron	0.5 mg/l		4 mg/l	
Dissolved Iron		0.5 mg/l		4 mg/l
Turbidity	20 NTU		200 NTU	
Suspended Sediment		250 mg/l		
Grease & Oil	2 mg/l	2 mg/l	40 mg/l	40 mg/l

Source: Storm Water Quality Improvement Committee document

Note: Surface Water values also apply to discharges to SEZs

### **13-2.02 MATERIALS**

Not used

### **13-2.03 CONSTRUCTION**

Continue WPCP implementation during suspension of work activities.

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 be made for these delays.

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 Department will not be responsible for any delays to your schedule resulting from the reallocation, and no compensation will be made for these delays.

### **13-2.04 PAYMENT**

The Department pays for implementation of the WPCP under the various specific bid items.

#### **Add to section 13-4.01A:**

Temporary Concrete Washouts must comply with section 13-9.

#### **Add to section 13-4.01C:**

You are to submit a Spill Contingency Plan in compliance with the information requested in Appendix B, Spill Contingency Plan, of the WPCP within five (5) working days of receipt of Notice to Proceed.

#### **Add to the 4<sup>th</sup> paragraph of Section 13-4.03B(1):**

The WPC manager must notify the Engineer immediately.

#### **Replace 4th paragraph of section 13-4.03D(5) with:**

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

#### **Add to section 13-4.03E(3):**

Washing tires of earth moving equipment and vehicles and washing of concrete equipment will be allowed only in the areas shown. Cleaning of vehicles or construction equipment for other purposes will not be allowed within the job site.

No vehicles or heavy equipment will be allowed in any SEZ, or wet area, except as authorized. All construction equipment authorized to work in or near SEZs must be steam cleaned before mobilization to the SEZ and maintained in clean and good working order with maintenance logs made available upon request.



Submit receipts for steam cleaning to the Department before mobilization to the SEZ, when applicable.

**Add to the 3<sup>rd</sup> paragraph of Section 13-4.03F:**

3. 8 hours of predicted rain

**Replace 4th paragraph of section 13-4.03F with:**

Disposal of materials removed from the sweeper must comply with section 14-10.01.

**Replace item 3 of 3rd paragraph of section 13-4.03G with:**

3. Discharge the water within the project limits. Dewatering effluent will be discharged from water truck(s) and applied to high land capability areas (Class 3, 4, 5, 6, 7, not SEZ = Class 1b) for dust control, irrigation, or for use in tire wash areas. Dispose of the water if it cannot be discharged within the project limits due to site constraints or contamination.

**Add to section 13-5.01:**

Temporary soil stabilization provisions will be strictly enforced. It is your responsibility to determine the effect that temporary soil stabilization measures will have on construction activities, and to fully account for this effect in the bid price for the work.

Temporary soil stabilization must continue to be effective through the completion of work and must be maintained as required during the course of work.

Temporary soil stabilization measures must comply with TRPA's "Best Management Practices and Ordinances" and permits for this project and the RWQCB Board Order pertaining to the project. Straw bales must not be used for temporary soil stabilization measures.

**A fine of \$100/day will be levied against you for each day you delay in responding to the Engineer's request to install new temporary soil stabilization devices and/or maintain existing temporary soil stabilization devices.**

**Add to section 13-5.02G:**

Gravel-filled bags must be repaired or replaced on the same day damage occurs. Damage to the gravel bag resulting from your vehicles, equipment, or activities will be repaired or replaced at your expense. Gravel-filled bags must be replaced if the bag material or roll material is ruptured or if the yarn has failed, allowing the gravel to spill out.

**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 Job Site Management.

**Add to section 13-6.01:**

You must attend a pre-grade inspection meeting with TRPA before the start of any work, other than temporary sediment control installation. Temporary sediment control facilities as shown must be in place before any soil disturbance or excavation.

In addition to the temporary sediment control facilities shown, you must provide additional temporary sediment control facilities as necessary to prevent adverse water quality impacts.

Throughout the entire construction period you will be responsible for insuring that no material eroded from the work area leaves the job site via the conveyance system. You must provide adequate sediment barriers at storm drain pipe outlets, drainage inlets, and other collection points and provide adequate erosion control at channels and swales that have been graded but fabric or salvaged sod, as applicable, has not been installed.

Temporary sediment control measures must comply with TRPA's "Best Management Practices and Ordinances" and permits for this project and the RWQCB Board Order pertaining to the project.

**A fine of \$100/day will be levied against you for each day you delay in responding to the Engineer's request to install new temporary sediment control devices and/or maintain existing temporary sediment control devices.**

**Replace Section 13-6.04 with:**

The Department pays for temporary sediment control under Job Site Management.

**Replace Section 13-7.03D with:**

The Department pays for temporary tracking control under Job Site Management.

**Replace Section 13-9.04 with:**

The Department pays for temporary concrete washouts under Job Site Management.

**Add to section 13-10.03A:**

TRPA or Lahontan may require that temporary reinforced silt fence be used at additional locations.

Areas where you temporarily stockpile excavated materials may require reinforced silt fence for temporary sediment control.

Temporary reinforced silt fence must be removed after construction is completed.

Temporary reinforced silt fence must be repaired or replaced on the same day damage occurs. Damage to the silt fence resulting from your vehicles, equipment, or activities will be repaired or replaced at your expense.

**Replace "Reserved" in section 13-10.03J with:**

**13-10.03J Weighted Fiber Rolls and Gravel-Filled Rolls**

Weighted fiber rolls or alternatively, gravel-filled rolls will be used only in areas of compacted soil, concrete, or paved surfaces. The spacing intervals as shown must be maintained and new sections of weighted fiber rolls or gravel-filled rolls added as the installations of these improvements progress.

In addition to placement at the specified spacing intervals, you will place weighted fiber rolls or gravel-filled rolls at the location where each installation is temporarily discontinued. This section of weighted fiber rolls or gravel-filled rolls will be reused to satisfy the specified intervals once the installation that had been temporarily discontinued is completed. However, payment for the installation and maintenance of



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

**Replace Reserved in Section 14-6.03D(3) with:**

The County-supplied Biologist will prepare and present a biological resource information program to familiarize personnel with regulated species and habitats, related laws and regulations, and species protection measures and protocols.

The biological resource information program will include:

1. Identification of the job site, ESAs, and species protection areas
2. Description of the regulated species and its general ecology
3. Description of habitats used by the regulated species and their locations
4. Requirements for protecting regulated species
5. Definition and consequences of take of regulated species
6. Response plan for encounters with the regulated species or a species that looks like one
7. Permit requirements for touching or moving a regulated species
8. Requirements for species protection
9. Description of avoidance and minimization measures
10. Handout materials about the regulated species, its habitats, and species protection measures
11. Invasive Plant identification

The County-supplied biologist will develop the program and present the biological resource training.

The County-supplied biologist will submit an outline of your program within 7 days after Contract approval. The Engineer will notify you at least 7 days before the 1st training session. Submit an attendance list with the printed and signed name of each attendee within two (2) business days after each session. You are required to provide subsequent training session for new personnel. Submit a separate attendance list for each subsequent training session for new personnel.

Personnel who must complete biological resource training include laborers, tradesmen, material suppliers, equipment maintenance staff, supervisors, foremen, office staff, food vendors, and other workers who stay at the job site longer than thirty (30) minutes.

Provide hard-hat stickers to personnel who have completed the biological resource information training. The sticker must show the following information:

Training title or acronym	Completion date
Special Status Species	
In-Water Work	

The County will provide handout materials about the regulated species.

You must display and maintain the handout at all construction field offices and on all information boards.

**Replace Section 14-8.02 with:**

The maximum allowable noise for exposure for work is identified in Chapter 68: Noise Limitations in the TRPA Code of Ordinances.

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.

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.

Provide an acceptable plan for preventing the generation of dust due to your activities in construction zones, along haul or traveled routes, or in equipment parking zones. Your Dust Control Plan and daily dust control activities will not conflict with requirements of any agency having jurisdiction in the project area. You are required to have a water truck at the job site at all times during construction.

In the event the control of dust is not satisfactory to the Engineer, the Engineer will take measures as necessary to insure satisfactory salvage and will deduct the cost of those measures from payments due you.

**Dust control is a temporary erosion control measure or BMP. A fine of \$100/day will be levied against you for each day you delay in responding to the Engineer's request to implement this temporary erosion control measure.**

You will post a publicly visible sign at the staging areas shown. The sign will contain the telephone number and name of person to contact for complaints and/or inquiries on dust control and other air quality problems resulting from construction activities.

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

You are to prepare and submit a Dust Control Plan that includes daily clean up measures that comply with federal, state, and local agency regulations, the Plans, the WPCP, and these special provisions. Submit your Dust Control Plan as early as ten (10) working days after the receipt of the Notice of Award but no later than five (5) working days of receipt of Notice to Proceed.

###### **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.
- 8. Water exposed soil twice daily, or as needed, to control wind borne dust.

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

**Replace "RESERVED" in Section 14-9.04D with:**

**14-9.04D PAYMENT**

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

Payment for performing dust control is included in the payment for the various items of work.

**Replace Section 14-10.02 with:**

Prior to commencement of construction prepare and obtain County approval of Construction and Demolition Debris Recycling Report that complies with County Ordinance Chapter 8.43 "Construction and Demolition Debris Recycling Within El Dorado County" that demonstrates the diversion and recycling of salvageable and re-useable wood, metal, plastic, and paper products during construction.

^^

**15 EXISTING FACILITIES**

**Add to section 15-1.01:**

Asphalt concrete and concrete must be disposed of outside the Lake Tahoe Basin. Asphalt concrete and concrete may be disposed of in the Lake Tahoe Basin providing you obtain and submit approvals from all applicable state, local, and federal agencies.

**Add to section 15-1.03C:**

After removal of the existing 18" HDPE pipe, deliver pipe to the El Dorado County, Department of Transportation, Maintenance yard at 1121 Shakori Drive, in Meyers. Coordinate with the Engineer for additional details.





**Replace 7th paragraph of section 19-3.03B(5) with:**

If rock is encountered in the bottom of a pipe trench or corrugated steel pipe inlet excavation, you will immediately notify the Engineer. If the design cannot be modified and the removal of the rock is necessary, the following will apply:

If a point load on the pipe is created by the rock, the rock will be removed to a depth of 6 inches below the trench bottom and the 6 inches will be backfilled with Class 3 permeable material.

If rock is encountered at the bottom of the excavation for an open bottom corrugated steel pipe inlet and infiltration could be achieved if the rock were removed, the rock will be removed and the void backfilled with Class 3 permeable material. Alternatively, the Engineer may allow you to install a sealed base over the rock for the corrugated steel pipe inlet.

Payment for excavating and backfilling below the planned elevation of the bottom of the pipe trench or corrugated steel pipe inlet and the rock removal and disposal will be included in the applicable bid item, unless the rock removal meets the criteria for payment under section 19-4.

**Add to 1st paragraph of section 19-3.03E(1):**

Compaction by ponding and jetting is not allowed for this project.

**Delete 5th paragraph of section 19-3.03E(1).**

**Replace "Reserved" in Section 19-4 with:**

**19-4.01 GENERAL**

**19-4.01A Summary**

You are advised that in areas throughout the project site, hard, non-rippable rock exists that may require alternative excavation techniques, including the use of hydraulic rock breaking equipment, coring (for drilling operations), and/or chemical splitting agents. Blasting is not allowed.

Any rock that prohibits the proposed function of improvements or prohibits the installation of improvements to the grades shown and that can't be removed after a reasonable effort with the equipment being used on the job site will be fractured and removed.

The following illustrates the minimum effort that can reasonably be expected from you if rock is encountered and must be removed:

Should you have larger equipment on site, you must make a reasonable effort with the larger equipment to remove the rock and compensation will not be made under this bid item but be included in the item for which the rock was encountered.

**19-4.02 MATERIALS**

Not Used.

**19-4.03 CONSTRUCTION**

You must notify the Engineer immediately if rock is encountered that meets the definition described in section 19-4.01A. The Engineer will consider whether the lines and grades can be adjusted to avoid fracturing and removing the rock. If the Engineer determines adjustments are not possible, and that the

rock meets the definition described, and that you have made a reasonable effort to remove, fracture and remove, or scrape and remove the rock with the minimum equipment specified above, then the removal and disposal of the rock will be performed with the following methods:

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.

If a cracking agent is used, the cracking agent must be soundless chemical demolition agent such as Bentonamit or Fract.Ag, or approved equal. The non-detonating rock breaking equipment must be Boulder Buster, NoneX, or an approved equal.

Fracture the rock in compliance with the manufacturer's instructions.

You are responsible for any damage to persons, private property, the work, existing structures, or utilities.

You and the Engineer will agree to the number of cubic yards of rock fractured and removed immediately after the removal of the rock from the excavation.

If the fractured rock cannot be used in the construction of other improvements, it is considered unsuitable material and must be disposed of in compliance with section 14-10.01.

The void created by the rock removal will be backfilled in compliance with section 19-1.03B.

#### **19-4.04 PAYMENT**

Work performed under this section is change order work.

#### **Add to section 19-5.01A:**

The Department will, at its expense, except as noted in section 6-3, provide compaction testing to verify that you have achieved the required compaction.

Relative compaction will be based on the maximum dry unit weight as determined by ASTM D1557. Corrections to the Unit Weight for Soil Containing Oversize Particles will comply with ASTM 4718.

Compaction testing will be performed on subgrade, fill, backfill, topsoil mix, and, if applicable, permeable material. You will provide a 24-hour notice to the Engineer stating when you will be completed with an activity that requires compaction testing to allow the Engineer time to schedule testing before you start the next activity. The Department will make every effort to collect native samples and to provide moisture-density curves in a timely manner. However, should you choose to proceed with the work before compaction criteria for native soil or fill material can be verified, you assume the risk of having to remove this work at your expense if subgrade compaction is later found to be inadequate.

All compaction will be accomplished with mechanical compaction.

Subgrade, fill, or backfill that exhibits pumping will not be accepted.

#### **Add to section 19-5.03B:**

The void resulting from the removal of unsuitable material will be backfilled with Class 3 permeable material and compacted to a minimum relative compaction of 95%, except if unsuitable material is overexcavated from the bottom of a sediment basin. In this case a maximum of 90% relative compaction and a minimum of 85% relative compaction will be required.







3. OGFC, including HMA-O, RHMA-O, and RHMA-O-HB
4. RHMA-G

The HMA construction process includes one or more of the following:

1. Standard
2. Method
3. QC/QA

Produce and place HMA Type A under the Method construction process.

Removal of existing asphalt concrete must comply with section 15. Asphalt concrete and concrete must be disposed of outside the Lake Tahoe Basin. Asphalt concrete and concrete may be disposed of in the Lake Tahoe Basin providing you obtain and submit approvals from all applicable state, local, and federal agencies

Preparation of the subgrade must comply with section 19.

Produce and compaction of Aggregate Base must comply with section 26.

### **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 64-22 or PG 64-28.

### **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 Coarse aggregate (% min.)	California Test 205				
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.) Loss at 100 rev.	California Test 211	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.)	California Test 367			
No. 4 grading		17.0	17.0	--
3/8" grading		15.0	15.0	--
1/2" grading		14.0	14.0	18.0–23.0
3/4" grading		13.0	13.0	18.0–23.0
Voids filled with asphalt (%)	California Test 367			Note a
No. 4 grading		65.0–75.0	65.0–75.0	
3/8" grading		65.0–75.0	65.0–75.0	
1/2" grading		65.0–75.0	65.0–75.0	
3/4" grading		65.0–75.0	65.0–75.0	
Dust proportion	California Test 367			Note a
No. 4 and 3/8" gradings		0.6–1.2	0.6–1.2	
1/2" and 3/4" gradings		0.6–1.2	0.6–1.2	
Stabilometer value (min.)	California Test 366			
No. 4 and 3/8" gradings		30	30	--
1/2" and 3/4" gradings		37	35	23

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

The maximum allowable RAP binder replacement is 15 percent.

For HMA with a binder replacement less than or equal to 25 percent of OBC, you may request that the PG asphalt binder grade with upper and lower temperature classifications be reduced by 6 degrees C from the specified grade.

### 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 *Caltrans Hot Mix Asphalt Verification* form dated within 12 months before HMA production.

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

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 6 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**

For this Project the paint binder must be asphaltic emulsion SS-1.

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

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, shoving, 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>	California Test 366				
No. 4 and 3/8" gradings		30	30	--	--
1/2" and 3/4" gradings		37	35	23	--
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
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>	California Test 367				
No. 4 grading		65.0–75.0	65.0–75.0	Report only	--
3/8" grading		65.0–75.0	65.0–75.0		
1/2" grading		65.0–75.0	65.0–75.0		
3/4" grading		65.0–75.0	65.0–75.0		
Voids in mineral aggregate (% min) <sup>f</sup>	California Test 367				
No. 4 grading		17.0	17.0	--	--
3/8" grading		15.0	15.0	--	
1/2" grading		14.0	14.0	18.0–23.0	
3/4" grading		13.0	13.0	18.0–23.0	
Dust proportion <sup>f</sup>	California Test 367				
No. 4 and 3/8" gradings		0.6–1.2	0.6–1.2	Report only	--
1/2" and 3/4" gradings		0.6–1.2	0.6–1.2		
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	55
0.15–0.25	45	45	50	50

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

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

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

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

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

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 planning asphalt concrete pavement.

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

Submit a cold planning 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**

Cold Plane AC to a depth of 0.25 feet across the full lane width of the road per plan. Do not use a heating device to soften the pavement. Do not damage surfacing to remain in place including lip of concrete gutters and concrete surrounding drainage inlets.

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. Preparation of subgrade will comply with section 19-5.03C.

### **39-5.05D Payment**

The payment quantity for remove base and surfacing is the volume determined from the dimensions shown.

For a given location where new improvements are being constructed, payment for the removal of subbase, base, and bituminous surface is included in the cost for the improvement being constructed in the Bid Item List that corresponds to that given location.

### **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.









The table below specifies the materials for this work.

	<b>APPLICATION</b>	<b>MATERIAL</b>
<b>TURF REINFORCEMENT MAT</b>	Rock dissipator, and rock slope protection.	Landlok 450 as manufactured by Propex or C125 as manufactured by North American Green, or approved equal.
<b>FILTER FABRIC (woven)</b>	Silt fence material.	Per section 88-1.02E

**Replace “Not Used” in section 96-1.04 with:**

The Department pays for turf reinforcement mat, geotextile fabric (woven) and filter fabric (non-woven) under the various items of work requiring these materials. Payment for filter fabric (woven) is under Temporary Reinforced Silt Fence.

**APPENDIX A**

**to the Contract Documents for  
2018 Elks Club Drive Repair Project  
Contract No. PW 17-31191, CIP No. 78725**

**REVISED STANDARD SPECIFICATIONS  
DATED 09-02-16**

**AVAILABLE:**

- 1. DOWNLOAD FROM QUEST**
- 2. TAHOE ENGINEERING OFFICES**

**APPENDIX B**

**to the Contract Documents for  
2018 Elks Club Drive Repair Project  
Contract No. PW 17-31191, CIP No. 78725**

**FEDERAL WAGE RATES**

General Decision Number: CA180009 01/19/2018 CA9

Superseded General Decision Number: CA20170009

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: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 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 calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018
2	01/19/2018

ASBE0016-001 08/01/2017

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.....	\$ 62.36	23.11
Area 2.....	\$ 49.46	23.11

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ASBE0016-007 01/01/2017

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.....	\$ 28.20	8.95
AREA 2.....	\$ 32.98	8.95

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BOIL0549-002 10/01/2016

	Rates	Fringes
BOILERMAKER		
(1) Marin & Solano Counties.....	\$ 43.28	37.91
(2) Remaining Counties.....	\$ 39.68	35.71

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BRCA0003-001 02/01/2017

	Rates	Fringes
MARBLE FINISHER.....	\$ 31.17	14.99

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BRCA0003-004 05/01/2017

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.....	\$ 39.66	20.76
AREA 2.....	\$ 42.34	25.83

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) Guniting nozzle person shall receive \$1.25 per hour above the regular rate.

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BRCA0003-008 09/01/2017

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 35.14	16.87
TERRAZZO WORKER/SETTER.....	\$ 44.11	26.36

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BRCA0003-010 04/01/2017

	Rates	Fringes
TILE FINISHER		
Area 1.....	\$ 25.08	12.97
Area 2.....	\$ 24.68	15.55
Area 3.....	\$ 27.48	15.45
Area 4.....	\$ 25.60	14.90
Tile Layer		
Area 1.....	\$ 41.81	15.62
Area 2.....	\$ 40.06	17.43
Area 3.....	\$ 45.80	17.5
Area 4.....	\$ 42.67	17.46

- AREA 1: Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Sacramento, Shasta, Sierra, Sutter, Tehama, Yolo, Yuba
- AREA 2: Alpine, Amador
- AREA 3: Marin, Napa, Solano, Siskiyou
- AREA 4: Sonoma

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BRCA0003-014 02/01/2017

Rates	Fringes
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MARBLE MASON.....\$ 41.77      26.76

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CARP0034-001 07/01/2017

                    Rates      Fringes

Diver

Assistant Tender, ROV		
Tender/Technician.....	\$ 45.65	31.91
Diver standby.....	\$ 50.61	31.91
Diver Tender.....	\$ 49.82	31.91
Diver wet.....	\$ 95.17	31.91
Manifold Operator (mixed gas).....	\$ 54.82	31.91
Manifold Operator (Standby).\$	49.82	31.91

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

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 07/01/2017

                    Rates      Fringes

Piledriver.....\$ 46.65      31.91

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CARP0035-001 08/01/2017

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.....	\$ 46.40	29.15
Area 3.....	\$ 41.02	29.15
Area 4.....	\$ 39.67	29.15
Drywall Stocker/Scrapper		
Area 1.....	\$ 23.20	16.88
Area 3.....	\$ 20.51	16.88
Area 4.....	\$ 19.84	16.88

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 CARP0035-009 07/01/2017

Marin County

	Rates	Fringes
CARPENTER		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

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 CARP0035-010 07/01/2017

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
Modular Furniture Installer		
Area 1		
Installer I.....	\$ 24.91	19.63
Installer II.....	\$ 22.18	20.42
Lead Installer.....	\$ 29.06	20.92
Master Installer.....	\$ 33.28	20.92
Area 2		

Installer I.....	\$ 22.96	20.42
Installer II.....	\$ 20.01	20.42
Lead Installer.....	\$ 25.93	20.92
Master Installer.....	\$ 29.56	20.92
Area 3		
Installer I.....	\$ 22.01	20.42
Installer II.....	\$ 19.24	20.42
Lead Installer.....	\$ 24.81	20.92
Master Installer.....	\$ 31.83	20.92

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 CARP0046-001 07/01/2017

El Dorado (West), Placer (West), Sacramento and Yolo Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 40.67	28.71
Journeyman Carpenter.....	\$ 40.52	28.71
Millwright.....	\$ 43.02	30.30

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 07/01/2017

Alpine, Colusa, El Dorado (East), Nevada, Placer (East),  
 Sierra, Sutter and Yuba Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 38.17	28.71
Millwright.....	\$ 41.67	30.30

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 CARP0152-003 07/01/2017

Amador County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

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 CARP0180-001 07/01/2017

Solano County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

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 CARP0751-001 07/01/2017

Napa and Sonoma Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 46.55	28.71
Journeyman Carpenter.....	\$ 46.40	28.71
Millwright.....	\$ 46.50	30.30

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 CARP1599-001 07/01/2017

Butte, Glenn, Lassen, Modoc, Plumas, Shasta, Siskiyou, Tehama  
 and Trinity Counties

	Rates	Fringes
Carpenters		

Bridge Builder/Highway Carpenter.....	\$ 46.40	28.71
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 39.32	28.71
Journeyman Carpenter.....	\$ 39.17	28.71
Millwright.....	\$ 41.67	30.30

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ELEC0180-001 06/01/2017

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 50.97	3%+20.13
ELECTRICIAN.....	\$ 47.31	23.05

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ELEC0180-003 12/01/2016

NAPA AND SOLANO COUNTIES

	Rates	Fringes
Sound & Communications Installer.....	\$ 35.07	3%+17.55
Technician.....	\$ 39.93	3%+17.55

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 12/01/2016

ALPINE, AMADOR, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, NEVADA, PLACER, PLUMAS, SACRAMENTO, TRINITY, YOLO, YUBA COUNTIES

Rates	Fringes
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Communications System		
Sound & Communications		
Installer.....	\$ 28.35	3%+14.46
Sound & Communications		
Technician.....	\$ 32.60	3%+14.46

**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 08/01/2017

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.....	\$ 40.06	27.04
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 07/01/2016

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.....	\$ 38.50	16.82

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ELEC0551-004 06/01/2017

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 47.40	21.60

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ELEC0551-005 12/01/2016

MARIN & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 35.07	18.91

Technician.....\$ 39.33      19.04

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 07/01/2017

DEL NORTE, MODOC and SISKIYOU COUNTIES

Rates      Fringes

ELECTRICIAN.....\$ 32.69      16.72

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ELEC0659-008 02/01/2013

DEL NORTE, MODOC & SISKIYOU COUNTIES

Rates      Fringes

Line Construction

- (1) Cable Splicer.....\$ 51.09      4%+13.30
- (2) Lineman, Pole Sprayer,  
Heavy Line Equipment Man....\$ 45.62      4%+13.30
- (3) Tree Trimmer.....\$ 32.07      4%+9.80
- (4) Line Equipment Man.....\$ 45.62      4%+9.80
- (5) Powdermen,  
Jackhammermen.....\$ 34.22      4%+9.80
- (6) Groundman.....\$ 31.31      4%+9.80

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ELEC1245-004 06/01/2017

ALL COUNTIES EXCEPT DEL NORTE, MODOC & SISKIYOU

Rates      Fringes

LINE CONSTRUCTION

- (1) Lineman; Cable splicer..\$ 55.49      16.62
- (2) Equipment specialist  
(operates crawler



tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....\$ 44.32 3%+17.65  
 (3) Groundman.....\$ 33.89 3%+17.65  
 (4) Powderman.....\$ 49.55 3%+17.65

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 01/01/2018

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 65.45	32.645

FOOTNOTE:

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.  
 PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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 ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 35.39	31.25
AREA 2:		
(1) Leverman.....	\$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman.....	\$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 40.69	31.25

(4) Bargeman; Deckhand;  
Fireman; Leveehand; Oiler..\$ 37.39            31.25

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 REMAINGING 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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ENGI0003-018 06/26/2017

"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:)

GROUP 1.....	\$ 44.67	30.39
GROUP 2.....	\$ 43.14	30.39
GROUP 3.....	\$ 41.66	30.39
GROUP 4.....	\$ 40.28	30.39
GROUP 5.....	\$ 39.01	30.39
GROUP 6.....	\$ 37.69	30.39
GROUP 7.....	\$ 36.55	30.39
GROUP 8.....	\$ 35.41	30.39
GROUP 8-A.....	\$ 33.20	30.39

OPERATOR: Power Equipment  
(Cranes and Attachments -  
AREA 1:)

GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck crane oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39

OPERATOR: Power Equipment  
(Piledriving - AREA 1:)

GROUP 1		
Lifting devices.....	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.....	\$ 39.20	30.39
GROUP 2		
Lifting devices.....	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.....	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Lifting devices.....	\$ 40.62	30.39
GROUP 5		
Lifting devices.....	\$ 39.32	30.39
GROUP 6		
Lifting devices.....	\$ 37.98	30.39

OPERATOR: Power Equipment  
(Steel Erection - AREA 1:)

GROUP 1		
Cranes.....	\$ 46.30	30.39
Oiler.....	\$ 36.63	30.39
Truck Crane Oiler.....	\$ 39.20	30.39
GROUP 2		

Cranes.....	\$ 43.79	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 42.05	30.39
Hydraulic.....	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 39.01	30.39
GROUP 5		
Cranes.....	\$ 35.13	30.39
OPERATOR: Power Equipment (Tunnel and Underground Work - AREA 1:)		
SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 40.77	30.39
GROUP 1-A.....	\$ 43.24	30.39
GROUP 2.....	\$ 39.51	30.39
GROUP 3.....	\$ 38.18	30.39
GROUP 4.....	\$ 37.04	30.39
GROUP 5.....	\$ 35.90	30.39
UNDERGROUND:		
GROUP 1.....	\$ 40.67	30.39
GROUP 1-A.....	\$ 43.14	30.39
GROUP 2.....	\$ 39.41	30.39
GROUP 3.....	\$ 38.08	30.39
GROUP 4.....	\$ 36.94	30.39
GROUP 5.....	\$ 35.80	30.39

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; Grader, 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; Pipe bending 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); Signalperson; 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: 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: 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 Northeast 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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ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 34.05	28.73
AREA 2.....	\$ 36.05	28.73
GROUP 2		
AREA 1.....	\$ 30.45	28.73
AREA 2.....	\$ 32.45	28.73
GROUP 3		
AREA 1.....	\$ 25.84	28.73
AREA 2.....	\$ 27.84	28.73

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: Landscapae 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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\* IRON0377-002 01/01/2017

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 29.58	21.59
Ornamental, Reinforcing and Structural.....	\$ 36.00	30.15

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0067-001 12/01/2017

AREA "A" - MARIN COUNTY

AREA "B" - ALPINE, AMADOR, BUTTE COLUSA EL DORADO, GLENN, LASSEN, MODOC, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, SUTTER, TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 23.00	11.31
LABORER (Lead Removal)		
Marin County.....	\$ 30.70	22.17
Remaining Counties.....	\$ 29.70	22.17

LABO0185-002 07/01/2017

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.....	\$ 30.45	21.04

LABO0185-005 06/26/2017

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.....	\$ 36.60	21.72
GROUP 2.....	\$ 36.37	21.72
GROUP 3.....	\$ 36.12	21.72
GROUP 4.....	\$ 35.67	21.72
GROUP 5.....	\$ 35.13	21.72
Shotcrete Specialist.....	\$ 37.12	21.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher

in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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 06/26/2017

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.....	\$ 29.49	22.38
GROUP 1.....	\$ 28.79	22.38
GROUP 1-a.....	\$ 29.01	22.38
GROUP 1-c.....	\$ 28.84	22.38
GROUP 1-e.....	\$ 29.34	22.38
GROUP 1-f.....	\$ 29.37	22.38
GROUP 2.....	\$ 28.64	22.38
GROUP 3.....	\$ 28.54	22.38
GROUP 4.....	\$ 22.23	22.38

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)

(1) New Construction.....	\$ 28.54	22.31
(2) Establishment Warranty Period.....	\$ 22.23	22.31

LABORER (GUNITING - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 28.79	22.31
GROUP 2.....	\$ 28.64	22.31

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.

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## 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 shotcrete

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: Gunite 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 07/01/2017

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52
Work on a swing stage scaffold: \$1.00 per hour additional.		

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 LABO0261-002 06/26/2017

MARIN COUNTY

	Rates	Fringes
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LABORER (TRAFFIC CONTROL/LANE CLOSURE)

Escort Driver, Flag Person..\$ 29.54	22.17
Traffic Control Person I....\$ 29.84	22.17
Traffic Control Person II...\$ 27.34	22.17

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 06/26/2017

MARIN COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	21.72
GROUP 2.....	\$ 36.37	21.72
GROUP 3.....	\$ 36.12	21.72
GROUP 4.....	\$ 35.67	21.72
GROUP 5.....	\$ 35.13	21.72
Shotcrete Specialist.....	\$ 37.12	21.72

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

LABO0261-007 07/01/2017

MARIN AND NAPA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 31.70	21.04

LABO0261-010 06/26/2017

MARIN COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 30.49	22.38
GROUP 1.....	\$ 29.79	22.38
GROUP 1-a.....	\$ 30.01	22.38
GROUP 1-c.....	\$ 29.84	22.38
GROUP 1-e.....	\$ 30.34	22.38
GROUP 1-f.....	\$ 30.37	22.38
GROUP 2.....	\$ 29.64	22.38
GROUP 3.....	\$ 29.54	22.38
GROUP 4.....	\$ 23.23	22.38

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA A:)

(1) New Construction.....	\$ 29.54	22.31
(2) Establishment Warranty		
Period.....	\$ 23.23	22.31

LABORER (GUNITE - AREA A:)

GROUP 1.....	\$ 30.75	22.31
GROUP 2.....	\$ 30.25	22.31
GROUP 3.....	\$ 29.66	22.31
GROUP 4.....	\$ 29.54	22.31

LABORER (WRECKING - AREA A:)

GROUP 1.....	\$ 29.79	22.31
GROUP 2.....	\$ 29.64	22.31

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 gunning or shotcrete

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: Gunite 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 07/01/2017

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

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LABO0324-004 06/26/2017

NAPA, SOLANO, AND SONOMA, COUNTIES

	Rates	Fringes
<b>LABORER (TRAFFIC CONTROL/LANE CLOSURE)</b>		
Escort Driver, Flag Person..	\$ 28.54	22.17
Traffic Control Person I....	\$ 28.84	22.17
Traffic Control Person II...	\$ 26.34	22.17

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 06/26/2017

NAPA, SOLANO, AND SONOMA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 36.60	21.72
GROUP 2.....	\$ 36.37	21.72
GROUP 3.....	\$ 36.12	21.72
GROUP 4.....	\$ 35.67	21.72
GROUP 5.....	\$ 35.13	21.72
Shotcrete Specialist.....	\$ 37.12	21.72

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & shotcrete gunner & 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 07/01/2017

SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick.....	\$ 30.70	21.04

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LABO0324-013 06/27/2017

NAPA, SOLANO, AND SONOMA COUNTIES

Rates Fringes

LABORER (CONSTRUCTION CRAFT

LABORERS - AREA B:)

Construction Specialist		
Group.....	\$ 29.49	22.38
GROUP 1.....	\$ 28.79	22.38
GROUP 1-a.....	\$ 29.01	22.38
GROUP 1-c.....	\$ 28.84	22.38
GROUP 1-e.....	\$ 29.34	22.38
GROUP 1-f.....	\$ 29.37	22.38
GROUP 2.....	\$ 28.64	22.38
GROUP 3.....	\$ 28.54	22.38
GROUP 4.....	\$ 22.23	22.38

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,  
HORTICULTURAL & LANDSCAPE  
LABORERS - AREA B:)

(1) New Construction.....	\$ 28.54	22.31
(2) Establishment Warranty		
Period.....	\$ 22.23	22.31

LABORER (GUNITE - AREA B:)

GROUP 1.....	\$ 29.75	22.31
GROUP 2.....	\$ 29.25	22.31
GROUP 3.....	\$ 28.66	22.31
GROUP 4.....	\$ 28.54	22.31

LABORER (WRECKING - AREA B:)

GROUP 1.....	\$ 28.79	22.31
GROUP 2.....	\$ 28.64	22.31

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: Gunite 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 07/01/2017

	Rates	Fringes
Plasterer tender.....	\$ 31.02	22.52

Work on a swing stage scaffold: \$1.00 per hour additional.

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PAIN0016-004 01/01/2017

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 38.87	22.83

PREMIUMS:

EXOTIC MATERIALS - \$0.75 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 01/01/2017

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.....	\$ 40.03	24.29

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PAIN0016-007 01/01/2017

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:.....	\$ 32.16	18.26

SPRAY/SANDBLAST: \$0.50 additional per hour.  
EXOTIC MATERIALS: \$1.00 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 01/01/2017

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 47.39	24.64

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PAIN0169-004 01/01/2018

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.....	\$ 46.13	28.04

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\* PAIN0567-001 07/01/2017

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.....	\$ 24.80	12.94
Spray Painter & Paperhanger.	\$ 26.04	12.94

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 07/01/2017

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.....	\$ 28.30	12.44
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 PAIN0567-010 07/01/2017

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.....	\$ 30.67	12.54
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 30.92	12.04

PAIN0767-004 01/01/2018

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.....	\$ 34.57	28.25

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 01/01/2017

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 34.41	16.31
GROUP 2.....	\$ 29.25	16.31
GROUP 3.....	\$ 29.59	16.31

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 01/01/2017

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.....	\$ 33.93	20.39



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PLAS0300-003 07/01/2014

Rates Fringes

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.....\$ 31.41 22.26  
AREA 355: Marin.....\$ 34.75 22.26  
AREA 355: Napa & Sonoma  
Counties.....\$ 31.41 22.26

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PLAS0300-005 07/01/2017

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 39.20 19.71

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PLUM0038-002 07/01/2017

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.....\$ 70.00 43.24  
(2) All other work - NEW  
CONSTRUCTION RATE.....\$ 70.00 43.24

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PLUM0038-006 07/01/2017

MARIN & SONOMA COUNTIES

Rates Fringes

Landscape/Irrigation Fitter

(Underground/Utility Fitter).....\$ 59.50      38.24

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PLUM0228-001 01/01/2017

BUTTE, COLUSA, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA,  
SISKIYOU, SUTTER, TEHAMA, TRINITY & YUBA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.75	28.89

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PLUM0343-001 07/01/2017

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.85	20.40
All Other Work.....	\$ 50.00	34.00

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 02/01/2015

EL DORADO COUNTY (Lake Tahoe area only); NEVADA COUNTY (Lake Tahoe area only); AND PLACER COUNTY (Lake Tahoe area only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 30.88	11.51

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PLUM0355-001 07/01/2015

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.....	\$ 28.60	10.05
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PLUM0442-003 01/01/2017		

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.00	28.39
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PLUM0447-001 07/01/2017		

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.....	\$ 48.37	24.00
Light Commercial Work.....	\$ 36.23	17.72
-----		
ROOF0081-006 08/01/2017		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Roofer.....	\$ 38.20	16.81
-----		
ROOF0081-007 08/01/2017		

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.....	\$ 35.97	16.83
-----		
SFCA0483-003 07/31/2017		

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire		

Sprinklers).....\$ 61.92      28.57  
 -----  
 SFCA0669-003 04/01/2017

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.....	\$ 37.20	15.84
-----		
SHEE0104-006 07/03/2017		

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 50.29	37.16
All other work.....	\$ 57.09	37.79
-----		
SHEE0104-009 07/01/2017		

AMADOR, COLUSA, EL DORADO, NEVADA, PLACER, SACRAMENTO, SUTTER,  
 YOLO AND YUBA COUNTIES

	Rates	Fringes
SHEET METAL WORKER.....	\$ 41.80	33.13
-----		
SHEE0104-010 07/01/2017		

AIPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 39.74	31.50
-----		
SHEE0104-011 07/01/2015		

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).....	\$ 34.15	32.98
-----		
SHEE0104-014 07/01/2016		

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 35.64	31.49

-----  
SHEE0104-019 07/01/2017

BUTTE, GLENN, LASSEN, MODOC, PLUMAS, SHASTA, SIERRA, SISKIYOU AND TEHAMA COUNTIES

	Rates	Fringes
SHEET METAL WORKER Mechanical Jobs \$200,000 & under.....	\$ 31.35	31.35
Mechanical Jobs over \$200,000.....	\$ 41.80	33.08

-----  
TEAM0094-001 07/01/2017

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 30.72	27.47
GROUP 2.....	\$ 31.02	27.47
GROUP 3.....	\$ 31.32	27.47
GROUP 4.....	\$ 31.67	27.47
GROUP 5.....	\$ 32.02	27.47

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); Lowbed 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

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====  
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 [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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) (ii)).

-----

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 Regional Office for the area in which the survey was conducted because those Regional Offices have 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.

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END OF GENERAL DECISION

**APPENDIX C**

**to the Contract Documents for  
2017 Elks Club Drive Repair Project  
Contract No. PW 17-31191, CIP No. 78725**

**ENVIRONMENTAL PERMITS**



**TAHOE  
REGIONAL  
PLANNING  
AGENCY**

**OFFICE**  
128 Market St.  
Stateline, NV  
  
Phone: (775) 588-4547  
Fax: (775) 588-4527

**MAIL**  
PO Box 5310  
Stateline, NV 89449-5310  
  
trpa@trpa.org  
www.trpa.org

**HOURS**  
Mon. Wed. Thurs. Fri  
9 am-12 pm/1 pm-4 pm  
Closed Tuesday  
  
New Applications Until 3:00 pm

Print Form

**QUALIFIED EXEMPT ACTIVITY DECLARATION FORM**

**Applicant** El Dorado County, Community Development Services, Department of Transportation

**Mailing Address** 924B Emerald Bay Road **City** South Lake Tahoe **State** CA

**Zip Code** 96150 **Email** dan.kikkert@edcgov.us **Phone** (530) 573-7900 **FAX** (530) 541-7049

**Representative or Agent** Daniel Kikkert

**Mailing Address** 924B Emerald Bay Road **City** South Lake Tahoe **State** CA

**Zip Code** 96150 **Email** dan.kikkert@edcgov.us **Phone** (530) 573-7914 **FAX** (530) 541-7049

**Owner** Rafael Martinez  Same as Applicant

**Mailing Address** 2850 Fairlane Court **City** Placerville **State** CA

**Zip Code** 95667 **Email** rafael.martinez@edcgov.us **Phone** 530-621-7533 **FAX** 530-626-0387

**Project Location/Assessor's Parcel Number (APN)** 520-101-00

**Street Address** Elks Club Drive **Subdivision** Country Club Heights **Lot #**

**County** El Dorado **Previous APN** (if changed by county assessor since 1987)

**Detailed Description of Activity (Attach additional sheets if necessary):**

2017 Elks Club Drive Road and Shoulder Damage Project (PW17-31191) See attachment for detailed description.  
QE A.4 - Reconstruction, resurfacing or overlaying of existing pavement, including repair of pavement substructure.

**Property Restrictions/Easements (List any deed restrictions, easements or other restrictions):**  None

(initial here): I hereby declare under penalty of perjury that all property restrictions and easements have been fully disclosed.

**Prior Approvals (List any prior CTRPA/TRPA approvals/permits for the subject property):**  None

Description: Approval Date: Expiration Date:

Description: Approval Date: Expiration Date:

**LOCAL JURISDICTION REQUIREMENTS:** Please be advised that your activity may require approval from local agencies (i.e., Building Department) – make sure to obtain appropriate local approvals prior to beginning work.

520-101-00 // QEXE2017-0703 // 09/15/2017  
EL DORADO COUNTY  
DANIEL KIKKERT  
101 General - El Dorado County  
N/A


QUALIFIED EXEMPT DECLARATION RECEIVED

BY: DF DATE: 9/15/17

**DECLARATION:**

I hereby declare under penalty of perjury that this application and all information submitted as part of this application is true and accurate to the best of my knowledge. I am the owner of the subject property, or have been authorized in writing by the owner(s) of the subject property to represent this application, and I have obtained authorization to submit this application from any other necessary parties holding an interest in the subject property. I understand it is my obligation to obtain such authorization, and I further understand that TRPA accepts no responsibility for informing these parties or obtaining their authorization. I understand that should any information or representation submitted in connection with this application be inaccurate, erroneous, or incomplete, TRPA may rescind any approval or take other appropriate action. I hereby authorize TRPA to access the property for the purpose of site visits. I understand that additional information may be required by TRPA to review this project.

Signature: (Original signature required.)

  
Owner of Person Preparing Application At  County Date:

**AUTHORIZATION FOR REPRESENTATION (Original signatures required):**

The following person(s) own the subject property (Assessor's Parcel Number(s)  ) or have sufficient interest therein to make application to TRPA:

Print Owner(s) Name(s):

I/We authorize  to act as my/our representative in connection with this application to TRPA for the subject property and agree to be bound by said representative. I understand that additional information may be required by TRPA beyond that submitted by my representative, to review this project. Any cancellation of this authorization shall not be effective until receipt of written notification of same by TRPA. I also understand that should any information or representation submitted in connection with this application be incorrect or untrue, TRPA may rescind any approval or take other appropriate action. I further accept that if this project is approved, I, as the permittee, will be held responsible for any and all permit conditions.

Owner(s) Signature(s):

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

**FOR OFFICE USE ONLY**

File Number: \_\_\_\_\_ County: \_\_\_\_\_

Date Received: \_\_\_\_\_ Received By: \_\_\_\_\_

Filing Fee: \$ \_\_\_\_\_ Receipt No. \_\_\_\_\_

Excess Cov. Mitigation Fee: \_\_\_\_\_ Excess Cov. Mitigated: \_\_\_\_\_

Qualified Exempt Activity Declaration Form  
Additional information



*1. Detailed Description of Activity:*

Elks Club Drive Road and Shoulder Damage Project (PW17-31191)

Replace temporary culvert and resurface failed roadway: Work includes removal/replacement of the existing temporary 18" HDPE culvert, install additional 18" HDPE culvert, and provide structure backfill with slurry cement; Class 2 AB and HMA (Type A) to reconstruct the roadway section and shoulder backing, and re-establishment of existing roadside ditches. Project work will include resurfacing of damaged sections of Meadowvale Drive and Tam O'Shanter Drive, both of which were used as a detour during winter closure of Elks Club Drive.

The work is considered Qualified Exempt (QE) under the current MOU (1993) between El Dorado County and TRPA per sections A.4 "Reconstruction, resurfacing, or overlaying of existing pavement, including repair of pavement substructure".

The Project area is also identified as Federal Project # 32L0(100).

	
<p>Damaged crossing on Elks Club Drive, prior to temporary repair.</p>	<p>Damaged area on lower Elks Club Drive during February 2017 events.</p>



OFFICE  
128 Market St.  
Stateline, NV

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Fax: (775) 588-4527

MAIL  
PO Box 5310  
Stateline, NV 89449-5310

trpa@trpa.org  
www.trpa.org

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Closed Tuesday  
New Applications Until 3:00 pm

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## **ATTACHMENT Q**

### **STANDARD CONDITIONS OF APPROVAL**

### **FOR GRADING PROJECTS**

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This handout on the standard conditions that must be met in all projects involving grading is divided into the following three sections:

- I. Pre-Grading Conditions (Pre-activity, where applicable)
- II. Construction/Grading Conditions
- III. General Conditions/Design Standards

Please read all of the conditions carefully to avoid any delays in construction of your project.

**NOTE:** Your plans have been reviewed and approved as required under Tahoe Regional Planning Agency (TRPA) Rules, Regulations and Ordinances only. TRPA has not reviewed and shall not be responsible for any elements contained in your plans, i.e., structural, electrical, mechanical, etc., which are not required for review under said Rules, Regulations and Ordinances.

#### I. PRE-GRADING/PRE-ACTIVITY CONDITIONS:

The following conditions must be completely complied with prior to any site disturbance or commencement of activity.

##### A. Final Construction Plans:

Final construction plans must be submitted to and reviewed by TRPA to determine conformance with the approval. Said plans shall clearly depict the following:

1. Slope stabilization methods to stabilize all existing and proposed cut and fill slopes.
2. Areas to be revegetated, including complete specifications for such revegetation.
3. Fencing for vegetation protection.
4. Temporary and permanent erosion control devices.
5. Utility trenches.
6. Dust control measures.
7. All water quality improvements (BMPs) required in the conditional approval. Drainage facilities shall be designed to be capable of retaining runoff water for a two (2) year, six (6) hour storm.
8. The final plans shall contain equipment specifications necessary to establish compliance with Standard Conditions III. A-F.

##### B. Securities:

A security shall be posted with the TRPA to insure compliance with all permit conditions. The security shall include an amount equal to 110 percent of the cost of the BMPs and other erosion control and water quality improvements required. For further information on the acceptable types of securities, see Attachment J.

C. Mitigation Fees:

All required air quality, water quality, and excess coverage and offsite coverage mitigation fees shall be paid to TRPA.

D. Temporary BMPs:

The following temporary BMPs are required to be installed onsite prior to any grading activity occurring:

1. Installation of temporary erosion controls.
2. Installation of vegetation protection measures.
3. Installation of construction site boundary fencing.

E. Required Inspection:

An onsite inspection by TRPA staff is required prior to any construction or grading activity occurring. TRPA staff shall determine if the onsite improvements required by Condition II (1), above, have been properly installed. No grading or construction shall be undertaken by the permittee until receipt of TRPA notification that the pre-grading/pre-activity conditions of approval have been satisfied.

F. Required Notices:

The following notices to the TRPA are required prior to any grading or construction occurring on the project site:

1. Notice for Pre-Grading Inspection: The permittee shall notify the TRPA when all onsite improvements required under Condition II(1), above, have been installed so that the required pre-grading inspection may be scheduled.
2. Notice of Commencement of Construction: The permittee shall notify the TRPA at least 48 hours prior to commencement of construction or grading on the project site. Said notice shall include the date when construction will commence.

II. CONSTRUCTION/GRADING CONDITIONS:

The following conditions shall be complied with during the grading and construction phase of the project.

- A. All construction shall be accomplished in strict compliance with the plans approved by TRPA.
- B. The TRPA permit and the final construction drawings bearing the TRPA stamp of approval shall be present on the construction site from the time construction commences to final TRPA site inspection. The permit and plans shall be available for inspection upon request by any TRPA employee. Failure to present the TRPA permit and approved plans may result in the issuance of a Cease and Desist Order by the TRPA.
- C. Whenever possible, utilities shall occupy common trenches to minimize site disturbance.
- D. There shall be no grading or land disturbance performed with respect to the project between October 15 and May 1, except as follows:
  1. The grading or land disturbance is for excavation and backfilling for a volume not in excess of three cubic yards.
  2. The activity is completed within a 48-hour period.
  3. The excavation site is stabilized to prevent erosion.
  4. The pregrade inspection is performed by TRPA staff, and the activity passes the inspection.

5. The grading/project does not represent or involve a series of excavations, which, when viewed as a whole, would exceed the provisions of this Standard Condition of Approval, and Subsection 2.3 of the TRPA Code of Ordinances.

**Grading is prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable condition (pursuant to Subsection 33.3.1.A of the TRPA Code of Ordinances.)**

- E. All material obtained from any excavation work that is not contained within foundations, retaining walls, or by other methods approved by TRPA shall be removed from the subject parcel and disposed of at a site approved by TRPA.
- F. Replanting of all exposed surfaces, in accordance with the revegetation and slope stabilization plan, shall be accomplished within the first growing season following disturbance, unless an approved construction/inspection schedule establishes otherwise.
- G. All trees and natural vegetation to remain on the site shall be fenced for protection. Scarring of trees shall be avoided and, if scarred, damaged areas shall be repaired with tree seal.
  1. Fencing specified shall be at least 48 inches high and shall be constructed of metal posts and either orange construction fencing or metal mesh fencing also at least 48 inches high (Section 33.6.1). Job sites with violations of the fencing standards will be required to re-fence the job site with a high gauge metal fencing.
  2. No material or equipment shall enter or be placed in the areas protected by fencing or outside the construction areas without prior approval from TRPA. Fences shall not be moved without prior approval (Section 33.6).
  3. To reduce soil disturbance and damage to vegetation, the area of disturbance during the construction of a structure shall be limited to the area between the footprint of the building and the public road. For the remainder of the site the disturbance areas shall not exceed 12 feet from the footprint of the structure, parking area or cut/fill slope. The approved plans should show the fencing and approved exceptions (Section 36.2).
- H. Soil and construction material shall not be tracked off the construction site. Grading operations shall cease in the event that a danger of violating this condition exists. The site shall be cleaned up and road right-of-way swept clean when necessary.
- I. During grading and construction, environmental protection devices such as erosion control devices, dust control, and vegetation protection barriers shall be maintained.
- J. Loose soil mounds or surfaces shall be protected from wind or water erosion by being appropriately covered when construction is not in active progress or when required by TRPA.
- K. Excavated material shall be stored up grade from the excavated areas to the extent possible. No material shall be stored in any stream zone or wet areas.
- L. Only equipment of a size and type that, under prevailing site conditions, and considering the nature of the work to be performed, will do the least amount of damage to the environment shall be used.
- M. Limit idling time for diesel powered vehicles exceeding 10,000 GVW and self-propelled equipment exceeding 25 hp to no more than 15 minutes in Nevada and 5 minutes in California, or as otherwise required by state or local permits.
- N. Utilize existing power sources (e.g. power poles) or clean-fuel generators rather than temporary diesel power generators wherever feasible.
- O. No washing of vehicles or construction equipment, including cement mixers, shall be permitted anywhere on the subject property unless authorized by TRPA in writing.



- P. No vehicles or heavy equipment shall be allowed in any stream environment zone or wet areas, except as authorized by TRPA.
- Q. Locate construction staging areas as far as feasible from sensitive air pollution receptors (e.g. schools or hospitals).
- R. All construction sites shall be winterized by October 15 to reduce the water quality impacts associated with winter weather as follows:
  - 1. For the sites that will be inactive between October 15 and May 1:
    - (a) Temporary erosion controls shall be installed;
    - (b) Temporary vegetation protection fencing shall be installed;
    - (c) Disturbed areas shall be stabilized;
    - (d) Onsite construction slash and debris shall be cleaned up and removed;
    - (e) Where feasible, mechanical stabilization and drainage improvements shall be installed; and
    - (f) Spoil piles shall be removed from the site.
  - 2. For sites that will be active between October 15 and May 1, in addition to the above requirements:
    - (a) Permanent mechanical erosion control devices shall be installed, including paving of driveway and parking areas; and
    - (b) Parking of vehicles and storage of building materials shall be restricted to paved areas.

### III. GENERAL CONDITIONS/DESIGN STANDARDS:

- A. Projects approved by TRPA shall be subject to inspections by TRPA at any reasonable time. The permittee shall be responsible for making the project area accessible for inspection purposes. TRPA shall not be liable for any expense incurred by the permittee as a result of TRPA inspections.
- B. Construction shall be completed in accordance with an approved construction schedule. An extension of a completion schedule for a project may be granted provided the request is made in writing prior to the expiration of the completion schedule, a security is posted to ensure completion or abatement of the project, and TRPA makes either of the following findings:
  - 1. The project was diligently pursued, as defined in Subparagraph 2.2.4.C of the Code of Ordinances, during each building season (May 1 - October 15) since commencement of construction.
  - 2. That events beyond the control of the permittee, which may include engineering problems, labor disputes, natural disasters, or weather problems, have prevented diligent pursuit of the project.
- C. Water conservation appliances and fixtures shall be installed in all new facilities or, when replaced, in existing facilities: low flow flush toilets; low flow showerheads (3 gpm rated maximum flow); faucet aerators; and water-efficient appliances (e.g., washing machines and dishwashers).
- D. Water heaters shall not emit nitrogen oxides greater than 40 nanograms of nitrogen oxide (NO<sub>2</sub>) per joule of heat output.
- E. Space heaters shall not emit greater than 40 nanograms of nitrogen oxides (as NO<sub>2</sub>) per joule of useful heat delivered to the heated space.

- F. Wood heaters to be installed in the Region shall meet the safety regulations established by applicable city, county, and state codes. Coal shall not be used as a fuel source.
1. Emission Standards: Wood heaters installed in the Region shall not cause emissions of more than 7.5 grams of particulates per hour for noncatalytic wood heaters or 4.1 grams per hour for catalytically equipped wood heaters.
  2. Limitations: Wood heaters shall be sized appropriately for the space they are designed to serve. Multi-residential projects of five or more units, tourist accommodations, commercial, recreation and public service projects shall be limited to one wood heater per project area.
  3. List of Approved Heaters: TRPA shall maintain a list of wood heaters which may be installed in the Region. The list shall include the brand names, model number, description of the model and the name and address of the manufacturer. Wood heaters certified for use in either Colorado or Oregon shall be considered in compliance with 6(a), above.
- G. Construction materials shall be secured to prevent them from rolling, washing, or blowing off the project site. Rehabilitation and clean-up of the site following construction must include removal of all construction waste and debris.
- H. Plant species on the TRPA Recommended Native and Adapted Plant List shall be used for lawns and landscaping.
- I. The following sizes and spacing shall be required for woody plant materials at time of planting:
1. Trees shall be a minimum six feet tall or 1-1/2 inch caliper size or diameter at breast height;
  2. Shrubs shall be a minimum three gallon pot size where upright shrubs have a minimum height of 18 inches and a minimum spread of 18 inches; and spreading shrubs have a minimum spread of 18-24 inches.
  3. Groundcovers shall be a minimum four inch pot size or one gallon container and shall be maximum 24 inches on center spacing.
- J. Plant species not found on the TRPA Recommended Native and Adapted Plant List may be used for landscaping as accent plantings but shall be limited to borders, entryways, flower-beds, and other similar locations to provide accent to the overall native or adapted landscape design.
- K. The following exterior lighting standards shall apply:
1. Exterior lights shall not blink, flash or change intensity. String lights, building or roofline tube lighting, reflective or luminescent wall surfaces are prohibited.
  2. Exterior lighting shall not be attached to trees except for Christmas season.
  3. Parking lot, walkway, and building lights shall be directed downward.
  4. Fixture mounting height shall be appropriate to the purpose. The height shall not exceed the limitations set forth in Chapter 37 of the Code.
  5. Outdoor lighting shall be used for purposes of illumination only, and shall not be designed for, or used as, an advertising display. Illumination for aesthetic or dramatic purposes of any building or surrounding landscape utilizing exterior light fixtures projected above the horizontal is prohibited.
  6. The commercial operation of searchlights for advertising or any other purpose is prohibited. Seasonal lighting displays and lighting for special events which conflict with other provisions of this section may be permitted on a temporary basis.

- L. Any normal construction activities creating noise in excess of the TRPA noise standards shall be considered exempt from said standards provided all such work is conducted between the hours of 8:00 a.m. and 6:30 p.m.
- M. Engine doors shall remain closed during periods of operation except during necessary engine maintenance.
- N. Stationary equipment (e.g. generators or pumps) shall be located as far as feasible from noise-sensitive receptors and residential areas. Stationary equipment near sensitive noise receptors or residential areas shall be equipped with temporary sound barriers.
- O. Sonic pile driving shall be utilized instead of impact pile driving, wherever feasible. Pile driving holes shall be predrilled to the extent feasible subject to design engineer's approval.
- P. Fertilizer use on this property shall be managed to include the appropriate type of fertilizer, rate, and frequency of application to avoid release of excess nutrients and minimize use of fertilizer.
- Q. No trees shall be removed or trimmed without prior TRPA written approval unless otherwise specifically exempted under Chapter 2 of the Code of Ordinances.
- R. The architectural design of this project shall include elements that screen from public view all external mechanical equipment, including refuse enclosures, satellite receiving disks, communication equipment, and utility hardware on roofs, buildings or the ground. Roofs, including mechanical equipment and skylights, shall be constructed of nonglare finishes that minimize reflectivity.
- S. The permittee is responsible for insuring that the project, as built, does not exceed the approved land coverage figures shown on the site plan. The approved land coverage figures shall supersede scaled drawings when discrepancies occur.
- T. The adequacy of all required BMPs as shown on the final construction plans shall be confirmed at the time of the TRPA pre-grading inspection. Any required modifications, as determined by TPRA, shall be incorporated into the project permit at that time.
- U. It is the permittee's obligation to locate all subsurface facilities and/or utilities prior to any grading, dredging or other subsurface activity. The permittee is responsible for contacting the Northern Underground Service Alert (USA, usually known as USA DIGS 1-800-227-2600) prior to commencement of any activity on the site.
- V. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval or take other appropriate action.

**STATE OF CALIFORNIA**  
**CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**  
**LAHONTAN REGION**

**ORDER NO. R6T-2017-0010**  
**NPDES NO. CAG616001**

**RENEWED WASTE DISCHARGE REQUIREMENTS AND NATIONAL  
POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT  
FOR  
STORM WATER/URBAN RUNOFF DISCHARGES FROM EL DORADO  
COUNTY, PLACER COUNTY, AND THE CITY OF SOUTH LAKE TAHOE  
WITHIN THE LAKE TAHOE HYDROLOGIC UNIT**

**FINDINGS**

The California Regional Water Quality Control Board, Lahontan Region (hereinafter referred to as the Water Board) finds that:

**A. Discharger Information and Permit History**

1. The City of South Lake Tahoe (City), El Dorado County, and Placer County discharge storm water/urban runoff to surface waters of the Lake Tahoe Hydrologic Unit (LTHU). These discharges occur within various hydrologic sub-areas (watersheds) throughout the LTHU. The City, El Dorado County, and Placer County are considered Co-Permittees under this National Pollutant Discharge Elimination System (NPDES) Permit and are referred to collectively as "Permittees".
2. These Renewed Waste Discharge Requirements and NPDES Permit for Storm Water/Urban Runoff Discharges from El Dorado County, Placer County, and the City of South Lake Tahoe will be referred to throughout this Order as the "Permit."
3. Prior to issuance of this Permit, storm water discharges from the Permit Area were covered under Order No. R6T-2011-0101A1, originally adopted by the Water Board on December 6, 2011 and amended on October 10, 2012.

Previously, the discharges were regulated by Order No. R6T-2005-0026, adopted by the Water Board in 2005 which replaced Order No. 6-00-82, adopted by the Water Board in 2000.

4. The Permittees submitted Reports of Waste Discharge and preliminary Pollutant Load Reduction Plans in June 2016 requesting renewal of waste discharge requirements under the NPDES program to permit

storm water discharges from municipal storm collection, conveyance, and treatment facilities within their jurisdictions.

## **B. Permit Area**

1. The jurisdictional areas of the City, El Dorado County, and Placer County that fall within the LTHU are considered the "Permit Area." The Permittees are responsible for all storm water/urban runoff discharges in the Lake Tahoe watershed within the LTHU of their respective City and Counties except for runoff generated and conveyed through facilities owned, operated and maintained by federal, state, regional, or local entities where Permittees lack legal jurisdiction. The Water Board recognizes the permittees should not be held responsible for such facilities and/or discharges.

The Water Board will coordinate with the entities not named in this Permit that operate storm drain facilities and/ or discharge storm water to storm drains and receiving waters covered by this NPDES Permit to implement programs that are consistent with the requirements of this Permit.

2. Permittees should work cooperatively to control the contribution from pollutants from one jurisdiction to an adjacent jurisdiction through inter-agency agreements or other formal arrangements.

## **C. Nature of Discharge**

1. Municipal point source runoff discharges from urbanized areas remain a leading cause of impairment of California surface waters. Urban runoff contains wastes, as defined in the California Water Code, and pollutants, as defined in the federal Clean Water Act, and adversely affects the waters of the State and their designated beneficial uses. The most common pollutant categories in urban runoff within the LTHU include total suspended solids, sediment (due to anthropogenic activities); pathogens (e.g., bacteria, viruses, protozoa); nutrients (e.g., nitrogen and phosphorus); oxygen demanding substances (decaying vegetation, animal waste); oil, grease, and other petroleum hydrocarbons; and trash. In general, the pollutants found in municipal storm water runoff can harm human health and aquatic ecosystems.
2. In addition, the high volumes and high velocities of storm water discharged from municipal separate storm sewer systems (MS4s) into receiving waters can adversely impact aquatic ecosystems and stream habitat and cause stream bank erosion and physical modifications. These changes are collectively termed "hydromodification".

3. Lake Tahoe's deep water transparency, as measured by the Secchi disk, has been declining since transparency measurement began in the late 1960's. The Lake Tahoe TMDL Report (November 2010) identified elevated levels of very fine sediment (particles less than 16 microns) and increased algal growth rates as the causes of transparency loss. Consequently, the primary pollutants of concern for storm water treatment in the LTHU are the number of fine sediment particles (less than 16 microns) and the mass of nutrients that support algal growth (total nitrogen and total phosphorus).
4. One of the leading sources of very fine sediment particles is roadways. To enhance the safety of motorists in the winter months, the Permittees' winter roadway operations include the application of traction abrasive and deicing materials. If not properly applied and recovered, traction abrasives can be a significant source of the pollutants of concern.
5. Storm water runoff within the Permittees jurisdiction generally flows into pipes and open channels and often passes through pretreatment vaults, treatment basins, and other treatment structures before being discharged to surface waters or land. This Permit describes all storm water management infrastructure maintained by the Permittees as "collection, conveyance, and treatment facilities". For purposes of this Permit, collection, conveyance, and treatment facilities are synonymous with "municipal separate storm sewer systems" or MS4s.

#### **D. Federal, State and Regional Regulations**

1. The Water Quality Act of 1987 added § 402(p) to the Clean Water Act (CWA) (33U.S.C. § 1251-1387). This section requires the United States Environmental Protection Agency (U.S. EPA) to establish regulations setting forth NPDES requirements for storm water discharges in two phases.
  - a. U.S. EPA Phase I storm water regulations were directed at MS4s serving a population of 100,000 or more, and storm water discharges associated with ten categories of industrial activities, including construction activities disturbing more than five acres. In addition, municipalities whose storm water discharges contribute to violations of water quality standards or is a significant contributor of pollutants to waters of the United States may also be issued a NPDES permit under Phase I. Consequently, some MS4s that serve a population below 100,000, such as the Permittees, were brought into the Phase I program by NPDES permitting authorities. The Phase 1 regulations were published on November 16, 1990 (55 Fed. Reg. 47990).

- b. U.S. EPA Phase II storm water regulations are directed at storm water discharges not covered in Phase I, including small MS4s (population of less than 100,000) in urbanized areas, small construction projects (less than five acres, but greater than one acre), municipal facilities with delayed coverage under the Intermodal Surface Transportation Efficiency Act of 1991, and other discharges for which the U.S. EPA Administrator or the State determines that the storm water discharge contributes to a violation of a water quality standard, or is a significant contributor of pollutants to waters of the U.S. The Phase II Final Rule was published on December 8, 1999 (64 Fed. Reg. 68722).
2. The CWA allows the U.S. EPA to authorize states with an approved environmental regulatory program to administer the NPDES program in lieu of the U.S. EPA. The State of California is an authorized State. The Porter-Cologne Water Quality Control Act (California Water Code) authorizes the State Water Resources Control Board (State Water Board), through the Regional Water Boards, to regulate and control the discharge of wastes that could affect the quality of waters of the State, including waters of the United States, and tributaries thereto.
3. Under CWA § 303(d), States are required to identify a list of impaired water bodies and develop and implement Total Maximum Daily Loads (TMDLs) for these waterbodies (33 USC § 1313(d)(1)). Lake Tahoe is listed on the CWA § 303(d) impaired water bodies list. On November 16, 2010 the Water Board adopted an amendment to its Water Quality Control Plan to incorporate a TMDL for Lake Tahoe. The amendment was approved by the State Water Board on April 19, 2011 and the TMDL was approved by the U.S. EPA on August 17, 2011. The Basin Plan amendment established pollutant load reduction requirements for urban storm water discharges for fine sediment particles, total nitrogen, and total phosphorus. Permit Section IV incorporates approved load reduction requirements as effluent limits for municipal storm water discharges in the LTHU and requires the preparation of Pollutant Load Reduction Plans to meet established waste load reduction requirements.
4. This Permit does not constitute an unfunded local government mandate subject to subvention under Article XIII B, Section (6) of the California Constitution for several reasons, including, but not limited to, the following.

First, the Permit does not impose a new program or higher level of service. This Permit continues the requirements of the 2011 permit largely unchanged, effectively continuing previously established TMDL

implementation requirements. The 2011 permit required the Permittees to meet the TMDL's load reduction requirements for all subsequent years based on updated baseline calculations, whether the requirements applied during or after the permit term. While the Permit establishes new interim targets for meeting the five-year load reductions, U.S. EPA and the Permittees agree the interim targets provide an effective means to track implementation progress and more effectively distribute the administrative burden associated with documenting load reduction progress. The interim targets (equal to one-half of the five-year load reductions required by the TMDL) will not require the Permittees to take actions they would not otherwise taken to comply with the TMDL targets. Established treatment facility and roadway assessment methods and targeted water quality sample collection provide a robust monitoring framework to align actual field conditions with modeled estimates. These modified requirements were developed in coordination with the State of Nevada, U.S. EPA and the Permittees, and are intended to be cost-neutral while more precisely representing progress toward improved Lake Tahoe's transparency and effectively protecting tributary water quality.

The Permit allows Permittees to establish inspection frequency for priority construction sites. Compared to the previous weekly inspection requirement, the new provision allows the Permittees to devote more resources to controlling discharges from the highest priority sites and provide an overall increase in the level of water quality protection without significantly increasing program costs.

Second, this Permit implements federally mandated requirements under CWA § 402, subdivision (p)(3)(B)(33 U.S.C. § 1342(p)(3)(B)). This includes federal requirements to (1) effectively prohibit non-storm water discharges; (2) reduce the discharge of pollutants to the maximum extent practicable by implementing management practices, control techniques, and system, design, and engineering methods; and (3) include such other provisions as the Administrator or the State determines appropriate for the control of such pollutants. The authority exercised under this Permit is not reserved state authority under the Clean Water Act's savings clause (cf. *Burbank v. State Water Resources Control Bd.* (2005) 35 Cal.4<sup>th</sup> 613, 627-628 [relying on 33 U.S.C. § 1370, which allows a state to develop requirements which are not "less stringent" than federal requirements]), but instead, is part of a federal mandate to develop pollutant reduction requirements for municipal separate storm sewer systems. To this extent, it is entirely federal authority that forms the legal basis to establish the permit provisions. (See, *City of Rancho Cucamonga v. Regional Water Quality Control Bd.-Santa Ana Region* (2006) 135 Cal.App.4<sup>th</sup> 1377,



1389; *Building Industry Ass'n of San Diego County v. State Water Resources Control Bd.* (2004) 124 Cal.App.4th 866, 882-883.)

Likewise, this Permit implements federally mandated requirements under 303(d) of the CWA and section 122.44(d)(1)(vii)(B) of the Code of Federal Regulations. Specifically, the provisions of this Permit to implement the Lake Tahoe TMDL are federal mandates. The CWA requires TMDLs to be developed for waterbodies that do not meet federal water quality standards (33 U.S.C. § 1313(d)). Once the U.S. EPA or a state develops a TMDL, federal law requires that permits must contain effluent limitations consistent with the assumptions and requirements of any applicable waste load allocation. (40 CFR 122.44(d)(1)(vii)(B)).

Third, the Permittees' obligations under this Permit are similar to, and in many respects less stringent than, the obligations of non-governmental dischargers who are issued NPDES permits for storm water discharges. With a few inapplicable exceptions, the Clean Water Act regulates the discharge of pollutants from point sources (33 U.S.C. § 1342) and the Porter-Cologne regulates the discharge of waste (Water Code, § 13263), both without regard to the source of the pollutant or waste. As a result, the "costs incurred by local agencies" to protect water quality reflect an overarching regulatory scheme that places similar requirements on governmental and nongovernmental dischargers. (See *County of Los Angeles v. State of California* (1987) 43 Cal.3d 46, 57-58 [finding that comprehensive workers compensation scheme did not create a cost for local agencies that was subject to state subvention].)

The Clean Water Act and the Porter-Cologne Water Quality Control Act largely regulate storm water with an even hand, but to the extent there is any relaxation of this even-handed regulation, it is in favor of the local agencies. Except for municipal separate storm sewer systems, the Clean Water Act requires point source dischargers, including discharges of storm water associated with industrial or construction activity, to comply strictly with water quality standards. (33 U.S.C. § 1311(b)(1)(C), *Defenders of Wildlife v. Browner* (1999) 191 F.3d 1159, 1164-1165 [noting that industrial storm water discharges must strictly comply with water quality standards].) As discussed in prior State Water Resources Control Board decisions, in many respects this Permit does not require strict compliance with water quality standards. (SWRCB Order No. WQ 2001-15, p. 7.) The Permit, therefore, regulates the discharge of waste in municipal storm water more leniently than the discharge of waste from non-governmental sources.

Fourth, the Permittees have the authority to levy service charges, fees, or assessments sufficient to pay for compliance with this Order subject

to certain voting requirements contained in the California Constitution. (See California Constitution XIII D, section 6, subdivision (c); see also *Howard Jarvis Taxpayers Association v. City of Salinas* (2002) 98 Cal. App. 4th 1351, 1358-1359.). The ability of a local agency to defray the cost of a program without raising taxes indicates that a program does not entail a cost subject to subvention. (*County of Fresno v. State of California* (1991) 53 Cal.3d 482, 487-488.)

Fifth, the Permittees have requested permit coverage in lieu of compliance with the complete prohibition against the discharge of pollutants contained in federal Clean Water Act section 301, subdivision (a) (33 U.S.C. § 1311(a)). To the extent that the local agencies have voluntarily availed themselves of the permit, the program is not a state mandate. (*Accord County of San Diego v. State of California* (1997) 15 Cal.4th 68, 107-108.) The local agencies' voluntary decision to file a report of waste discharge proposing a program based permit is a voluntary decision not subject to subvention. (See *Environmental Defense Center v. USEPA* (9th Cir. 2003) 344 F.3d 832, 845-848.)

Sixth, the local agencies' responsibility for preventing discharges of waste that can create conditions of pollution or nuisance from conveyances that are within their ownership or control under state law predates the enactment of Article XIII B, Section (6) of the California Constitution.

5. The Water Board adopted a Water Quality Control Plan (Basin Plan) for the Lahontan Region on March 31, 1995. The Basin Plan specifies the beneficial uses of water bodies within the LTHU and contains both narrative and numerical water quality objectives for these waters. The following beneficial uses identified in the Basin Plan apply to all watersheds covered by this Permit:
  - a. Municipal and domestic supply,
  - b. Agricultural supply,
  - c. Water contact recreation,
  - d. Non-contact water recreation,
  - e. Ground water recharge,
  - f. Freshwater replenishment,
  - g. Navigation,
  - h. Commercial and sport fishing,
  - i. Cold freshwater habitat,
  - j. Wildlife habitat,
  - k. Preservation of biological habitats of special significance,
  - l. Rare, threatened, or endangered species,
  - m. Migration of aquatic organisms,
  - n. Spawning, reproduction, and development,

- o. Water quality enhancement, and
  - p. Flood peak attenuation/flood water storage
6. State Water Board Resolution No. 68-16 contains the state Antidegradation Policy, titled "Statement of Policy with Respect to Maintaining High Quality Waters in California" (Resolution 68-16), which applies to all waters of the state, including ground waters of the state, whose quality meets or exceeds (is better than) water quality objectives. Resolution No. 68-16 is considered to incorporate the federal Antidegradation Policy (40 CFR131.12) where the federal policy applies, (State Water Board Order WQO 86-17). Administrative policies that implement both federal and state antidegradation policies acknowledge that an activity that results in a minor water quality lowering, even if incrementally small, can result in violation of Antidegradation Policies through cumulative effects, for example, when the waste is a cumulative, persistent, or bioaccumulative pollutant.

Federal Antidegradation Policy (40 CFR131.12) states that the State shall develop and adopt a statewide antidegradation policy and identify the methods for implementing such policy pursuant to this subpart. The antidegradation policy and implementation methods shall, at a minimum, be consistent with the following:

- a. Existing instream water uses and the level of water quality necessary to protect the existing uses shall be maintained and protected.
- b. Where the quality of the waters exceed levels necessary to support propagation of fish, shellfish, and wildlife and recreation in and on the water, that quality shall be maintained and protected unless the State finds, after full satisfaction of the intergovernmental coordination and public participation provisions of the State's continuing planning process, that allowing lower water quality is necessary to accommodate important economic or social development in the area in which the waters are located. In allowing such degradation or lower water quality, the State shall assure water quality adequate to protect existing uses fully.
- c. Where high quality waters constitute an outstanding National resource, including waters of exceptional recreational or ecological significance like Lake Tahoe, that water quality shall be maintained and protected.

The proposed Permit requirements are consistent with both state and federal antidegradation policies. Permittees storm water management and pollutant load reduction plan actions will reduce pollutant loading

to Lake Tahoe consistent with established TMDL requirements to maintain and improve water quality.

7. The requirements in this Permit may be more specific or detailed than those enumerated in federal regulations under 40 CFR122.26 or in U.S. EPA guidance. However, the requirements have been designed to implement and be consistent with the federal statutory mandates described in CWA § 402(p)(3)(B)(ii) and (iii) and the related federal regulations and to implement the TMDL for Lake Tahoe through the implementation of the pollutant load reduction requirements for urban storm water discharges for fine sediment particles, total nitrogen, and total phosphorus. Consistent with federal law, all of the conditions in this permit could have been included in a permit adopted by U.S. EPA in the absence of the in lieu authority of California to issue NPDES permits.
8. On April 7, 2015 the State Water Board adopted an Amendment to the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries that added "Final Part 1 Trash Provisions" (Trash Amendments). The Trash Amendments require the Water Board to implement these new provisions through NPDES permits issued pursuant to Federal Clean Water Act section 402(p), including this Permit. The Trash Amendments give the Water Board two options for implementation, either of which must commence within 18 months of the Trash Amendments' effective date, December 2, 2015:
  - a. Modify, re-issue, or adopt NPDES permits to add requirements to implement the Trash Amendments. Within three months of the effective date of the applicable permit, Permittees must select from the Trash Amendments' two methods of compliance and notify the Water Board of its selection.
  - b. Issue orders pursuant to Water Code section 13267 or 13383 requiring each Permittee to submit, within three months from receipt of the orders, written notice to the Water Board selecting from the Trash Amendments' two methods of compliance.

The Water Board intends to implement the Trash Amendments pursuant to Option b, above. The effective date of this Permit therefore does not trigger a three-month deadline for Permittees to notify the Water Board of a compliance method under the Trash Amendments.

#### **E. Storm Water Management Programs**

1. Previous Permits required the Permittees to develop and implement comprehensive, activity-based storm water management programs

that include construction, commercial, industrial, and residential site controls coupled with a facilities inspection program and thorough public outreach and education plans.

2. Previously submitted Storm Water Management Plans adequately describe Permittees' programs and associated control measures. Although there is no current need to revise the previously submitted plans, Permittees may need to make programmatic adjustments to reflect future conditions.

**F. Total Maximum Daily Loads – Lake Tahoe**

1. On November 16, 2010 the Water Board adopted Resolution R6T-2010-0058, amending the Basin Plan to incorporate the Total Maximum Daily Load (TMDL) for sediment and nutrients for Lake Tahoe to restore Lake Tahoe to meet the lake's deep water transparency water quality objective. The TMDL identified pollutant loads by source category, set load allocations at a basin-wide scale, and identified an implementation plan for achieving needed sediment and nutrient load reductions.
2. The approved Basin Plan amendment requires the Permittees and the California Department of Transportation (CalTrans) to meet pollutant load reduction requirements specified by the Lake Tahoe TMDL. Pollutant load allocation tables are included in Attachment B of this Permit. The Basin Plan acknowledges that these agencies will likely consider a variety of alternative treatment options, roadway operations practices, and local ordinances to reduce average annual pollutant loads to meet load reduction requirements.
3. The Permit incorporates numeric and narrative effluent limitations consistent with 40 CFR 122.44(d) that implement Lake Tahoe TMDL pollutant load reduction requirements. The approved Basin Plan amendment replaced some of the concentration-based storm water effluent limits with effluent limits expressed as annual average pollutant load reduction requirements for the primary pollutants of concern.
4. The Basin Plan amendment and the Lake Tahoe TMDL require Lake Tahoe basin municipalities and CalTrans to develop and implement comprehensive Pollutant Load Reduction Plans (PLRPs) to describe how proposed operations and maintenance activities, capital improvements, facilities retrofit projects, ordinance enforcement, and other actions are expected to meet required pollutant load reduction requirements. PLRPs provide the Permittees the opportunity to prioritize pollutant load reduction efforts and target sub-watersheds that generate the highest annual average pollutant loads.

5. Permittees have primarily relied upon state and federal grant sources to fund water quality improvement infrastructure programs and generally use in-house resources for water quality operations and maintenance practices. As of December 2016 there are fewer grant funds available and economic conditions have negatively impacted local government budgets. Consequently, Permittees need to (1) effectively prioritize future infrastructure and operations and maintenance actions to maximize pollutant load reductions that can be achieved with available funding; and (2) work to establish dedicated storm water program revenue sources.
6. The Water Board developed the Lake Clarity Crediting Program (see Attachment D) to establish protocols for accounting and tracking pollutant load reductions within the urban environment.
7. The Lake Tahoe TMDL baseline pollutant loading and load reduction requirements are provided as average annual estimates. For consistency with the TMDL requirements, the Lake Clarity Crediting Program uses average annual pollutant load estimates generated by numeric models. Verification of field conditions and water quality monitoring are needed to ensure that on-the-ground, measured variables are in line with model input parameters and that measured pollutant loading is consistent with modeled estimates.
8. Prior to previous Permit adoption, the Permittees developed jurisdiction-specific baseline load estimates for the Lake Tahoe TMDL pollutants of concern. The submitted baseline pollutant load estimates provided the basis for translating percentage based pollutant load reduction requirements defined by the TMDL into jurisdiction-specific, particle and mass-based pollutant load reduction requirements.
9. The modeling tool used to initially estimate baseline pollutant loads was refined as part of a stakeholder-driven TMDL tool improvement process. A revised model was released in May 2015. The Permittees have used the revised model (Pollutant Load Reduction Model Version 2.1) to update the previously developed jurisdiction-specific fine sediment particle, total nitrogen, and total phosphorus baseline load estimates.
10. The Lake Tahoe TMDL requires new development and re-development project proponents and private property retrofit efforts to first consider opportunities to infiltrate storm water runoff from impervious surfaces. At a minimum, permanent storm water infiltration facilities must be designed and constructed to infiltrate runoff generated by the 20 year, 1-hour storm, which equates to approximately one inch of runoff over

all impervious surfaces during a 1-hour period. Infiltrating runoff volumes generated by the 20 year, 1-hour storm may not be possible in some locations due to shallow depth to seasonal groundwater levels, unfavorable soil conditions, or other site constraints such as existing infrastructure or rock outcroppings. In the event that site constraints prohibit opportunities to infiltrate the runoff volume generated by a 20 year, 1-hour storm, project proponents must either (1) meet the numeric effluent limits contained in Basin Plan Table 5.6-1, or (2) document coordination with one of the Permittees or CalTrans to demonstrate that storm water treatment facilities treating private property discharges and public right-of-way storm water are sufficient to meet the Permittees' or CalTrans'; average annual fine sediment and nutrient load reduction requirements.

11. The Basin Plan amendment and the Lake Tahoe TMDL require municipalities to demonstrate on a catchment (i.e. sub-watershed) basis that no increased loading in fine sediment particle, total nitrogen, and total phosphorus will result from any land-disturbing activity permitted in the catchment. The permit includes a narrative effluent limitation to implement this provision.
12. The Basin Plan amendment recognizes the need for a comprehensive program to adaptively manage the Lake Tahoe TMDL program. Future research and monitoring findings, coupled with implementation experience and fiscal realities, may cause the Water Board to revisit the Lake Tahoe TMDL and associated regulatory activities. The Lake Tahoe TMDL Management System provides the framework for synthesizing and reporting new information and for identifying the need for policy changes.

The Basin Plan amendment further acknowledges the need for adaptive management of the Lake Tahoe TMDL program by explicitly stating "should funding and implementation constraints impact the ability to meet the load reduction milestones, the Regional Board will consider amending the implementation plan and load reduction schedules."

#### **G. Public Notification**

1. The issuance of waste discharge requirements pursuant to California Water Code section 13370 et seq. is exempt from the California Environmental Quality Act in accordance with California Water Code section 13389. *County of Los Angeles et al., v. California Water Boards et al.*, (2006), 143 Cal.App.4th 985.

2. The Water Board has notified the Permittees, and interested agencies and persons of its intent to issue waste discharge requirements for this discharge, and has provided them with an opportunity to make statements and submit their comments.
3. This Permit shall serve as a NPDES permit, pursuant to CWA § 402, and shall take effect 90 days from Order adoption date provided the Regional Administrator of the U.S. EPA has no objections.
4. Pursuant to Cal. Water Code § 13320, any aggrieved party may seek review of this Permit by filing a petition with the State Board within 30 days of the date of adoption of the Permit by the Regional Water Board. A petition must be sent to:

State Water Resources Control Board  
Office of the Chief Counsel  
P.O. Box 100  
Sacramento, CA 95812-0100

5. This Permit may be modified or alternatively revoked or reissued prior to its expiration date or any administrative extension thereto, in accordance with 40 CFR122.41(f) and 122.62.

**IT IS HEREBY ORDERED** that Order No. R6T-2011-0101A is rescinded, and to meet the provisions contained in Division 7 of the Cal. Water Code and regulations adopted thereunder, and the provisions of the CWA and regulations adopted thereunder, the Permittees shall comply with the following:

**I. Non-Storm Water Discharges**

- A. The Permittees shall, within their respective jurisdictions, effectively prohibit non-storm water discharges into its collection, conveyance, and treatment facilities and receiving waters, except where such discharges:
  1. Originate from a State, Federal, or other source for which they are pre-empted from regulating by State or Federal law; or
  2. Are covered by a separate individual or general NPDES permit, or conditional waivers; or
  3. Flows from firefighting activities.
- B. Pursuant to 40 CFR 122.26(d)(2)(iv)(B)(1) the following categories of non-storm water discharges need only be prohibited from entering the Permittees storm water collection, conveyance, and treatment facilities and receiving waters if such categories of discharges are identified by the Permittee (in its



SWMP) as a source of pollutants to waters of the United States and the State of California:

1. Waterline flushing
2. Landscape irrigation
3. Diverted stream flows
4. Rising groundwater
5. Uncontaminated groundwater infiltration [as defined by 40 CFR 35.2005(20)]
6. Uncontaminated pumped groundwater
7. Discharges from potable water sources
8. Fountain drains
9. Air conditioning condensation
10. Irrigation water
11. Springs
12. Water from crawl space pumps
13. Footing drains
14. Individual residential car washing
15. Flows from riparian habitats and wetlands
16. Dechlorinated swimming pool and spa discharges

- C. When a non-storm water discharge category listed above is identified as a source of pollutants to waters of the State, Permittees shall either:
1. Prohibit the discharge category from entering its storm water collection, conveyance, and treatment system; or
  2. Authorize the discharge category and require implementation of appropriate or additional Best Management Practices to ensure that the discharge will not be a source of pollutants; or
  3. Require or obtain coverage under separate Regional or State Water Board permit for the discharge.

## **II. Other Prohibitions**

- A. Unless specifically granted, authorization pursuant to this Permit does not constitute an exemption to applicable discharge prohibitions prescribed in the Basin Plan.
- B. Discharges from the Permittees' collection, conveyance, and treatment facilities that cause or contribute to a violation of narrative or numeric water quality standards or objectives, as listed in Attachment E and F, are prohibited.

- C. Discharges from the Permittees' collection, conveyance, and treatment facilities shall not cause or contribute to a condition of nuisance.
- D. Storm water discharges regulated by this Permit shall not contain a hazardous substance equal to or in excess of a reportable quantity listed in 40 CFR Part 117 and/or 40 CFR Part 302.
- E. The removal of vegetation or disturbance of ground surface conditions between October 15 of any year and May 1 of the following year is prohibited. Where it can be shown that granting a variance would not cause or contribute to the degradation of water quality, a variance to the dates stated above may be granted in writing by the Executive Officer.
- F. The discharge attributable to human activities of any waste or deleterious material to surface waters of the LTHU is prohibited.
- G. The discharge attributable to human activities of any waste or deleterious material to lands below the high-water rim of Lake Tahoe or within the 100-year floodplain of any tributary to Lake Tahoe is prohibited.
- H. The discharge attributable to human activities of any waste or deleterious material to Stream Environment Zones (SEZs) in the LTHU is prohibited.
- I. Waste discharge prohibitions in this Section do not apply to discharges of storm water when wastes in the discharge are controlled through the application of management practices or other means and the discharge does not cause a violation of water quality objectives.

### **III. Storm Water Program Implementation**

#### **A. Legal Authority**

- 1. Permittees shall maintain adequate legal authority to:
  - a. Prohibit illicit connections and illicit discharges to its collection, conveyance, and treatment facilities,
  - b. Prohibit the discharge of non-storm water to the Permittees' storm water collection, conveyance, and treatment facilities.
  - c. Control through interagency agreement, the contribution of pollutants from one municipal jurisdiction to another
  - d. Require persons within their jurisdiction to comply with conditions in the Permittees' ordinances, permits, or orders (i.e. hold dischargers to

its collection, conveyance, and treatment facilities accountable for their contributions of pollutants and flows)

- e. Remove illicit connections to public storm water collection, conveyance, and treatment facilities
  - f. Control the discharge of spills, dumping, or material disposal other than storm water to public storm water collection, conveyance, and treatment facilities
  - g. Utilize enforcement measures (e.g., stop work orders, notice of violations, fines, referral to City, County, and/ or District Attorneys, etc.) by ordinances, permits, contracts, orders, administrative authority, and civil and criminal prosecution to enforce Permit requirements
  - h. Control the quality of storm water runoff from industrial and construction sites
  - i. Carry out all inspections, surveillance and monitoring procedures necessary to determine compliance and non-compliance with permit conditions including the prohibition on illicit discharges.
  - j. Require the use of control measures to prevent or reduce the discharge of pollutants to the maximum extent practicable.
2. No later than **March 15, 2018** each Permittee shall submit a statement certified by its legal counsel confirming the Permittee possesses all necessary legal authority to comply with this Permit. The statement shall include:
- a. Identification of all departments within the jurisdiction that conduct urban runoff related activities and their roles and responsibilities under this Order.
  - b. Citation of urban runoff related ordinances and the reasons they are enforceable.
  - c. Identification of the local administrative and legal procedures available to mandate compliance with urban runoff related ordinances.
  - d. Description of how these ordinances or other legal mechanisms are implemented and actions taken can be appealed.
  - e. Description of how the municipality can issue administrative orders and injunctions, or if it must go through the court system for enforcement actions.

**B. Storm Water Management Program**

Federal Regulations (40 CFR 122.26(d)(2)(iv)) require the Permittees to develop and implement a Storm Water Management Program (SWMP) during the term of this Order. Each Permittee shall maintain and implement a SWMP to include components 1-9 below.

**1. Construction Component**

Each Permittee shall implement a Construction Component of its SWMP to reduce pollutants in runoff from construction sites that involve more than three cubic yards of soil disturbance during all construction phases. The SWMP shall include a description of procedures for identifying inspection priorities and enforcing control measures. At a minimum the construction component shall address the following:

**a. Construction Site Inventory**

Permittees shall develop and update, at least annually, a complete inventory of construction sites within its jurisdiction that involve more than three cubic yards of soil disturbance. This requirement is applicable to all construction sites regardless of whether the construction site is subject to the Water Board's General Construction Permit (Order R6T-2016-0010). The use of a Geographical Information System (GIS) database is highly recommended, but not required.

**b. Construction Site Outreach**

Permittees shall conduct construction site outreach efforts that include, at a minimum, measures to educate construction site operators about local ordinance and other regulatory requirements and applicable enforcement mechanisms prior to construction commencement.

**c. Construction Site Prioritization and Inspection**

Permittees shall develop a prioritization process for its watershed-based inventory (developed pursuant to III.B.1.a above) by threat to water quality. Each construction site shall be classified as a high, medium, or low threat to water quality. In evaluating threat to water quality each Permittee shall consider (1) the magnitude of fine sediment particle discharge potential; (2) site slope; (3) project size and type; (4) stage of construction; (5) proximity and connectivity to

receiving water bodies; and (6) any other factors the Permittee deems relevant.

Each Permittee shall conduct construction site inspections for compliance with its ordinances (grading, storm water, etc.), permits (construction, grading, etc.), and discharge prohibitions contained in this Permit in accordance with Section II.B of the Monitoring and Reporting Program (Attachment C). Inspections shall include review of site erosion control and BMP implementation plans. Inspection frequencies and priorities shall be determined by the threat to water quality prioritization.

d. Construction Site Enforcement

Permittees shall enforce their storm water ordinances and other regulatory mechanisms for all construction sites to maintain compliance with local ordinances and discharge prohibitions contained in this Permit. Permittees shall document any non-compliance with Permit or ordinance requirements and report identified compliance issues as part of their Annual Report as described under Section IV.C of the Monitoring and Reporting Program (Attachment C).

Each Permittee shall follow up on identified compliance issues and take actions necessary for construction sites to comply with Permit requirements.

e. Oversight by Others

Permittees may make use of construction site outreach, inspection, and enforcement actions taken by other responsible agencies (such as the Tahoe Regional Planning Agency or the Water Board). If a Permittee chooses to use the efforts of other agencies to meet Permit requirements, Permittees must provide detailed documentation of the outreach, inspection, and/or enforcement action taken by others.

2. Commercial, Industrial, Municipal and Residential Component

Each Permittee shall implement SWMP elements to reduce, to the maximum extent practicable, pollutants in runoff from commercial, industrial, municipal, and residential properties within its jurisdiction. The purpose of this component is to identify potential pollutant sources, prioritize existing or potential water quality threats associated with different land uses, and provide outreach, education, and

enforcement measures to reduce and/or eliminate storm water pollution from these sources.

a. Commercial, Industrial, and Municipal Site Inventory and Prioritization

Each Permittee shall develop and annually update an inventory of high priority commercial, industrial, and municipal activities and pollutant sources. The high priority commercial, industrial, and municipal site inventory shall consider including the following business types and activities:

- (1) Automobile mechanical repair, maintenance, or cleaning;
- (2) Automobile and other vehicle body repair or painting;
- (3) Retail or wholesale fueling;
- (4) Eating or drinking establishments;
- (5) Mobile carpet, drape or furniture cleaning;
- (6) Concrete mixing or cutting;
- (7) Painting and coating;
- (8) Mobile pool and spa cleaning;
- (9) Snow removal and storage activities;
- (10) Parking areas with more than 30 parking spaces;
- (11) Off-pavement parking and storage yards;
- (12) Municipal maintenance yards.

The use of a Geographical Information System (GIS) database is highly recommended, but not required.

b. Commercial, Industrial, and Municipal Site Outreach

Permittee outreach efforts shall include, at a minimum, educating commercial, industrial, and municipal site operators about local ordinances and other regulatory measure and associated tiered enforcement mechanisms applicable to commercial, industrial, or municipal site runoff problems.

c. Commercial, Industrial, and Municipal Site Inspections

Each Permittee shall implement a program to inspect high priority commercial, industrial, and municipal sites at least once per year in accordance with Section II.C of the Monitoring and Reporting Program (Attachment C).

d. Commercial, Industrial, and Municipal Site Enforcement

Permittees shall enforce their storm water ordinances and other regulatory mechanisms for all commercial, industrial, and municipal sites to maintain compliance with applicable local ordinances and discharge prohibitions contained in this Permit. Permittees shall document any non-compliance with ordinance and/or Permit requirements and report inspection findings as part of their Annual Report as described under Section IV.D of the Monitoring and Reporting Program (Attachment C).

Each Permittee shall follow up on inspection findings and take actions necessary for commercial, industrial, and municipal sites to comply with Permit and local ordinance requirements.

e. Oversight by Others

Permittees may make use of commercial and industrial site outreach, inspection, and enforcement actions taken by other responsible agencies (such as the Tahoe Regional Planning Agency or the Water Board). If a Permittee chooses to use the efforts of other agencies to meet Permit requirements, Permittees must provide detailed documentation of the outreach, inspection, and/or enforcement action taken by others.

f. Residential Property – Outreach and Education

Each Permittee shall identify high priority residential areas and activities continue to implement targeted outreach and education activities. These areas/activities should include:

- (1) Automobile repair and maintenance;
- (2) Off-pavement automobile parking;
- (3) Home and garden care activities and product use (pesticides, herbicides, and fertilizers);
- (4) Disposal of household hazardous waste (e.g., paints, cleaning products);
- (5) Snow removal activities

Outreach program should include coordination with other Lake Tahoe Basin agencies involved with BMP implementation, including but not limited to the Tahoe Resource Conservation District and the Tahoe Regional Planning Agency Erosion Control Team.

### 3. Storm Water Facilities Inspection Component

Each Permittee shall develop and implement an inspection program to assess the condition of its storm water collection, conveyance and treatment facilities and identify maintenance needs on a catchment, or sub-watershed basis in accordance with the following requirements, and Section II.A of the Monitoring and Reporting Program (Attachment C).

- a. Each Permittee shall inspect its storm water collection, conveyance and treatment systems at least once annually and maintain a database of inspection findings.
- b. As part of its storm water collection, conveyance, and treatment system inspections, each Permittee shall evaluate and identify potential pollutant sources including but not limited to: private property/residential runoff, commercial site runoff, eroding cut slopes, eroding road shoulders, intercepted groundwater discharges, excessive traction abrasive application, and construction site tracking.
- c. Each Permittee shall document and prioritize identified maintenance needs and perform needed maintenance to ensure storm water systems effectively collect, convey, and treat urban runoff as designed.

### 4. Illicit Discharge Detection and Elimination Component

Permittees shall implement an Illicit Discharge Detection and Elimination Component containing measures to actively seek and eliminate illicit discharges and connections. At a minimum the Illicit Discharge Detection and Elimination Component shall include the following elements:

- a. Each Permittee shall visually inspect all storm water collection, conveyance, and treatment systems at least once annually as described in Section II.A of the Monitoring and Reporting Program (Attachment C) for evidence of illicit discharges, illicit connections, or other sources of non-storm water discharges.
- b. Each Permittee shall establish and implement a program to investigate and inspect any portion of the storm water collection and conveyance system that indicates a reasonable potential for illicit discharges, illicit connections, or other sources of non-storm water. Each Permittee shall establish criteria to identify portions of the system where follow-up investigations are needed to determine



whether illicit discharges, illicit connections, or other sources of non-storm water have occurred or are likely to occur.

- c. Each Permittee shall implement and enforce its ordinances, orders, or other legal authority or regulatory mechanism to prevent and eliminate illicit discharges and connections to its storm water collection and conveyance system.
- d. Each Permittee shall promote, publicize and facilitate public reporting of illicit discharges or water quality impacts associated with discharges into or from its storm water collection and conveyance system. Each Permittee shall facilitate public reporting through development and operation of a public hotline. Public hotlines can be Permittee-specific or shared by Permittees. All storm water hotlines should be capable of receiving reports in both English and Spanish 24 hours per day, seven days per week. Permittees shall respond to and resolve each reported incident. Each Permittee shall keep a record of all reported incidents and how each was resolved.

5. New Development and Redevelopment Component

For new development and redevelopment projects, Permittees shall require project proponents to incorporate permanent storm water treatment facilities that are designed to infiltrate, at a minimum, runoff generated by the 20 year, 1-hour storm, or approximately one inch of runoff over all impervious surfaces during a 1-hour period.

If infiltrating the entire volume of the 20 year, 1-hour storm is not possible at a given new development or redevelopment site, the Permittee shall require project proponents to infiltrate as much runoff as possible and either:

- a. Document how the project proponent will treat runoff to meet the numeric effluent limits described in Table III.B.1 below; or
- b. Document coordination with the project proponent to demonstrate that shared storm water treatment facilities treating private property discharges and public right-of-way storm water are sufficient to meet the municipality's average annual fine sediment and nutrient load reduction requirements described in Section IV.B of this Permit.

Table III.B.1 – Numeric effluent limits for runoff discharges

<u>Constituent</u>	<u>Units</u>	<u>Land Treatment/ Infiltration Systems</u>	<u>Surface Waters</u>
Total Nitrogen	mg/L as N	5.0	0.5
Total Phosphorus	mg/L as P	1.0	0.1
Turbidity	NTU	200	20
Oil and Grease	mg/L	40	2.0
Total Iron	mg/L	4.0	0.5

#### 6. Public Education Component

Permittees shall implement a public education program using any appropriate media to increase the community's knowledge of the effect of urban runoff on surface waters and the measures the public can take to help control storm water pollution and encourage behavior to reduce pollutant discharges.

#### 7. Municipal Personnel Training and Education Component

Permittees shall ensure that all municipal personnel and contractors responsible for implementing Permit requirements, for operating municipal facilities covered under Section III.B.2 of this Permit, and for conducting inspections required under Section III.B1-5 of this Permit are adequately trained and educated to perform such tasks.

#### 8. Fiscal Analysis

Each Permittee shall conduct a fiscal analysis of its urban runoff management program in its entirety, including development and implementation of both SWMP and Pollutant Load Reduction Plans (IV.C below), along with operations and maintenances costs. Such analysis shall include a description of the source(s) of funds that are proposed to meet the necessary expenditures, including legal restrictions on the use of such funds.

### **IV. Lake Tahoe Total Maximum Daily Load Implementation – Pollutant Load Reduction Requirements**

#### A. Baseline Pollutant Loads

The Lake Tahoe TMDL expresses waste load allocations for the urban upland source, including discharges from the Permittee's municipal storm water collection, conveyance, and treatment facilities, as percent reductions from a basin-wide baseline load. The baseline basin-wide pollutant loads for the

TMDL reflect conditions as of water year 2003/2004 (October 1, 2003 – September 30, 2004), hereafter referred to as “baseline”.

To translate basin-wide urban runoff load reduction requirements into jurisdiction-specific load reduction requirements, the Permittees have conducted jurisdiction-scale baseline load analyses using the most up-to-date version of the Pollutant Load Reduction Model (Version 2.1). The submitted baseline pollutant load estimates are the basis for the particle number- and mass-based effluent limits in this Permit (Table IV.B.1).

Permittees may gather additional information in the future to enhance the accuracy of the baseline load analysis. Similarly, numeric models used to estimate pollutant loads may be improved over time. Should a Permittee determine that updated load estimation tools or other information are expected to change its baseline pollutant load estimate, they may request the Water Board amend its baseline load estimate. Requests for baseline load estimate amendment must include a description of any new information informing the estimate, the magnitude of the proposed adjustment, and a discussion of how the baseline load estimate adjustment will (or will not) change the Permittees Pollutant Load Reduction Plan.

#### B. Pollutant Load Reduction Requirements and Water Quality-Based Effluent Limits

For the second five-year TMDL milestone, jurisdiction-specific waste load reduction requirements, incorporated into this Permit as average annual particle number- and mass-based effluent limits (Table IV.B.1), are calculated by multiplying the percent reduction specified for the urban uplands source category for each pollutant by each jurisdiction’s individual baseline load.

Each jurisdiction must reduce fine sediment particle (FSP), total phosphorus (TP), and total nitrogen (TN) loads by 21%, 14%, and 14%, respectively, by **September 30, 2020**.

**Table IV.B.1 – Maximum average annual particle number- and mass-based effluent limits for Fine Sediment Particles (FSP) Total Phosphorus (TP) and Total Nitrogen (TN) to meet the second five-year TMDL milestone**

Jurisdiction	Baseline FSP (# of particles)	FSP Allowable Load	Baseline TP (lbs/year)	TP Allowable Load	Baseline TN (lbs/year)	TN Allowable Load
El Dorado County	1.63E19	1.29E19	1,170	1,006	4,170	3,586
Placer County	2.64E19	2.09E19	2,280	1,961	8,860	7620
City of South Lake Tahoe	2.44E19	1.93E19	2,063	1,774	8,185	7039

Pollutant load reductions shall be measured in accordance with the processes outlined in the Lake Clarity Crediting Program Handbook (Attachment D). To demonstrate compliance with the average annual fine sediment particle pollutant load reduction requirements outlined in Table IV.B.1, each Permittee must earn and maintain Lake Clarity Credits in accordance with Table IV.B.2 for the 2020 water year (October 1, 2019 - September 30, 2020), and for subsequent water years.

To demonstrate interim progress at achieving required pollutant load reductions, each Permittee shall earn and maintain enough Lake Clarity Credits to demonstrate a 15% FSP reduction as specified in Table IV.B.2 below by **September 30, 2018** and for subsequent water years.

**Table IV.B.2 – Minimum Lake Clarity Credit Requirements**

Jurisdiction	Interim Lake Clarity Credit* Requirement (Sept. 30, 2018)	Second 5-year Lake Clarity Credit* Requirement (Sept. 30, 2020)
El Dorado County	245	342
Placer County	396	554
City of South Lake Tahoe	372	521

\*The Lake Clarity Crediting Program Handbook defines one (1) Lake Clarity Credit as equal to  $1.0 \times 10^{16}$  fine sediment particles with a diameter less than 16 micrometers

To ultimately achieve the deep water transparency standard, Permittees shall reduce FSP, TP, and TN loading according to the requirements in the Lake Tahoe TMDL outlined for the "Urban Upland" pollutant source (Attachment B). In accordance with the TMDL, incremental pollutant load reductions will result in attaining the deep water transparency standard by the year 2076.

#### C. Pollutant Load Reduction Plans

Each Permittee shall update previously submitted Pollutant Load Reduction Plans (PLRPs) to describe how it expects to meet the pollutant load reduction requirements described in Section IV.B above. Permittees shall submit an updated plan no later than **March 15, 2018** that shall include, at a minimum, the following elements:

##### 1. Catchment registration schedule

Each PLRP shall include a list of catchments and/or roadway areas the Permittee plans to register pursuant to the Lake Clarity Crediting Program (see Attachment D) to meet load reduction requirements.

2. Proposed pollutant control measures

For each proposed registered area, the Permittees shall describe storm water program activities to reduce fine sediment particle, total phosphorus, and total nitrogen loading.

3. Pollutant load reduction estimates

For each proposed registered area, Permittees shall provide estimates of both baseline pollutant loading and expected pollutant loading to demonstrate that proposed actions will, over the course of this Permit term, reduce the Permittee's jurisdiction-wide pollutant load by the amounts specified in Section IV.B above.

4. Annual adaptive management

The PLRP shall include a description of the internal process and procedures to annually assess storm water management activities and associated load reduction progress. The adaptive management discussion shall describe how the Permittee will use information from the previous years' monitoring and implementation efforts to make needed adjustments to ensure compliance with the load reduction requirements specified in Section IV.B.

D. Land Use Changes and Management Practices

If either land use changes or management practices associated with development or re-development result in a reduction of pollutant loads from the estimated baseline, then this reduction can be counted toward meeting pollutant load reduction requirements. Conversely, actions to eliminate any pollutant load *increase* from these changes will not be counted towards the annual load reduction requirements.

In accordance with the Basin Plan, Permittees must ensure that changes in land use, impervious coverage, or operations and maintenance practices do not increase a catchment's average annual baseline pollutant load.

E. Storm Water Facility Operations and Maintenance

Permittees shall operate and maintain storm water collection, conveyance, and treatment facilities to ensure, at a minimum, the baseline pollutant loading specified in Table IV.B.1 does not increase.

**F. Pollutant Load Reduction Monitoring Requirements**

Permittees shall comply with all monitoring and reporting requirements specified in Section I of the attached Monitoring and Reporting Program (Attachment C).

**V. Receiving Water Limitations**

The Permittees shall comply with discharge prohibitions specified in Sections I and II of this Permit through timely implementation of control measures and other actions to reduce pollutants in the discharges in accordance with the Permittees' SWMPs and other requirements of this Permit, including any modifications. The Permittees' SWMPs shall be designed to achieve compliance with the requirements of Sections I and II of this Permit. If exceedances of water quality objectives or water quality standards (collectively, WQS) persist notwithstanding implementation of the SWMPs and other requirements of this Permit, the Permittees shall assure compliance with discharge prohibitions and receiving water limitations in Sections I and II of this Permit by complying with the following procedure:

1. Upon a determination by either the Permittee or the Water Board that discharges are causing or contributing to an exceedance of an applicable WQS, the Permittee shall notify and thereafter submit a report to the Water Board that describes Best Management Practices (BMPs) that are currently being implemented and additional BMPs that will be implemented to prevent or reduce any pollutants that are causing or contributing to the exceedance of WQSS. The report may be incorporated into the annual report required under Section IV of the Monitoring and Reporting Program (Attachment C) unless the Water Board directs an earlier submittal. The report shall include an implementation schedule. The Water Board may require modifications to the report.

If program modifications are needed to incorporate new or revised BMPs, adjust implementation schedules, or add additional monitoring, the Permittee will make such changes and notify the Water Board of any programmatic adjustments made.

2. If changes have been made, implement the revised SWMP and monitoring program in accordance with the approved schedule.

So long as the Permittee has complied with the procedures set forth above and is implementing its revised SWMP, the Permittee does not have to repeat the same procedure for continuing or recurring exceedances of the same receiving water limitations unless directed by the Water Board to develop additional BMPs.

**VI. Administrative Provisions**

- A. The Water Board reserves the right to revise any portion of this Order upon legal notice to, and after opportunity to be heard is given to, all concerned parties.
- B. Permittees may request the Water Board consider Permit revisions if new information arises that would influence Permittees ability to comply with pollutant load reduction requirements. Such a request must include and be supported by information consistent with that developed pursuant to Permit Sections III.B.8 and IV.C.
- C. All terms of the attached Monitoring and Reporting Program (Attachment C) are hereby incorporated by reference as requirements under this Permit.
- D. Each Permittee shall comply with the Standard Provisions, Reporting Requirements, and Notifications contained in Attachment G of this Order. This includes 24 hour/5 day reporting requirements for any instance of non-compliance with this Order as described in section B.6 of Attachment G.
- E. All plans, reports, and subsequent amendments submitted in compliance with this Order shall be implemented immediately (or as otherwise specified) and shall be an enforceable part of this Order upon submission to the Regional Board. All Permittee submittals must be responsive to, and consistent with the requirements of this Order.
- F. This Order expires on **March 9, 2022**. The Permittees must file a report of waste discharge in accordance with Title 23, California Code of Regulations, no later than 180 days in advance of such date as application for an updated Municipal NPDES Permit.

The report of waste discharge must include a preliminary Pollutant Load Reduction Plan as outlined in Permit Sections IV.C.2 and IV.C.3. The preliminary Pollutant Load Reduction Plan shall describe how each Permittee could meet the pollutant load reduction requirements for the third five-year TMDL implementation period, defined as the ten-year load reduction milestone in Attachment B. Specifically, the preliminary Pollutant Load Reduction Plans shall demonstrate how each Permittee could reduce baseline fine sediment particle, total nitrogen, and total phosphorus loads by 34 percent, 19 percent, and 21 percent, respectively, by the end of the next permit term.

## G. Table of Required Submittals

Permit Submittal	Permit Section	Submittal/Required Completion Date
Statement of Legal Authority	III.A.4	March 15, 2018
Updated Pollutant Load Reduction Plan	IV.C	March 15, 2018
Report of Waste Discharge and preliminary Pollutant Load Reduction Plan	VI.D	September 10, 2021
Monitoring and Reporting Program Submittal	Attach. C Section	Submittal/Required Completion Date
Annual Report	IV	March 15, 2018 and annually thereafter

I, Patty Z. Kouyoumdjian, Executive Officer, do hereby certify that the forgoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Lahontan Region, on March 9, 2017.



PATTY Z. KOUYOUMDJIAN  
EXECUTIVE OFFICER

- Attachments:
- A. Fact Sheet
  - B. Pollutant Load Allocation Tables
  - C. Monitoring and Reporting Program
  - D. Lake Clarity Crediting Program Handbook
  - E. Water Quality Objectives
  - F. Compliance with Water Quality Objectives
  - G. Standard Provisions, Reporting Requirements, and Notifications



## **ATTACHMENT A**

### **FACT SHEET FOR**

### **RENEWED WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR STORM WATER/URBAN RUNOFF DISCHARGES FROM EL DORADO COUNTY, PLACER COUNTY, AND THE CITY OF SOUTH LAKE TAHOE**

**ORDER NO. R6T-2017-0010  
NPDES NO. CAG616001**

Pursuant to the requirements of section 124.8 and 124.56 of title 40 the Code of Federal Regulations (CFR), this Fact Sheet briefly sets forth the principal facts and the significant factual, legal, methodological and policy questions considered in preparing the draft permit.

#### **Background**

In 1972, the federal Water Pollution Control Act (also referred to as the Clean Water Act [CWA]) was amended to provide that the discharge of pollutants to waters of the United States from any point source is unlawful unless the discharge is in compliance with a NPDES permit. The 1987 amendments to CWA added section 402(p), which established a framework for regulating storm water discharges under the NPDES Program. Subsequently, in 1990, the U.S. Environmental Protection Agency (U.S. EPA) promulgated regulations for permitting storm water discharges from industrial sites (including construction sites that disturb five acres or more) and from municipal separate storm sewer systems (MS4s) serving a population of 100,000 people or more. (40 C.F.R. 122.26.) These regulations, known as the Phase I regulations, require operators of medium and large MS4s to obtain storm water permits. On December 8, 1999, U.S. EPA promulgated regulations, known as Phase II, requiring permits for storm water discharges from Small MS4s and from construction sites disturbing between one and five acres of land. (40 C.F.R. 122.30 - 122.37.) The Phase I regulations provide that States, such as California, with approved NPDES programs, may require any discharger who contributes to a violation of water quality standards or is a significant contributor of pollutants to waters of the United States to obtain storm water permits regardless of population size. (40 C.F.R. 122.26(a)(v).)

Portions of El Dorado County and Placer County and the entire jurisdiction of the City of South Lake Tahoe (hereafter referred to as “municipalities,” “urban jurisdictions” or “Permittees”) lie within the Lake Tahoe Hydrologic Unit. Because Lake Tahoe is an Outstanding National Resource Water negatively impacted by urban runoff discharged from these municipalities, the Lahontan Regional Water

Quality Control Board adopted Order 6-92-02 in January 1992 as part of the Phase I NPDES program to regulate MS4s on the California side of the Lake Tahoe watershed. The NPDES Storm Water Permit provided the Water Board a mechanism to work with the local municipalities to improve storm water management practices in the Tahoe area.

### **Legal Authority**

The CWA authorized the USEPA to permit a state to serve as the NPDES permitting authority in lieu of the USEPA. The State of California has in-lieu authority for the NPDES program. The Porter-Cologne Water Quality Control Act authorized the State Water Resources Control Board (State Board), through the Water Boards, to regulate and control the discharge of pollutants into waters of the State. The State Board entered into a Memorandum of Agreement with the USEPA on September 22, 1989 to administer the NPDES Program governing discharges to waters of the United States.

The terms of this permit solely implement the federal requirements under the CWA sections 402(p) and 303(d), and the associated regulations.

### **Lake Tahoe Total Maximum Daily Load**

Lake Tahoe is designated an Outstanding National Resource Water (ONRW) by the State Board and the USEPA due to its extraordinary deep water transparency. However, the lake's deep water transparency has been impaired over the past four decades by increased fine sediment particle inputs and stimulated algal growth caused by elevated nitrogen and phosphorus loading.

The Water Board, and the Nevada Division of Environmental Protection (NDEP) developed the bi-state Lake Tahoe Total Maximum Daily Load (TMDL) to identify the pollutants responsible for deep water transparency decline, quantify the major pollutant sources, assess the lake's assimilative capacity, and develop a plan to reduce pollutant loads and restore Lake Tahoe's deep water transparency, as measured by the Secchi depth, to the annual average levels recorded in 1967-1971.

The ongoing decline in Lake Tahoe's water quality is a result of light scatter from fine sediment particles (primarily particles less than 16 micrometers in diameter) and light absorption by phytoplankton. The addition of nitrogen and phosphorus to Lake Tahoe contributes to phytoplankton growth. Fine sediment particles are the most dominant pollutant contributing to the impairment of lake waters, accounting for roughly two thirds of the lake's impairment. Consequently, fine sediment particles, total nitrogen, and total phosphorus are the pollutants of concern at Lake Tahoe.

To achieve the transparency standard, estimated fine sediment particle, phosphorus, and nitrogen loads must be reduced by 65 percent, 35 percent, and 10 percent, respectively. Given the magnitude of the needed load reductions and the current available understanding of load reduction options, achieving the load reductions needed to meet the transparency standard is expected to take 65 years. A 20-year interim transparency goal, known as the Clarity Challenge, requires basinwide pollutant load reductions to be achieved within 15 years, followed by five years of monitoring to confirm that 24 meters of Secchi depth transparency has been reached. Implementation efforts must reduce basin-wide fine sediment particle, phosphorus, and nitrogen loads by 32 percent, 14 percent, and 4 percent, respectively, to achieve this goal.

The TMDL pollutant source analysis identified runoff from urban land uses as the primary source of fine sediment particle loading to Lake Tahoe, and the pollutant load allocations establish needed pollutant load reductions as a percent reduction from baseline pollutant load levels. The most significant and currently quantifiable load reduction opportunities are within the urban land uses. Because urbanized areas discharge the overwhelming bulk of the average annual fine sediment particle load reaching Lake Tahoe, much of the load reductions must be accomplished from this urban upland source. Even if it were feasible to completely eliminate the fine sediment particle load from the other three sources, (forest upland, atmospheric deposition, and stream channel erosion), the transparency standard would never be met.

Consequently, the Lake Tahoe TMDL implementation plan emphasizes actions to reduce fine sediment particle and associated nutrient loading from urban storm water runoff. Due to the magnitude of both the pollutant source and related control opportunities, the Water Board has devoted time and resources to develop detailed tools and protocols to quantify, track, and account for pollutant loads associated with urban runoff.

This NPDES Storm Water Permit is an important implementation tool that holds the municipal jurisdictions on the California side of the Lake Tahoe Basin accountable for achieving water quality improvements required by the Lake Tahoe TMDL. The Permit is also critical for maintaining consistency with the implementation tracking effort on the Nevada side of Lake Tahoe.

The renewed NPDES Storm Water Permit implements the second five-year pollutant load reduction milestone established by the Lake Tahoe TMDL. To ensure progress at achieving water quality improvement goals, the renewed Permit includes an interim compliance point at the second year of the permit term. The renewed permit also accelerates the TMDL five-year target into a four-year compliance point to ensure load reductions can be verified within the permit term.

## **Baseline Load Estimates**

The Lake Tahoe TMDL expresses waste load allocations for the urban upland source as percent reductions from a basin-wide baseline pollutant load. The basin-wide baseline pollutant load reflects conditions as of water year 2003/2004 (October 1, 2003 – September 30, 2004). To translate basin-wide waste load allocations for urban runoff into jurisdiction-specific waste load allocations for each of the municipalities, the Water Board required each of the municipalities to conduct a jurisdiction-scale baseline load analysis as the first step in the TMDL implementation process. To ensure comparability between the basin-wide baseline pollutant load estimates and the jurisdiction-scale baseline pollutant load estimates, municipalities have used a set of standardized baseline condition values consistent with those used to estimate the 2003/2004 basin-wide pollutant loads. Specifically, baseline pollutant load estimate calculations reflect infrastructure, land development conditions, and operations and maintenance practices that were in effect in October 2004. Due to the differences in analyzing hydrology at basin-wide and jurisdiction-specific scales, different modeling tools were needed to estimate average annual baseline pollutant loads.

The Pollutant Load Reduction Model (PLRM) provides pollutant load estimates at an appropriate scale for assessing jurisdiction-specific baseline fine sediment, total nitrogen, and total phosphorus loads. With guidance in support from the Permittees, the PLRM was revised during the previous permit term to better align roadway assessment methods with model variables and to address identified user inefficiencies. The Permittees re-assessed previously developed jurisdiction-specific baseline pollutant load estimates using the updated model version and provided revised values to the Water Board for inclusion in the renewed permit. The updated baseline load numbers were used to re-calculated needed load pollutant load reduction using percentages specified by the Lake Tahoe TMDL. In most instances the overall adjustment was minor.

Table IV.B.1 of the permit identifies the most recent baseline pollutant load estimates for each municipality and sets out the allowable load.

## **Lake Clarity Crediting Program**

The Lake Clarity Crediting Program provides a system of tools and methods to allow urban jurisdictions to link projects, programs, and operations and maintenance activities to estimated pollutant load reductions. In addition to providing a consistent method to track compliance with TMDL pollutant load reduction requirements, the Lake Clarity Crediting Program provides specific technical guidance for calculating jurisdiction-scale baseline load estimates. The Lake Clarity Crediting Program makes use of cutting-edge numeric modeling tools and field inspection methods to estimate water quality benefits and link modeled estimates to actual on-the-ground conditions. This program, the first of its kind in the nation, provides a robust method to hold municipalities responsible

for required water quality improvements and offers transparent protocols for demonstrating progress.

This NPDES Storm Water Permit requires the municipalities to use the Lake Clarity Crediting Program Handbook (Attachment D) to assess compliance with load reduction requirements specified in the Lake Tahoe TMDL (Attachment B).

### **Pollutant Load Reduction Plans**

The Lake Tahoe TMDL requires Lake Tahoe basin municipalities to develop and implement comprehensive Pollutant Load Reduction Plans (PLRPs) describing how proposed operations and maintenance activities, capital improvements, facilities retrofit projects, ordinance enforcement, and other actions will meet required pollutant load reduction requirements. PLRPs provide the Permittees the opportunity to prioritize pollutant load reduction efforts and target sub-watersheds, or catchments that generate the highest annual average pollutant loads in a cost effective manner.

By necessity, the PLRPs are expected to provide only a general implementation plan that identifies specific catchments targeted for implementation and expected load reduction measures. The Permit requires the municipalities to estimate the anticipated cumulative water quality benefit over a five year period and support those estimates with representative modeling results. As implementation progresses, these estimates will be refined as the municipalities declare credits pursuant to the Lake Clarity Crediting Program. Over time, the Permittees will likely need to adjust their individual PLRPs to reflect updated information regarding implementation progress and load reduction estimate refinement.

This NPDES Storm Water Permit implements the requirement to develop and submit PLRPs consistent with Lake Tahoe TMDL requirements. While the PLRPs do not alter pollutant load reduction requirements or other performance standards, they do describe the municipalities' proposed methods and plans to achieve compliance with pollutant load reduction requirements and associated mass- and particle-based effluent limits listed in Section IV.B of the Permit.

Order R6T-2011-0101A required the Permittees to develop and submit detailed PLRPs consistent with Lake Tahoe TMDL requirements. The Permittees submitted the necessary documents by March 15, 2013. Water Board staff reviewed the submitted PLRPs, circulated them for public comment, and brought them before the Water Board for approval at its June 2013 meeting.

Order R6T-2011-0101A also required the Permittees to submit preliminary PLRPs prior to the 2016 permit expiration date. Although the preliminary plans provide a framework for achieving the next load reduction milestone, the renewed permit requires the Permittees to conduct a more robust update during the first year of the permit term.

Section IV.A of the Monitoring and Reporting Program requires the Permittees to annually assess PLRP progress and, if necessary, propose changes.

### **Control of Pollutants of Concern**

The CWA provides that storm water permits for MS4 discharges shall contain controls to reduce the discharge of pollutants to the “maximum extent practicable including management practices, control techniques and system, design and engineering methods, and such other provisions as the Administrator or the State determines appropriate for the control of such pollutants.” (CWA 402(p)(3)(B)(iii).) Under this provision, the Water Board has the authority to include requirements for reducing pollutants in storm water discharges as necessary for compliance with water quality standards. (*Defenders of Wildlife v. Browner*, 191 F.3d 1159, 1166 (9<sup>th</sup> Cir. 1999).)

Where MS4 discharges have the reasonable potential to cause or contribute to a water quality standard excursion, EPA recommends that MS4 permits “place a greater emphasis on clear, specific measurable permit requirements” and, where feasible, that MS4 permits include numeric effluent limitations.” (“Revisions to the November 22, 2002 Memorandum ‘Establishing Total Maximum Daily Load (TMDL) Wasteload Allocations (WLAs) for Storm Water Sources and NPDES Permit Requirements Based on Those WLAs’,” November 26, 2014 (hereafter referred to as “US EPA 2014 Memorandum”), at pp. 2, 5.)) “[N]umeric’ effluent limitations refer to limitations with a quantifiable or measurable parameter related to a pollutant (or pollutants). Numeric WQBELs may include other types of numeric limits in addition to end-of-pipe limits. Numeric WQBELs may include, among others, limits on pollutant discharges by specifying parameters such as on-site storm water retention volume or percentage or amount of effective impervious cover, as well as the more traditional pollutant concentration limits and pollutant loads in the discharge” (US EPA 2014 Memorandum at p. 4, fn. 5.). The purpose of including numeric requirements is “to establish a more objective and accountable means for reducing pollutant discharges that contribute to water quality problems” (US EPA 2014 Memorandum at p. 5.). The numeric load reduction requirements in this NPDES Storm Water Permit provide the referenced “objective and accountable means” that effectively link Permittee actions to expected water quality benefit and track progress in restoring Lake Tahoe’s historic transparency.

Where a State or EPA has established a TMDL for an impaired water that includes WLAs for storm water discharges, permits for MS4 discharges must contain effluent limits and conditions consistent with the requirements and assumptions of the WLAs in the TMDL. (40 CFR 122.44(d)(1)(vii)(B).) U.S. EPA recommends that WLAs for NPDES-regulated storm water discharges should be disaggregated into specific categories, as was done for the Lake Tahoe TMDL (US EPA 2014 Memorandum at p. 7). WLAs were established for four source categories – urban uplands, forest uplands, atmospheric deposition, and stream

channel erosion. This permit maintains particle- and mass-based effluent limits for fine sediment particles, total nitrogen, and total phosphorus based on requirements in the Lake Tahoe TMDL. By defining water quality improvement requirements in terms average annual loading of the pollutants of concern, this renewed permit is consistent with recent US EPA guidance and provides a direct link to the transparency impairment, the Lake Tahoe TMDL, and all associated research and monitoring findings.

Heavy metals, pesticides, and pathogens are typically of concern in MS4 discharges. Extensive monitoring conducted as required by previous NPDES Storm Water Permits concluded these common storm water pollutants are not prevalent in Lake Tahoe urban runoff. Furthermore, the receiving waters in the Lake Tahoe Hydrologic Unit are in attainment with all applicable water quality standards and there is no evidence storm water discharges are causing or have reasonable potential to cause or contribute to beneficial use impairment other than transparency loss. The stringent control actions required to achieve pollutant load reductions for fine sediment particles, total nitrogen, and total phosphorus will prevent any unanticipated increase in the discharge of metals, pesticides, and pathogens.

Under State Water Board precedent, MS4 permits must include numeric receiving water limitations (Order WQ 99-05 (*Environmental Health Coalition*)). Where dischargers need time to meet receiving water limitations, a permit can allow permittees to meet those limitations through an alternative compliance path that ensures an appropriate level of “rigor, transparency and accountability.” (Order WQ 2015-0075 (*MS4 Discharges Within the Coastal Watersheds of Los Angeles County*), p. 33.) The alternative compliance path must be as short as possible. (See *id.*, pp. 34-35, 60.) Order WQ 2015-0075 recognizes that the alternative compliance path approach in the Los Angeles permit is not appropriate for every situation.

This permit is unique in California as the only MS4 Permit that primarily regulates discharges to an ONRW. The TMDL load reduction effluent limitations and associated requirements already incorporate a compliance path toward meeting the water quality standards for lake clarity, total nitrogen and phosphorus. Dischargers in Nevada and California are implanting this program through a cooperative, bi-state process with U.S. EPA. The TMDL program requires compliance with interim load reduction requirements based on estimates of BMP performance developed through the Lake Clarity Crediting Program, and not on in-stream or end-of-pipe water quality measurements. These requirements are equivalent to the alternative compliance path the State Water Board upheld in Order WQ 2015-0075. No alternative compliance path is necessary or appropriate for meeting receiving water limitations for non-TMDL constituents. The Permittees are already in compliance with those limitations and do not need time to implement new stormwater controls to avoid immediate non-compliance.

## **Storm Water Management Plans**

To provide consistency with federal regulations (40 CFR 122.26(d)(2)(iv)) and address deficiencies noted by a United States Environmental Protection Agency audit of Order 6-00-82, the primary goal of the previous NPDES Storm Water Permits (R6T-2005-0026 and R6T-2011-0101A) was to require the Permittees to develop and implement comprehensive storm water management programs. The previous permits required the jurisdictions to prepare and implement a Storm Water Management Plan to (1) continue erosion control and storm water treatment project implementation; (2) inspect and control runoff from construction, industrial, commercial, and residential sites; (3) develop a storm water education program for municipal staff and the public; (4) detect and eliminate illicit discharges; (5) provide for public participation; (6) assess program effectiveness; (6) inspect roadways and other municipal storm water facilities; (7) manage traction abrasive and deicing application and recovery; and (8) evaluate program funding needs and provide fiscal management plan.

Order R6T-2011-0101A required the Permittees to submit updated Storm Water Management Plans to align programmatic efforts with permit requirements. The three Permittees submitted plans by October 1, 2013 as required. Water Board staff reviewed the submitted material and found the plans compliant with permit requirements, posted the plans on the Water Board website for public access, and accepted the plans as submitted.

The 2013 Storm Water Management Plans provide the needed programmatic framework for implementing necessary storm water management activities, and Section III.B of this renewed permit requires the Permittees to continue implementing current programs and revisit and update their existing Storm Water Management Plans as needed.

## **Monitoring Requirements**

The Lake Clarity Crediting Program relies on numeric modeling tools to provide estimates of average annual pollutant loading and of water quality benefit associated with various management strategies. A series of condition assessment methods have been developed to link on-the-ground field conditions to model input variables to determine whether actual treatment facility and roadway conditions are consistent with modeled assumptions. Monitoring and Reporting Section I.E requires Permittees to conduct condition assessments of all roadways and runoff treatment facilities consistent with established methods for all catchments registered under the Lake Clarity Crediting Program. By emphasizing field condition assessments, the Permit requires the Permittees to focus limited staff resources on gathering meaningful information to verify model estimate parameters. If field conditions are consistent with modeled variables, then it is more likely that actual pollutant loading is consistent with modeled pollutant load estimates.



Effective implementation and pollutant load reduction tracking requires a well-designed water quality monitoring program that can be applied with an adaptive management framework. The Lake Tahoe Regional Storm Water Monitoring Program (RSWMP) was developed to meet this purpose for urban storm water. In collaboration with Lake Tahoe basin stakeholders and agency representatives, the RSWMP established a series of goals and objectives to guide urban storm water monitoring, crafted a detailed Framework and Implementation Guidance document, and prepared and implemented an effective monitoring program on behalf of the Permittees.

The Permit requires Permittees to continue supporting the RSWMP effort to gather data at a catchment scale to help assess whether modeled water quality improvements are being realized and monitor the effectiveness of selected water quality improvement practices to inform model input parameters and improve treatment facility design and operations and maintenance efforts. Data collection conducted by RSWMP with Permittee support provides critical data to inform future TMDL and NPDES Storm Water Permit programmatic adjustment and evaluate long-term load reduction accomplishments.

### **Anti-degradation Objective**

On October 28, 1968, the State Water Resources Control Board adopted Resolution No. 68-16, "Statement of Policy with Respect to Maintaining High Quality of Waters in California," establishing a policy for the protection of water quality. This policy, referred to in the Basin Plan as the Anti-degradation Objective, requires continued maintenance of existing high quality waters.

Under the Anti-degradation Objective, whenever the existing quality of water is better than that needed to protect all existing and probable future beneficial uses, the existing high quality shall be maintained until or unless it has been demonstrated to the State that any change in water quality will be consistent with the maximum benefit of the people of the State, and will not unreasonably affect present and probable future beneficial uses of such water. Therefore, unless these conditions are met, background water quality concentrations (the concentrations of substances in natural waters as they existed in 1968, when the degradation policy was adopted, that are unaffected by waste management practices or contamination incidents) are appropriate water quality goals to be maintained. In accordance with 40 CFR 131.12(a)(3), no permanent or long term reduction in water quality is allowed in areas, like Lake Tahoe, that have been given special protection as Outstanding National Resource Waters.

Storm water discharges from the municipal jurisdictions are contributing to the degradation of Lake Tahoe's transparency, which violates the above-referenced objective, as documented by the Lake Tahoe TMDL. This NPDES Storm Water

Permit is intended to improve storm water quality and reduce the negative impacts associated with urban runoff.

### **Public Participation**

The Lahontan Water Board encourages public participation in the Permit adoption process. This proposed Municipal NPDES Permit has been developed for review and comment by the public. As a step in the Water Board approval process, the Lahontan Water Board staff developed a “tentative” Permit for circulation and engaged directly with co-permittees and interested stakeholders during the 45-day comment period.

### **Notification of Interested Parties**

On January 6, 2017 the Water Board notified dischargers, interested agencies, and other interested parties of its intent to renew the Municipal NPDES Permit for storm water discharges from the City of South Lake Tahoe and portions of El Dorado and Placer Counties within the Lake Tahoe Hydrologic Unit. The Water Board provided interested parties with the opportunity to submit written comments and recommendations on the draft tentative permit by February 20, 2017. Notification was provided through electronic mailing, list serve system emails, and posting on the Lahontan Water Board website. Lahontan Water Board staff made non-substantive adjustments to the permit based on comments received on the tentative draft. On February 24, 2017 the Lahontan Water Board notified dischargers, interested agencies, and other interested parties of the Water Board’s intent to consider adopting the revised permit at its March 9, 2017 meeting in South Lake Tahoe. Notification was provided through mailing, list serve system emails, newspaper notifications, and posting on the Lahontan Water Board website.

### **Public Workshop**

The Lahontan Water Board conducted a public workshop on November 10, 2017 to discuss issues relating to the Permit renewal process with the Board and interested parties.

### **Public Hearing**

The Lahontan Water Board has scheduled a public hearing to consider adopting the renewed permit. The Board meeting is scheduled as follows:

Date: March 9, 2017  
Time: 8:30 AM  
Location: Lahontan Water Board Annex Hearing Room  
971 Silver Dollar Avenue  
South Lake Tahoe, CA 96150

Interested persons are invited to attend. At the public meeting, the Lahontan Water Board will hear testimony, if any, pertinent to the discharge and the Permit. Oral testimony will be heard; however, for accuracy of the record, important testimony should be in writing.

Please be aware that dates and venues may change. The public can access the current agenda for changes in dates and locations at the Water Board website: [www.waterboards.ca.gov/lahontan](http://www.waterboards.ca.gov/lahontan)

### **Petitions**

Any aggrieved person may petition the State Water Resources Control Board to review the decision of the Lahontan Water Board regarding the final Permit. The petition must be submitted within 30 days of the Lahontan Water Board's action to the following address:

State Water Resources Control Board  
Office of Chief Counsel  
P.O. Box 100, 1001 I Street  
Sacramento, CA 95812-0100

### **Information and Copying**

The proposed Permit, comments received, and other information are on file and may be inspected at the Lahontan Water Board at any time between 8:30 a.m. and 4:45 p.m., Monday through Friday, at 2501 Lake Tahoe Boulevard, South Lake Tahoe, CA 96150. Copying of documents may be arranged through the Lahontan Water Board by calling (530) 542-5400.

### **Register of Interested Persons**

Any person interested in being placed on the mailing list for information regarding the WDRs and NPDES permit should contact the Lahontan Water Board, reference this Permit, and provide a name, email address, and phone number.

### **Additional Information**

Requests for additional information or questions regarding this order should be directed to Robert Larsen, Senior Environmental Scientist, at 530-542-5439 or by email at [Robert.Larsen@waterboards.ca.gov](mailto:Robert.Larsen@waterboards.ca.gov).

# ATTACHMENT B

## POLLUTANT LOAD ALLOCATION TABLES

**Fine Sediment Particle Load Allocations by Pollutant Source Category.**

	Baseline Load		Milestone Load Reductions												Standard Attainment
	Basin-Wide Load (Particles/yr)	% of Basin-Wide Load	5 yrs	10 yrs	15 yrs	20 yrs	25 yrs	30 yrs	35 yrs	40 yrs	45 yrs	50 yrs	55 yrs	60 yrs	65 yrs
<b>Forest Upland</b>	4.1E+19	9%	6%	9%	12%	12%	13%	14%	15%	16%	17%	18%	19%	20%	20%
<b>Urban Upland*</b>	3.5E+20	72%	10%	21%	34%	38%	41%	45%	48%	52%	55%	59%	62%	66%	71%
<b>Atmosphere</b>	7.5E+19	16%	8%	15%	30%	32%	35%	37%	40%	42%	45%	47%	50%	52%	55%
<b>Stream Channel</b>	1.7E+19	3%	13%	26%	53%	56%	60%	63%	67%	70%	74%	77%	81%	85%	89%
<b>Basin Wide Total</b>	4.8E+20	100%	10%	19%	32%	35%	38%	42%	44%	47%	51%	55%	58%	61%	65%

**Total Nitrogen Load Allocations by Pollutant Source Category.**

Nitrogen	Baseline Load		Milestone Load Reductions												Standard Attainment
	Basin-Wide Nitrogen Load (MT/yr)	% of Basin-Wide Load	5 yrs	10 yrs	15 yrs	20 yrs	25 yrs	30 yrs	35 yrs	40 yrs	45 yrs	50 yrs	55 yrs	60 yrs	65 yrs
<b>Forest Upland</b>	62	18%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
<b>Urban Upland*</b>	63	18%	8%	14%	19%	22%	25%	28%	31%	34%	37%	40%	43%	46%	50%
<b>Atmosphere</b>	218	63%	0%	0%	1%	1%	1%	1%	1%	1%	1%	1%	2%	2%	2%
<b>Stream Channel</b>	2	1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
<b>Basin Wide Total</b>	345	100%	2%	3%	4%	5%	6%	6%	7%	7%	8%	8%	9%	9%	10%

**Total Phosphorus Load Allocations by Pollutant Source Category.**

Phosphorus	Baseline Load		Milestone Load Reductions												Standard Attainment
	Basin-Wide Phosphorus Load (MT/yr)	% of Basin-Wide Load	5 yrs	10 yrs	15 yrs	20 yrs	25 yrs	30 yrs	35 yrs	40 yrs	45 yrs	50 yrs	55 yrs	60 yrs	65 yrs
<b>Forest Upland</b>	12	32%	1%	1%	1%	2%	1%	1%	2%	2%	2%	2%	2%	3%	3%
<b>Urban Upland*</b>	18	47%	7%	14%	21%	23%	26%	28%	31%	33%	36%	38%	41%	44%	46%
<b>Atmosphere</b>	7	18%	9%	17%	33%	36%	39%	42%	45%	48%	51%	53%	56%	58%	61%
<b>Stream Channel</b>	1	3%	8%	15%	30%	32%	34%	36%	38%	40%	42%	44%	46%	48%	51%
<b>Basin Wide Total</b>	38	100%	5%	10%	17%	19%	22%	24%	26%	28%	30%	32%	33%	34%	35%

\* Urban upland load reduction requirements constitute waste load allocations for the City of South Lake Tahoe, El Dorado County, Placer County, and the California Department of Transportation.

# ATTACHMENT C

## STATE OF CALIFORNIA

### CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD LAHONTAN REGION

#### MONITORING AND REPORTING PROGRAM ORDER NO. R6T-2017-0010 NPDES NO. CAG616001

#### RENEWED WASTE DISCHARGE REQUIREMENTS AND NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT FOR STORM WATER/URBAN RUNOFF DISCHARGES FROM EL DORADO COUNTY, PLACER COUNTY, AND THE CITY OF SOUTH LAKE TAHOE WITHIN THE LAKE TAHOE HYDROLOGIC UNIT

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#### I. Pollutant Load Reduction Monitoring Requirements

##### A. Lake Clarity Crediting Program

The Lake Tahoe Total Maximum Daily Load (TMDL) established average annual pollutant load estimates and load reduction targets for total nitrogen, total phosphorus, and fine sediment particles for the major pollutant source categories. The Lake Clarity Program (Crediting Program) defines a system to evaluate and track pollutant load reductions to demonstrate compliance with the load reduction requirements for pollutants generated in the urban uplands. The program provides methods for consistently linking implementation of pollutant controls to average annual pollutant load reduction estimates using numeric modeling tools. It establishes Lake Clarity Credits (Credits) for actions taken to reduce pollutant loads as required by the Lake Tahoe TMDL.

Credits are used in this Monitoring and Reporting Program to provide a consistent metric for assessing compliance with average annual pollutant load reduction requirements. The Crediting Program guides interaction between the Water Board and Permittees regarding load reduction progress assessment.

Load reductions are defined as the difference between the estimated average annual amount of pollutants entering Lake Tahoe under standardized baseline conditions and the estimated average annual amount of pollutants entering the lake under expected conditions following management practice implementation.

Effective implementation of any pollutant control can generate credits, provided that the Permittees effectively demonstrate to the Water Board that the action (1) will reduce the load of the pollutants of concern to Lake Tahoe from urban land uses, (2) is supported by reasonable load reduction estimate, and (3) is implemented and maintained over time.

Effective implementation of pollutant controls results in actual conditions of treatment best management practices (BMPs) and/or roadways that are at or better-than the conditions used as the basis for modeled load reduction estimates, referred to as “expected” conditions. Actual conditions, as assessed during annual inspections outlined in Section I.E of this Monitoring and Reporting Program, are compared to the expected conditions to determine the appropriate amount of credit to award in a given year. When actual conditions are at or better-than expected conditions, the actual pollutant loading is considered to be the same or better than the expected pollutant loading and full Credit will be awarded. If actual conditions are worse than expected, the actual loading is considered to be higher than expected loading and the Credit award will be less than the full Credit potential amount.

The credit accounting period is a water year, October 1 through September 30. Each year is a unique accounting period – credits awarded in one year cannot be used to meet load reduction requirements in a subsequent or prior year.

The following sections briefly describe components of the Crediting Program protocols and establish phased Crediting Program implementation requirements.

#### B. Credit Definition and Credit Requirements

The Crediting Program Handbook (Attachment D) defines one (1) Lake Clarity Credit as equal to  $1.0 \times 10^{16}$  fine sediment particles with a diameter smaller than 16 micrometers ( $\mu\text{m}$ ).

To demonstrate compliance with the pollutant load reduction requirements outlined in Permit Table IV.B.1, each Permittee must earn and maintain Lake Clarity Credits in accordance with Permit Table IV.B.2.

#### C. Crediting Program Handbook

The Lake Clarity Crediting Program Handbook (Crediting Program Handbook) defines the protocols for implementing the Crediting Program. The Crediting Program Handbook provides detailed technical

guidance for estimating load reductions, preparing catchment credit schedules, reporting conditions and awarding credits.

Crediting Program Handbook is incorporated into the Permit as Attachment D and all Lake Clarity Crediting Program procedures are incorporated as enforceable requirements under this Permit. Within the context of this Monitoring and Reporting Program, all Crediting Program Handbook references to “regulator” should be understood to mean the Water Board.

D. Condition Assessments

Credits are awarded by the Water Board for ongoing implementation of effective pollutant control measures that result in actual, observable conditions of treatment BMPs and roadways that are consistent with the expected conditions used to estimate pollutant load reductions. Actual conditions, as determined by field inspection findings, are compared to expected conditions to determine the appropriate credit award. In some instances, partial credit may be awarded when actual conditions are worse than expected.

Actual field conditions are evaluated and compared with expected conditions used to estimate pollutant load reductions. Each Permittee shall conduct treatment BMP and roadway condition assessments as described in the Crediting Program Handbook for all registered catchments.

The Crediting Program Handbook describes the process for defining inspection needs, performing facilities inspections, and recording results for registered catchments.

Permittees shall use the Best Management Practices Maintenance Rapid Assessment Methodology (BMP RAM) and the Road Rapid Assessment Methodology (Road RAM) or their equivalents (subject to Water Board acceptance) to annually assess, score, and document the actual condition of treatment BMPs and roadways.

F. Condition Assessment Method Alternatives

Should a Permittee consider using a treatment facility assessment method other than the BMP RAM, the Permittee must submit a proposal to the Water Board Executive Officer for approval. The submittal must describe how the Permittee will demonstrate that the proposed equivalent method will effectively evaluate treatment facility condition based on treatment process (infiltration, particle settling, media filtration, or nutrient cycling), is capable of evaluating the condition of the BMP on



a 0-5 scale, with 5 representing the highest functioning condition, and produces repeatable results that are consistent with the BMP RAM.

Should a Permittee consider using a roadway condition assessment method other than the established Road RAM, it must submit a detailed proposal to the Water Board Executive Officer. The submittal must demonstrate that any proposed equivalent method will effectively evaluate roadway condition based on field observations of sediment accumulation, can demonstrably extrapolate results to other roadway areas, is capable of evaluating the condition of representative roadway segments on a 0-5 scale, with 5 representing the cleanest condition, and produces repeatable results consistent with the Road RAM.

The initial submittal for alternative condition assessment methods need not contain all technical information of the proposed alternative methods, but must establish a schedule for fully developing and submitting details for Water Board approval. Water Board staff and the Executive Officer will review any proposed alternatives and will bring the proposals before the Water Board for consideration.

#### G. Impacts Influencing Baseline Pollutant Loads

In accordance with the Basin Plan and Permit Section IV.D, Permittees must ensure that changes in land use, impervious coverage, or operations and maintenance practices do not increase a catchment's average annual baseline pollutant load.

For the 2017 water year (October 1 2016 – September 30, 2017) each Permittee shall conduct a general assessment of the changes in land use, impervious coverage, and operations and maintenance practices within their jurisdiction to determine whether such changes have increased the baseline average annual pollutant loading as described in Permit Table IV.B. The assessment need only consider land use, impervious cover, and operations and maintenance changes that have occurred in hydraulically connected areas not registered as part of the Crediting Program that may have occurred since the last assessment was conducted for the 2014 water year.

If Permittees determine that changes in baseline loading have occurred, each Permittee shall identify the specific areas where pollutant loads have changes and ensure those areas have been registered under the Crediting Program.

## II. Inspection Requirements

### A. Storm Water System Inspections

Visual inspection of storm water collection, conveyance, and treatment facilities is the most efficient tool to assess facility function and evaluate maintenance needs.

For portions of a Permittee's jurisdiction not included in a Crediting Program registered area, Permittees shall inspect its storm water collection, conveyance, and treatment systems **annually**. Permittees shall conduct facilities inspections between the period of time following spring snow melt and before fall rain and snow storms each year to provide the opportunity to perform facilities maintenance as needed.

Storm water facilities shall be inspected for signs of needed maintenance, evidence of erosion, damage from snow removal equipment, and accumulated sediment and debris. During inspections, Permittees shall also consider potential storm water pollutant sources including but not limited to:

- Private property/residential runoff
- Commercial property runoff
- Eroding cut slopes
- Eroding road shoulders
- Traction abrasive application
- Dislodged sediment from snow removal activities
- Vehicles tracking sediment onto the roadway
- Parking related erosion

Permittees shall implement an inspection documentation and tracking system to record inspection findings and prioritize maintenance needs. At a minimum, the tracking system shall provide mechanisms to document the following:

- Inspector's name
- Date and time of inspection
- Mapped inspection location (i.e. catchment)
- Observed system condition at time of inspection
- An assessment of needed maintenance or other follow-up actions
- Prioritization of needed maintenance

### B. Construction Site Inspections

Permittees shall establish construction site inspection frequencies based on the water quality prioritization described in Permit Section

III.B.1. Permittees shall inspect each construction site at a frequency sufficient to ensure that sediment and other pollutants are properly controlled and that unauthorized, non-storm water discharges are prevented.

Permittees shall implement a construction site inspection documentation and tracking system to record inspection findings. At a minimum, the tracking system shall provide mechanisms to document the following:

- Inspector's name
- Date and time of inspection
- Inspection location
- Observed facility conditions
- A summary of follow up and enforcement actions taken, if violations are observed.

C. Commercial, Industrial, and Municipal Site Inspections

Permittees shall establish commercial, industrial, and municipal site inspection frequencies based on the water quality prioritization described in Permit Section III.B.2. Each Permittee shall inspect each high priority commercial, industrial, and municipal site at least once annually.

Permittees shall implement a commercial, industrial, and municipal site inspection documentation and tracking system to record inspection findings. At a minimum, the tracking system shall provide mechanisms to document the following:

- Inspector's name
- Date and time of inspection
- Inspection location
- Observed facility conditions
- A summary of follow up and enforcement actions taken, if violations are observed.

D. Traction Abrasive and Deicing Material

The goal of traction abrasive monitoring program is to measure the quality and quantity of material applied and recovered. To meet that objective, Permittees shall implement a program that, at a minimum, includes the following:

1. Specifications for the amounts of fine sediment particles, total nitrogen, and total phosphorus allowable in material the Permittee applies as traction abrasives.
2. A program to sample supplied traction abrasive materials to determine whether materials meet the specifications defined according to II.D.1 above.
3. A system to track and record the total amount of abrasive and deicing material applied to its roads and parking areas per winter season. Materials applied to Permittee roads by other authorized entities shall be tracked and recorded along with Permittee applied material.
4. A system to track and record the location and amount that maintenance crews, Permittee contractors, or other authorized entities apply abrasive and deicing material (i.e. amount applied per “zone”).
5. A system to track and record the amount of sediment and other material recovered from sweeping and vacuum extraction operations. Permittees shall report separate sediment amounts recovered by sweeping and vacuum equipment, per “zone”.

### III. Water Quality Monitoring Requirements

#### A. Catchment Scale Runoff Water Quality Monitoring

The Crediting Program and associated load estimation tools, including the Pollutant Load Reduction Model (PLRM), estimate the average annual pollutant load reductions as a result of pollutant control actions. Storm water monitoring is needed to verify that implementing cumulative pollutant control actions is resulting in measurable pollutant load reductions at the catchment scale. Documenting and reporting pollutant load reductions at select runoff outlets will help verify that the jurisdictions cumulative pollutant control actions are effective and confirm credit awards are warranted.

To assess the water quality at the urban catchment outfalls and provide load estimation tool comparison data, each Permittee shall, at a minimum:

1. Establish monitoring locations at storm water outfalls of no less than two (2) catchment areas that discharge directly to surface waters.
2. Obtain continuous flow data at the catchment outfall and report data as seasonal [Fall/Winter (October 1 – February 28) Snow melt (March 1 –

May 31) and Summer (June 1 – September 30)] total outflow volumes (in cubic feet).

3. Collect six (6) to twelve (12) samples every 24 hours, per event.

Collect samples for each seasonal event type (rain-on-snow, snowmelt, summer thunderstorm, fall rain) spanning storm event hydrographs. Due to the large total volume of the spring snowmelt, collect supplemental samples periodically throughout the snow melt hydrograph. Use the range of samples collected to estimate the snowmelt event mean concentration (mg/L) for each year sampled.

4. Analyze all collected water samples for the Lake Tahoe TMDL pollutants of concern – fine sediment particles, total suspended sediment, total nitrogen, and total phosphorus. The priority pollutant is fine sediment particles (FSP) less than 16 micrometers ( $\mu\text{m}$ ) in diameter, that should be reported as both concentration by mass (mg/L) and the number of particles per liter of water. Samples collected and analyzed for FSP shall span the range of expected FSP concentrations experienced at the selected outfall.
5. Total nitrogen, total phosphorus, and total suspended solids sample analyses may be conducted with lesser frequency than FSP analyses. Permittees must demonstrate the proposed approach will adequately reflect the range of nutrient and total suspended solid concentrations at the outfall. The sampling strategy shall include a range of event types that is proportional to their frequency of occurrence and total seasonal volume contributions.
6. Use collected data to estimate the average flow-weighted concentration of each pollutant for each season monitored.
7. Calculate the total load (mass in kilograms for total nitrogen, total phosphorus, and total suspended solids and number of particles for FSP) of each pollutant for each season monitored as the product of the total seasonal volume and the average seasonal concentration.
8. Use long-term regional meteorological data to identify whether the data were collected during dry, average, or wet seasons.
9. Follow quality assurance and sampling protocols established by the Regional Storm Water Monitoring Program (RSWMP) Quality Assurance Project Plan (May 2011) and Framework and Implementation Guidance Document (March 2015) for all sampling activities.

10. Maintain monitoring locations and collect samples for each water year (October 1 – September 30) of this Permit term.

B. Best Management Practice (BMP) Effectiveness Monitoring

The PLRM and other pollutant load estimation tools use the best available information to assess water quality benefits expected from implementing storm water treatment devices and other BMPs. Condition assessments are used to verify that the condition of a BMP or specific land use is being maintained at an acceptable condition. BMP effectiveness monitoring is needed to verify that each Permittee's BMP implementation and maintenance practices are resulting in actual measured pollutant load reductions. BMP effectiveness monitoring is also needed to improve installation and maintenance practices for various BMPs to optimize water quality benefits.

Each Permittee must, at a minimum:

1. Select at least one (1) storm water treatment device or other BMP and monitor effectiveness for at least three successive years.
2. If the selected BMP is a flow-through structure/device, obtain continuous flow at the inlet and outlet to support seasonal [Fall/Winter (October 1 – February 28) Snow melt (March 1 – May 31) and Summer (June 1 – September 30)] inflow and outflow volume reporting.

If the selected BMP is not a flow-through device, devise a reasonable method to obtain continuous flow at the inlet to support seasonal volume reporting of storm water treated/infiltrated/contained by the BMP.

If the selected BMP is a pollutant source control measure, the Permittee need not report hydrology and the monitoring plan shall describe methods to calculate the mass of pollutant controlled per land surface area.

3. Collect influent (or up gradient) and effluent (or down gradient) storm water samples to assess treatment device/activity performance.
4. Analyze all collected water samples for the Lake Tahoe TMDL pollutants of concern – fine sediment particles, total nitrogen, and total phosphorus. The priority pollutant is FSP reported as the number of particles per liter of water. Samples collected and analyzed for FSP shall span the range of expected FSP concentrations experienced at the inlet and outlet.

Total nitrogen, total phosphorus, and total suspended solids sample analyses may be conducted with lesser frequency than FSP analyses provided Permittees demonstrate the proposed approach will provide a representative sampling of the range of pollutant concentrations. The sampling strategy should include a range of event types that is proportional to their frequency of occurrence and total seasonal volume contributions.

5. Use collected data to estimate the average concentration of each pollutant for each season monitored.
6. If evaluating a pollutant or hydrologic source control BMP, describe a data collection approach and reasonable extrapolation method to estimate volume of runoff eliminated (hydrologic source control) or the mass of the pollutant, or number of particles eliminated per unit area of the land surface affected (pollutant source control). Describe how this value will be used to estimate pollutant loads controlled per season [Fall/Winter (October 1 – February 28) Snow melt (March 1 – May 31) and Summer (June 1 – September 30)].
7. Use long-term regional meteorological data to identify whether the data were collected during dry, average, or wet seasons.
8. Follow quality assurance and sampling protocols established by the RSWMP Quality Assurance Project Plan (May 2011) and Framework and Implementation Guidance Document (March 2015) for all sampling activities.

C. Monitoring Plan

By **March 15, 2018** each Permittee shall prepare and submit to the Water Board a storm water monitoring plan to implement the requirements described in Sections III.A and III.B above.

For catchment outfall monitoring, the plan shall describe how the requirements in Section III.A above will be met, including which catchments the Permittee proposes to monitor, proposed monitoring instrumentation, proposed sampling frequency, data management and proposed analysis and reporting methods. The monitoring plan shall include a detailed discussion of the rationale for the chosen sampling sites, methods, and frequency and a discussion of how the proposed monitoring will support, enhance, or otherwise inform the Permittee's existing load estimation or condition assessment methods and the Permittee's pollutant load reduction program.

For the BMP effectiveness monitoring, the plan shall describe how the requirements in Section III.B above will be met, including a description of the selected storm water treatment device or BMP, a discussion of influent (or upstream) and effluent (downstream) monitoring locations, and a description of how the proposed monitoring will evaluate the effectiveness of the chosen BMP and provide information to improve the collective understanding of how the chosen BMP should be installed and maintained over time.

The submitted monitoring plans must be reviewed and approved by the Water Board to ensure compliance with Permit and Monitoring and Reporting Program requirements.

D. Storm Water Monitoring Data Management

Electronic data shall be in a format compatible with the Surface Water Ambient Monitoring Program (SWAMP) database (See <http://mpsl.mlml.calstate.edu/swdataformats.htm>) and the *California Environmental Data Exchange Network (CEDEN)* at [www.ceden.org](http://www.ceden.org).

Permittees shall make all monitoring data and associated analytical reports available to managers of the RSWMP regional data center. Permittees shall notify stakeholders and members of the general public about the availability of electronic and paper monitoring reports through notices distributed through appropriate means, such as an electronic mailing list or posting on Permittee websites.

E. Storm Water Monitoring Compliance Options

To promote cost savings through economies of scale and avoid monitoring redundancy, Permittees may choose to comply with the storm water monitoring requirements by supporting the RSWMP effort to maintain no fewer than six (6) catchment monitoring sites and support ongoing monitoring to assess performance of no fewer than two (2) BMPs.

Should the Permittees chose to conduct monitoring described in Sections III.A and III.B above as part of the collaborative RSWMP effort, the group may submit a single storm water monitoring plan to fulfill the requirement contained in Section III.C above.

For each monitoring component that is conducted collaboratively, Permittees shall prepare a single report on behalf of all contributing Permittees; separate water quality monitoring reports are not required.



#### IV. Annual Reporting Requirements

For each water year (October 1-September 30), Permittees shall develop and submit an Annual Report by **March 15, 2018** and by **March 15** of each subsequent year of the permit term. Annual Reports shall include the following elements:

##### A. Pollutant Load Reduction Reporting

Each Permittee must describe actions taken to fulfill the requirements of Monitoring and Reporting Section I. Specifically, each Permittee's annual report must include a list of areas registered under this and previous Permits and a summary of applicable condition assessment results for all registered area pursuant to Section I.D above.

Each Permittee shall list its total credit award for the previous water year to demonstrate progress at meeting pollutant load reduction requirements.

Each Permittee shall describe load reduction progress in context of its Pollutant Load Reduction Plan (PLRP), including a discussion of whether Credit registration, load reduction estimates, and implementation actions are consistent with the submitted PLRP. Permittees shall discuss any deviations from submitted PLRPs, provide rationale for those deviations, and, if necessary, describe how the Permittee will compensate for any noted shortfalls in expected pollutant load reductions.

##### B. Storm Water Facilities Inspection Report

The annual report shall include a summary report of all storm water facility inspections performed pursuant to Section II.A of this Monitoring and Reporting Program. The report shall include a list of all areas inspected, a description of identified pollutant sources and/or problem areas, and a discussion of any planned or completed maintenance and/or enforcement follow up activities.

##### C. Construction Site Inspection Report

The annual report shall include a summary report of all construction inspections performed pursuant to Section II.B of this Monitoring and Reporting Program. The summary report shall include a list of all construction sites inspected, a description of identified problems, and a discussion of any planned or completed enforcement follow up activities.

D. Commercial, Industrial, and Municipal Site Inspection Report

The annual report shall include a summary of all commercial, industrial, and municipal site inspections performed pursuant to Section II.C of this Monitoring and Reporting Program. The summary shall include a list of all commercial, industrial, and municipal sites inspected, a description of identified problems, and a discussion of any planned or completed enforcement follow up activities.

E. Traction Abrasive and Deicing Material Report

The annual report shall include a summary report of the monitoring data collected pursuant to Section II.C of this Monitoring and Reporting Program.

F. Storm Water Monitoring Report

By March 15, 2018 and by **March 15** of each subsequent year of the Permit term, each Permittee shall submit a comprehensive electronic report that summarizes cumulative storm water monitoring results from the catchment load monitoring and BMP effectiveness evaluations conducted during the previous water year (October 1 – September 30).

The storm water monitoring report shall include, at a minimum, the following:

1. A discussion of monitoring purpose and study design and the underlying rationale.
2. Details of the data collection methods, sampling protocols and analytical methods including detection limits.
3. Quality Assurance/Quality Control summaries.
4. Maps and descriptions of all monitoring locations including latitude and longitude coordinates and data obtained at each location.
5. Raw analytical data that includes sample identification, collection date, time and analytical reporting results for all collected samples.
6. Documentation of data management procedure.
7. Details of data analysis, calculations and assumptions used to obtain results and draw conclusions.
8. Catchment outlet monitoring - data tables and graphical data summaries that include seasonal total volume (cubic feet),

seasonal average concentrations (milligrams/liter and number of particles/liter) and load (kilograms and number of particles) of each pollutant outlined in section III.A.4 of this Monitoring and Reporting Program.

9. Catchment outlet monitoring – provide interpretation of annually collected data relative to modeled average annual estimates and conduct an assessment of this data in the context of the water year type (wet, average, dry) using the regional meteorological analysis.
10. For long-term catchment monitoring, provide recent data in context with cumulative comparable results from previous years, noting trends. Consider the season type (wet, average, dry,) for each seasonal data point when evaluating trends and inter-annual variability in catchment results. Compare measured pollutant loads with modeled average annual variables and model outputs.
11. For flow-through BMPs - data tables and graphical data summaries of seasonal volume (cubic feet), average inlet and outlet pollutant concentrations (milligrams/liter and number of particles/liter) and pollutant loads (kilograms and number of particles) for each pollutant outlined in section III.B.4 of this Monitoring and Reporting Program. Permittees shall report the seasonal storm water volume (cubic feet) and pollutant load reduced (kilograms and number of particles) for each pollutant for each season of measure.
12. For hydrologic or pollutant source control BMPs - data tables and graphical summaries of seasonal storm water volumes (cubic feet) (hydrologic source control) as a result of the BMP implementation and maintenance or seasonal pollutant mass (kilograms and number of particles) reduced over the area of land surface subject to the chosen BMP for each pollutant described in Section III.B.4. For multi-year BMP evaluations, provide recent data in context with cumulative comparable results from previous years, noting trends.
13. For BMP monitoring – provide interpretation of annually collected data relative to applicable model parameters and conduct an assessment of this data in the context of the water year type (wet, average, dry) using the regional meteorological analysis.
14. A final monitoring summary including the following values for each monitored location.

Season	Seasonal Volume (cf)	Pollutant	Seasonal Concentration (mg/L)	Seasonal Concentration (# particles/L)	Seasonal Load (kg)
Fall Winter (Oct 1- Feb 28)	x	FSP	x	x	x
		TSS	x		x
		TP	x		x
		TN	x		x
Spring Melt (Mar 1-May 31)	x	FSP	x	x	x
		TSS	x		x
		TP	x		x
		TN	x		x
Summer (June 1- Sept 31)	x	FSP	x	x	x
		TSS	x		x
		TP	x		x
		TN	x		x
<b>Water Year Totals: Total WY precipitation (in/yr)</b>					
<b>Water year type: very dry, dry, average, wet, very wet</b>					
Water Year Total	x	FSP			x
		TSS			x
		TP			x
		TN			x

15. A discussion of lessons learned from storm water monitoring efforts including, but not limited to, catchment water quality improvement strategies, pollutant sources analyses, pollutant fate and transport within sampled catchments, BMP design and/or implementation improvements, and maintenance strategy effectiveness (including techniques or frequency).

16. A discussion of any proposed changes to the storm water monitoring program and the rationale for each proposed change.

If Permittees are working collaboratively to meet the requirements specified in Section III of this Monitoring and Reporting Program, a single report for participating Permittees will be accepted.

**G. Illicit Discharge Report**

To assess compliance with Permit Sections I.A and III.B.5 each Permittee’s annual report shall describe actions taken to prevent unauthorized non-storm water discharges and report any identified illicit discharges to its collection, conveyance, and treatment facilities. The report shall include a description of any education, outreach, or inspection activities conducted pursuant to Permit Sections III.B.1, III.B.2, III.B.3 and III.B.4 that support the Permittee’s program to prohibit unauthorized non-storm water discharges.

H. Education Component Report

Each Permittee's annual report shall summarize all training and education activities conducted during the previous year, including a list of all education materials distributed and training provided to the public, to municipal employees, and to construction, commercial, industrial, or municipal site operators.

I. Impacts Influencing Baseline Pollutant Loads Report

In the annual report for the 2017 water year, each Permittee shall summarize the assessment conducted pursuant to Monitoring and Reporting Program Section I.G to demonstrate compliance with Permit Order IV.D.

J. Provisions

Permittees shall comply with the "Standard Provisions, Reporting Requirements, and Notifications for NPDES Permits" that is attached to and made part of this Monitoring and Reporting Program as Attachment G.

# ATTACHMENT D

## LAKE CLARITY CREDITING PROGRAM HANDBOOK

Available on the Lake Tahoe TMDL Program Website:

<https://www.enviroaccounting.com/TahoeTMDL/Program/Display/ForUrbanJurisdictions>

## ATTACHMENT E

### WATER QUALITY OBJECTIVES LAKE TAHOE HYDROLOGIC UNIT

Bacteria, Coliform - Waters shall not contain concentrations of coliform organisms attributable to anthropogenic sources, including human and livestock wastes. The fecal coliform concentration during any 30-day period shall not exceed a log mean of 20/100 ml, nor shall more than 10 percent of all samples collected during any 30-day period exceed 40/100 ml. The log mean shall ideally be based on a minimum of not less than five samples collected as evenly spaced as practicable during any 30-day period. However, a log mean concentration exceeding 20/100 ml for any 30-day period shall indicate violation of this objective even if fewer than five samples were collected.

Biostimulatory Substances - Waters shall not contain biostimulatory substances in concentrations that promote aquatic growths to the extent that such growths cause nuisance or adversely affect the water for beneficial uses.

Chemical Constituents - Waters designated as MUN shall not contain concentrations of chemical constituents in excess of the maximum contaminant level (MCL) or secondary maximum contaminant level (SMCL) based upon drinking water standards specified in the following provisions of Title 22 of the California Code of Regulations which are incorporated by reference into the Basin Plan: Table 64431-A of Section 64431 (Inorganic Chemicals), Table 64431-B of Section 64431 (Fluoride), Table 64444-A of Section 64444 (Organic Chemicals), Table 64449-A of Section 64449 (Secondary Maximum Contaminant Levels-Consumer Acceptance Limits), and Table 64449-B of Section 64449 (Secondary Maximum Contaminant Levels-Ranges). This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

Waters designated as AGR shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses (i.e., agricultural purposes).

Waters shall not contain concentrations of chemical constituents in amounts that adversely affect the water for beneficial uses.

Chlorine, Total Residual - For the protection of aquatic life, total chlorine residual shall not exceed either a median value of 0.002 mg/L or a maximum value of 0.003 mg/L. Median values shall be based on daily measurements taken within any six-month period.

Color - Waters shall be free of coloration that causes nuisance or adversely affects the water for beneficial uses.

Dissolved Oxygen - The dissolved oxygen concentration, as percent saturation, shall not be depressed by more than 10 percent, nor shall the minimum dissolved oxygen concentration be less than 80 percent of saturation.

For waters with the beneficial uses of COLD, COLD with SPWN, WARM, and WARM with SPWN, the minimum dissolved oxygen concentration shall not be less than that specified in Table 5.1-8.

Floating Materials - Waters shall not contain floating material, including solids, liquids, foams, and scum, in concentrations that cause nuisance or adversely affect the water for beneficial uses.

For natural high quality waters, the concentrations of floating material shall not be altered to the extent that such alterations are discernible at the 10 percent significance level.

Oil and Grease - Waters shall not contain oils, greases, waxes or other materials in concentrations that result in a visible film or coating on the surface of the water or on objects in the water, that cause nuisance, or that otherwise adversely affect the water for beneficial uses.

For natural high quality waters, the concentration of oils, greases, or other film or coat generating substances shall not be altered.

Nondegradation of Aquatic Communities and Populations - All wetlands shall be free from substances attributable to wastewater or other discharges that produce adverse physiological responses in humans, animals, or plants; or which lead to the presence of undesirable or nuisance aquatic life.

All wetlands shall be free from activities that would substantially impair the biological community as it naturally occurs due to physical, chemical and hydrologic processes.

Pesticides - For the purposes of this Basin Plan, pesticides are defined to include insecticides, herbicides, rodenticides, fungicides, piscicides and all other economic poisons. An economic poison is any substance intended to prevent, repel, destroy, or mitigate the damage from insects, rodents, predatory animals, bacteria, fungi or weeds capable of infesting or harming vegetation, humans, or animals (CA Agriculture Code § 12753).

Pesticide concentrations, individually or collectively, shall not exceed the lowest detectable levels, using the most recent detection procedures available.

There shall not be an increase in pesticide concentrations found in bottom sediments. There shall be no detectable increase in bioaccumulation of pesticides in aquatic life.



Waters designated as MUN shall not contain concentrations of pesticides or herbicides in excess of the limiting concentrations specified in Table 64444-A of Section 64444 (Organic Chemicals) of Title 22 of the California Code of Regulations which is incorporated by reference into this plan. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

pH - In fresh waters with designated beneficial uses of COLD, changes in normal ambient pH levels shall not exceed 0.5 pH units. For all other waters, the pH shall not be depressed below 6.5 nor raised above 8.5.

The Regional Board recognizes that some waters of the Region may have natural pH levels outside of the 6.5 to 8.5 range. Compliance with the pH objective for these waters will be determined on a case-by-case basis.

In Lake Tahoe, the pH shall not be depressed below 7.0 nor raised above 8.4.

Radioactivity - Radionuclides shall not be present in concentrations which are deleterious to human, plant, animal, or aquatic life or which result in the accumulation of radionuclides in the food web to an extent which presents a hazard to human, plant, animal, or aquatic life.

Waters designated as MUN shall not contain concentrations of radionuclides in excess of the limits specified in Table 4 of Section 64443 (Radioactivity) of Title 22 of the California Code of Regulations which is incorporated by reference into this plan. This incorporation-by-reference is prospective including future changes to the incorporated provisions as the changes take effect.

Sediment - The suspended sediment load and suspended sediment discharge rate of surface waters shall not be altered in such a manner as to cause nuisance or adversely affect the water for beneficial uses.

Settleable Materials - Waters shall not contain substances in concentrations that result in deposition of material that causes nuisance or that adversely affects the water for beneficial uses. For natural high quality waters, the concentration of settleable materials shall not be raised by more than 0.1 milliliter per liter.

Suspended Materials - Waters shall not contain suspended materials in concentrations that cause nuisance or that adversely affects the water for beneficial uses.

For natural high quality waters, the concentration of total suspended materials shall not be altered to the extent that such alterations are discernible at the 10 percent significance level.

Suspended Sediment - Suspended sediment concentrations in streams tributary to Lake

Tahoe shall not exceed a 90<sup>th</sup> percentile value of 60 mg/L. (This objective is equivalent to the Tahoe Regional Planning Agency's regional "environmental threshold carrying capacity" standard for suspended sediment in tributaries.) The Regional Board will consider revision of this objective in the future if it proves not to be protective of beneficial uses or if review of monitoring data indicates that other numbers would be more appropriate for some or all streams tributary to Lake Tahoe.

Taste and Odor- Waters shall not contain taste or odor-producing substances in concentrations that impart undesirable tastes or odors to fish or other edible products of aquatic origin, that cause nuisance, or that adversely affect the water for beneficial uses. For naturally high quality waters, the taste and odor shall not be altered.

Temperature - The natural receiving water temperature of all waters shall not be altered unless it can be demonstrated to the satisfaction of the Regional Board that such an alteration in temperature does not adversely affect the water for beneficial uses.

For waters designated COLD, the temperature shall not be altered.

Temperature objectives for COLD interstate waters and WARM interstate waters are as specified in the "Water Quality Control Plan for Control of Temperature in The Coastal and Interstate Waters and Enclosed Bays and Estuaries of California" including any revisions. This plan is summarized in Basin Plan Chapter 6 (Plans and Policies) and included in Appendix B.

Toxicity - All waters shall be maintained free of toxic substances in concentrations that are toxic to, or that produce detrimental physiological responses in human, plant, animal, or aquatic life. Compliance with this objective will be determined by use of indicator organisms, analyses of species diversity, population density, growth anomalies, bioassays of appropriate duration and/or other appropriate methods as specified by the Regional Board. The survival of aquatic life in surface waters subjected to a waste discharge, or other controllable water quality factors, shall not be less than that for the same water body in areas unaffected by the waste discharge, or when necessary, for other control water that is consistent with the requirements for "experimental water" as defined in Standard Methods for the Examination of Water and Wastewater (American Public Health Association, et al. 1998).

Turbidity - Waters shall be free of changes in turbidity that cause nuisance or adversely affect the water for beneficial uses. Increases in turbidity shall not exceed natural levels by more than 10 percent.

Algal Growth Potential - For Lake Tahoe, the mean algal growth potential at any point in the Lake shall not be greater than twice the mean annual algal growth potential at the limnetic reference station. The limnetic reference station is located in the north central portion of Lake Tahoe. It is shown on maps in annual reports of the Lake Tahoe

Interagency Monitoring Program. Exact coordinates can be obtained from the U.C. Davis Tahoe Research Group.

Biological Indicators - For Lake Tahoe, algal productivity and the biomass of phytoplankton, zooplankton, and periphyton shall not be increased beyond the levels recorded in 1967-71, based on statistical comparison of seasonal and annual means. The "1967-71 levels" are reported in the annual summary reports of the "CaliforniaNevada-Federal Joint Water Quality Investigation of Lake Tahoe" published by the California Department of Water Resources.

Clarity - For Lake Tahoe, the vertical extinction coefficient shall be less than 0.08 per meter when measured below the first meter. When water is too shallow to determine a reliable extinction coefficient, the turbidity shall not exceed 3 Nephelometric Turbidity Units (NTU). In addition, turbidity shall not exceed 1 NTU in shallow waters not directly influenced by stream discharges. The Regional Board will determine when water is too shallow to determine a reliable vertical extinction coefficient based upon its review of standard limnological methods and on advice from the U.C. Davis Tahoe Research Group.

Conductivity, Electrical - In Lake Tahoe, the mean annual electrical conductivity shall not exceed 95 umhos/cm at 50°C at any location in the Lake.

Plankton Counts - For Lake Tahoe, the mean seasonal concentration of plankton organisms shall not be greater than 100 per ml and the maximum concentration shall not be greater than 500 per ml at any point in the Lake.

**WATER QUALITY OBJECTIVES FOR CERTAIN WATER BODIES  
LAKE TAHOE HYDROLOGIC UNIT**

	Surface Waters	Objective (mg/L except as noted) <sup>1,2</sup>						
		TDS	Cl	SO <sub>4</sub>	B	N	P	Fe
1	Lake Tahoe	<u>60</u> 65	<u>3.0</u> 4.0	<u>1.0</u> 2.0	<u>0.01</u> -	<u>0.15</u> -	<u>0.008</u> -	--
2	Fallen Leaf Lake	<u>50</u> -	<u>0.30</u> 0.50	<u>1.3</u> 1.4	<u>0.01</u> 0.02	See Table 5.1-4 for additional objectives		
3	Griff Creek	<u>80</u> -	<u>0.40</u> -	--	--	<u>0.19</u> -	<u>0.010</u> -	<u>0.03</u> -
4	Carnelian Bay Creek	<u>80</u> -	<u>0.40</u> -	--	--	<u>0.19</u> -	<u>0.015</u> -	<u>0.03</u> -
5	Watson Creek	<u>80</u> -	<u>0.35</u> -	--	--	<u>0.22</u> -	<u>0.015</u> -	<u>0.04</u> -
6	Dollar Creek	<u>80</u> -	<u>0.30</u> -	--	--	<u>0.16</u> -	<u>0.030</u> -	<u>0.03</u> -
7	Burton Creek	<u>90</u> -	<u>0.30</u> -	--	--	<u>0.16</u> -	<u>0.015</u> -	<u>0.03</u> -
8	Ward Creek	<u>70</u> 85	<u>0.30</u> 0.50	<u>1.4</u> 2.8	--	<u>0.15</u> -	<u>0.015</u> -	<u>0.03</u> -
9	Blackwood Creek	<u>70</u> 90	<u>0.30</u> -	--	--	<u>0.19</u> -	<u>0.015</u> -	<u>0.03</u> -
10	Madden Creek	<u>60</u> -	<u>0.10</u> 0.20	--	--	<u>0.18</u> -	<u>0.015</u> -	<u>0.015</u> -
11	McKinney Creek	<u>55</u> -	<u>0.40</u> 0.50	--	--	<u>0.19</u> -	<u>0.015</u> -	<u>0.03</u> -
12	General Creek	<u>50</u> 90	<u>1.0</u> 1.5	<u>0.4</u> 0.5	--	<u>0.15</u> -	<u>0.015</u> -	<u>0.03</u> -
13	Meeks Creek	<u>45</u> -	<u>0.40</u> -	--	--	<u>0.23</u> -	<u>0.010</u> -	<u>0.07</u> -
14	Lonely Gulch Creek	<u>45</u> -	<u>0.30</u> -	--	--	<u>0.19</u> -	<u>0.015</u> -	<u>0.03</u> -
	continued...							

See Fig. 5.1-1	Surface Waters	Objective (mg/L except as noted) <sup>1,2</sup>						
		TDS	Cl	SO <sub>4</sub>	B	N	P	Fe
15	Eagle Creek	<u>35</u> -	<u>0.30</u> -	--	--	<u>0.20</u> -	<u>0.010</u> -	<u>0.03</u> -
16	Cascade Creek	<u>30</u> -	<u>0.40</u> -	--	--	<u>0.21</u> -	<u>0.005</u> -	<u>0.01</u> -
17	Tallac Creek	<u>60</u> -	<u>0.40</u> -	--	--	<u>0.19</u> -	<u>0.015</u> -	<u>0.03</u> -
18	Taylor Creek	<u>35</u> -	<u>0.40</u> 0.50	--	--	<u>0.17</u> -	<u>0.010</u> -	<u>0.02</u> -
19	Upper Truckee River	<u>55</u> <u>75</u>	<u>4.0</u> <u>5.5</u>	<u>1.0</u> <u>2.0</u>		<u>0.19</u> -	<u>0.015</u> -	<u>0.03</u> -
20	Trout Creek	<u>50</u> <u>60</u>	<u>0.15</u> <u>0.20</u>	--	--	<u>0.19</u> -	<u>0.015</u> -	<u>0.03</u> -

<sup>1</sup> Annual average value/90th percentile value.

<sup>2</sup> Objectives are as mg/L and are defined as follows:

B Boron

Cl Chloride

SO<sub>4</sub> Sulfate

Fe Iron, Total

N Nitrogen, Total

P Phosphorus, Total

TDS Total Dissolved Solids (Total Filterable Residues)

# ATTACHMENT F

## Compliance with Water Quality Objectives

This section includes general direction on determining compliance with the nondegradation, narrative and numerical objectives described in this Chapter. (Specific direction on compliance with certain objectives is included, in italics, following the text of the objective.) It is not feasible to cover all circumstances and conditions which could be created by all discharges. Therefore, it is within the discretion of the Regional Board to establish other, or additional, direction on compliance with objectives of this Plan. Where more than one objective is applicable, the **stricter objective shall apply**. (The only exception is where a regionwide objective has been superseded by the adoption of a site-specific objective by the Regional Board.) Where objectives are not specifically designated, downstream objectives apply to upstream tributaries.

### Narrative and Numerical Objectives

The sections below provide additional direction on determining compliance with the narrative and numerical objectives of this Basin Plan.

#### ***Pollution and/or Nuisance***

In determining compliance with narrative objectives which include the terms “pollution” and or “nuisance,” the Regional Board considers the following definitions from the Porter-Cologne Water Quality Control Act.

**Pollution** -- an alteration of the waters of the State by waste to the degree which unreasonably affects either of the following:

- such waters for beneficial uses.
- facilities which serve these beneficial uses.

“Pollution” may include “contamination.” Contamination means an impairment of the quality of the waters of the State by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. Contamination includes any equivalent effect resulting from the disposal of waste, whether or not waters of the State are affected.

**Nuisance** -- Anything which meets all of the following requirements:

- Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property.
- Affects at the same time an entire community or neighborhood, or any considerable number of persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal.
- Occurs during or as a result of the treatment or disposal of wastes.

#### ***References to Taste and Odor, Human Health and Toxicity (also see “acute toxicity” and “chronic toxicity,” below):***

In determining compliance with objectives including references to Taste and Odor, Human Health or Toxicity, the Regional Board will consider as evidence relevant and scientifically valid water quality goals from sources such as drinking water standards from the California Department of Health Services (State “Action Levels”), the National Interim Drinking Water Standards, Proposition 65 Lawful Levels, National Ambient Water Quality Criteria (USEPA's “Quality Criteria for Water” for the years 1986, 1976 and 1972; “Ambient Water Quality Criteria,” volumes 1980, 1984, 1986, 1987 and 1989), the National Academy of Sciences' Suggested No-Adverse-Response Levels (SNARL), USEPA's Health and Water Quality Advisories, as well as other relevant and scientifically valid evidence.

#### ***References to Agriculture or AGR designations:***

In determining compliance with objectives including references to the AGR designated use, the Regional Board will refer to water quality goals and recommendations from sources such as the Food and Agriculture Organization of the United Nations, University of California Cooperative Extension, Committee of Experts, and McKee and Wolf's “Water Quality Criteria” (1963).

#### ***References to “Natural High Quality Waters”:***

The Regional Board generally considers “natural high quality water(s)” to be those waters with ambient water quality equal to, or better than, current drinking water standards. However, the Regional Board also recognizes that some waters with poor chemical quality may support important ecosystems (e.g., Mono Lake).

#### ***References to “10 percent significance level”:***

A statistical hypothesis is a statement about a random variable's probability distribution, and a decision-making procedure about such a statement is a hypothesis test. In testing a hypothesis concerning the value of a population mean, the null hypothesis is often used. The null hypothesis is that there is no difference between the population means (e.g., the mean value of a water quality parameter after the discharge is no different than before the discharge.) First a level of significance to be used in the test is specified, and then the regions of acceptance and rejection for evaluating the obtained sample mean are determined.

At the **10 percent significance level**, assuming normal distribution, the acceptance region (where one would correctly accept the null hypothesis) is the interval which lies under 90 percent of the area of the standard normal curve. Thus, a level of **significance of 10 percent** signifies that when the population mean is correct as specified, the sample mean will fall in the areas of rejection only 10 percent of the time.

If the hypothesis is rejected when it should be accepted, a Type I error has been made. In choosing a **10 percent level of significance**, there are 10 chances in 100 that a Type I error was made, or the hypothesis was rejected when it should have been accepted (i.e., one is 90 percent confident that the right decision was made.)

The **10 percent significance level** is often incorrectly referred to as the 90 percent significance level. As explained above, the significance level of a test should be low, and the confidence level of a confidence interval should be high.

**References to "Means" (e.g., annual mean, mean of monthly means), "Medians" and "90th percentile values":**

"**Mean**" is the arithmetic mean of all data. "**Annual mean**" is the arithmetic mean of all data collected in a one-year period. "**Mean of monthly mean**" is the arithmetic mean of 30-day averages (arithmetic means). The **median** is the value which half of the values of the population exceed and half do not. The **average value** is the arithmetic mean of all data. For a **90th percentile value**, only 10% of data exceed this value.

Compliance determinations shall be based on available analyses for the time interval associated with the discharge. If only one sample is collected

during the time period associated with the water quality objective, (e.g., monthly mean), that sample shall serve to characterize the discharge for the entire interval. Compliance based upon multiple samples shall be determined through the application of appropriate statistical methods.

**Standard Analytical Methods to Determine Compliance with Objectives** Analytical methods to be used are usually specified in the monitoring requirements of the waste discharge permits. Suitable analytical methods are:

- those specified in 40 CFR Part 136, and/or
- those methods determined by the Regional Board and approved by the USEPA to be equally or more sensitive than 40 CFR Part 136 methods and appropriate for the sample matrix, and/or
- where methods are not specified in 40 CFR Part 136, those methods determined by the Regional Board to be appropriate for the sample matrix

All analytical data shall be reported uncensored with method detection limits and either practical quantitation levels or limits of quantitation identified. Acceptance of data should be based on demonstrated laboratory performance.

For **bacterial analyses**, sample dilutions should be performed so the range of values extends from 2 to 16,000. The detection method used for each analysis shall be reported with the results of the analysis. Detection methods used for coliforms (total and fecal) shall be those presented in Standard Methods for the Examination of Water and Wastewater (American Public Health Association et al. 1992), or any alternative method determined by the Regional Board to be appropriate.

For **acute toxicity**, compliance shall be determined by short-term toxicity tests on undiluted effluent using an established protocol (e.g., American Society for Testing and Materials [ASTM], American Public Health Association, USEPA, State Board).

For **chronic toxicity**, compliance shall be determined using the critical life stage (CLS) toxicity tests. At least three approved species shall be used to measure compliance with the toxicity objective. If possible, test species shall include a vertebrate, an invertebrate, and an aquatic plant. After an initial

screening period, monitoring may be reduced to the most sensitive species. Dilution and control waters should be obtained from an unaffected area of the receiving waters. For rivers and streams, dilution water should be obtained immediately upstream of the discharge. Standard dilution water can be used if the above sources exhibit toxicity greater than 1.0 Chronic Toxicity Units. All test results shall be reported to the Regional Board in accordance with the "Standardized Reporting Requirements for Monitoring Chronic Toxicity" (State Board Publication No. 93-2 WQ).

***Application of Narrative and Numerical Water Quality Objectives to Wetlands***

Although not developed specifically for wetlands, many surface water **narrative objectives** are generally applicable to most wetland types. However, the Regional Board recognizes, as with other types of surface waters such as saline or alkaline lakes, that natural water quality characteristics of some wetlands may not be within the range for which the narrative objectives were developed. The Regional Board will consider site-specific adjustments to the objectives for wetlands (bacteria, pH, hardness, salinity, temperature, or other parameters) as necessary on a case-by-case basis.

The **numerical criteria** to protect one or more beneficial uses of surface waters, where appropriate, may directly apply to wetlands. For example, wetlands which actually are, or which recharge, municipal water supplies should meet human health criteria. The USEPA numeric criteria for protection of freshwater aquatic life, as listed in Quality Criteria for Water—1986, although not developed specifically for wetlands, are generally applicable to most wetland types. As with other types of surface waters, such as saline or alkaline lakes, natural water quality characteristics of some wetlands may not be within the range for which the criteria were developed. Adjustments for pH, hardness, salinity, temperature, or other parameters may be necessary. The Regional Board will consider developing site-specific objectives for wetlands on a case-by-case basis.



## ATTACHMENT G

### STANDARD PROVISIONS, REPORTING REQUIREMENTS, AND NOTIFICATIONS FOR NPDES PERMITS

#### A. Standard Permit Provisions

Code of Federal Regulations Title 40 section 122.41 (40 CFR 122.41) includes conditions, or provisions, that apply to all National Pollution Discharge Elimination System (NPDES) permits. Additional provisions applicable to NPDES permits are in 40 CFR 122.42. All applicable provisions in 40 CFR 122.41 and 40 CFR 122.42 shall be incorporated into this Order and NPDES permit. The applicable 40 CFR 122.41 and 40 CFR 122.42 provisions are as follows:

##### 1. Duty to Comply [CFR 122.41(a)]

The Permittees shall comply with all of the provisions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act (CWA) and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

- a. The Permittees shall comply with effluent standards or prohibitions established under section 307(a) of the CWA for toxic pollutants and with standards for sewage sludge use or disposal established under Section 405(d) of the CWA within the time provided in the regulations that establish these standards or prohibitions or standards for sewage sludge use or disposal, even if the permit has not yet been modified to incorporate the requirement. [40 CFR 122.41(a)(1); California Water Code (Water Code) sections 13261, 13263, 13265, 13268, 13300, 13301, 13304, 13340, 13350, 13385]]
- b. The CWA provides that any person who violates Section 301, 302, 306, 307, 308, 318 or 405 of the CWA, or any permit condition or limitation implementing any such sections in a permit issued under section 402, or any requirement imposed in a pretreatment program approved under Section 402(a)(3) or 402(b)(8) of the CWA, is subject to a civil penalty not to exceed \$25,000 per day for each violation. The CWA provides that any person who negligently violates Section 301, 302, 306, 307, 308, 318, or 405 of the CWA, or any condition or limitation implementing any of such sections in a permit issued under Section 402 of the CWA, or any requirement imposed in a pretreatment program approved under Section

402(a)(3) or 402(b)(8) of the CWA, is subject to criminal penalties of \$2,500 to \$25,000 per day of violation, or imprisonment of not more than 1 (1) year, or both. In the case of a second or subsequent conviction for a negligent violation, a person shall be subject to criminal penalties of not more than \$50,000 per day of violation, or by imprisonment of not more than two (2) years, or both. Any person who knowingly violates such sections, or such conditions or limitations is subject to criminal penalties of \$5,000 to \$50,000 per day of violation, or imprisonment for not more than three (3) years, or both. In the case of a second or subsequent conviction for a knowing violation, a person shall be subject to criminal penalties of not more than \$100,000 per day of violation, or imprisonment of not more than six (6) years, or both. Any person who knowingly violates Section 301, 302, 303, 306, 307, 308, 318 or 405 of the CWA, or any permit condition or limitation implementing any of such sections in a permit issued under of the CWA, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, shall, upon conviction, be subject to a fine of not more than \$250,000 or imprisonment of not more than fifteen (15) years, or both. In the case of a second or subsequent conviction for a knowing endangerment violation, a person shall be subject to a fine of not more than \$500,000 or by imprisonment of not more than thirty (30) years, or both. An organization, as defined in Section 309(c)(3)(B)(iii) of the CWA, shall, upon conviction of violating the imminent danger provision, be subject to a fine of not more than \$1,000,000 and can be fined up to \$2,000,000 for second or subsequent convictions. [40 CFR 122.41(a)(2)].

- c. Any person may be assessed an administrative penalty by the Lahontan Regional Water Quality Control Board (Water Board), State Water Resources Control Board (State Water Board), or United States Environmental Protection Agency (USEPA) for violating Section 301, 302, 306, 307, 308, 318 or 405 of the CWA, or any permit condition or limitation implementing any of such sections in a permit issued under section 402 of this Act. Administrative penalties for Class I violations are not to exceed \$10,000 per violation, with the maximum amount of any Class I penalty assessed not to exceed \$25,000. Penalties for Class II violations are not to exceed \$10,000 per day for each day during which the violation continues, with the maximum amount of any Class II penalty not to exceed \$125,000. [40 CFR 122.41(a)(3)].

**2. Duty to Reapply [40 CFR 122.41(b)]**

If the Permittees wish to continue an activity regulated by this permit after the expiration date of this permit, the Permittee shall apply for and obtain a new permit.

**3. Need to Halt or Reduce Activity Not A Defense [40 CFR 122.41(c)]**

It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.

**4. Duty to Mitigate [40 CFR 122.41(d)]**

The Permittees shall take all reasonable steps to minimize or prevent any discharge or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.

**5. Proper Operation and Maintenance [40 CFR 122.41(e)]**

The Permittees shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the Permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems that are installed by a Permittee only when the operation is necessary to achieve compliance with the conditions of this permit.

**6. Permit Actions [40 CFR 122.41(f)]**

This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by a Permittee for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition.

**7. Property Rights [40 CFR 122.41(g)]**

This permit does not convey any property rights of any sort, or any exclusive privilege.

## **8. Duty to Provide Information [40 CFR 122.41(h)]**

Permittees shall furnish to the Lahontan Water Board, State Water Board, or USEPA within a reasonable time, any information which the Lahontan Water Board, State Water Board, or USEPA may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee shall also furnish to the Lahontan Water Board, State Water Board, or USEPA upon request, copies of records required to be kept by this permit.

## **9. Inspection and Entry [40 CFR 122.41(i)]**

The Permittees shall allow the Lahontan Water Board, State Water Board, USEPA, and/or their authorized representative (including an authorized contractor acting as their representative), upon presentation of credentials and other documents as may be required by law, to [33 United States Code section 1318(a)(4)(B); 40 CFR 122.41(i); California Water Code sections 13267 and 13383]:

- a. Enter upon the Permittee's premises where a regulated facility or activity is located or conducted, or where records shall be kept under the conditions of this permit; [40 CFR 122.41(i)(1)]
- b. Have access to and copy, at reasonable times, any records that shall be kept under the conditions of this permit; [40 CFR 122.41(i)(2)]
- c. Inspect and photograph at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; [40 CFR 122.41(i)(3)] and
- d. Sample or monitor at reasonable times, for the purpose of assuring permit compliance or as otherwise authorized by the CWA, any substances or parameters at any location. [40 CFR 122.41(i)(4)]

## **10. Monitoring and Records [40 CFR 122.41(j); 40 CFR 122.44(i)]**

- a. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. [40 CFR 122.41(j)(1)]
- b. The Permittees shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation,

copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least three (3) years from the date of the sample, measurement, report or application. This period may be extended by request of the Lahontan Water Board at any time. [40 CFR 122.41(j)(2)]

- c. Records for monitoring information shall include: [40 CFR 122.41(j)(3)]
  - i. The date, exact place, and time of sampling or measurements; [40 CFR 122.41(j)(3)(i)] i
  - ii. The individual(s) who performed the sampling or measurements; [40 CFR 122.41(j)(3)(ii)]
  - iii. The date(s) analyses were performed; [40 CFR 122.41(j)(3)(iii)]
  - iv. The individual(s) who performed the analyses; [40 CFR 122.41(j)(3)(iv)]
  - v. The analytical techniques or methods used; [40 CFR 122.41(j)(3)(v)] and
  - vi. The results of such analyses. [40 CFR 122.41(j)(3)(vi)]
- d. Monitoring shall be conducted according to test procedures under 40 CFR Part 136 unless another method is required under 40 CFR Subchapters N or O. [40 CFR 122.41(j)(4)] In the case of pollutants for which there are no approved methods under 40 CFR Part 136 or otherwise required under 40 CFR Subchapters N and O, monitoring shall be conducted according to a test procedure specified in the permit for such pollutants. [40 CFR 122.44(i)(1)(iv)]
- e. The CWA provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000, or by imprisonment for not more than two (2) years, or both. If a conviction of a person is for a violation committed after a first conviction of such person under this paragraph, punishment is a fine of not more than \$20,000 per day of violation, or by imprisonment of not more than four (4) years, or both. [40 CFR 122.41(j)(5)]

## 11. Signatory Requirement [40 CFR 122.41(k); 40 CFR 122.22(a)-(d)]

- a. All applications, reports, or information submitted to the Lahontan Board, State Water Board, or USEPA shall be signed and certified. (See 40 CFR 122.22) [40 CFR 122.41(k)(1)]
  - i. For a municipality, State, Federal, or other public agency. [All applications shall be signed] [b]y either a principal executive officer or ranking elected official. [40 CFR 122.22(a)(3)]
  - ii. All reports required by permits, and other information requested by the Lahontan Water Board, State Water Board, or USEPA shall be signed by a person described in paragraph (a) of this section, or by a duly authorized representative of that person. A person is a duly authorized representative only if: [40 CFR 122.22(b)]
    - (1) The authorization is made in writing by a person described in paragraph (a) of this section; [40 CFR 122.22(b)(1)]
    - (2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity such as the position of plant manager, operator of a well or a well field, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters for the company, (A duly authorized representative may thus be either a named individual or any individual occupying a named position.) [40 CFR 122.22(b)(2)] and,
    - (3) The written authorization is submitted to the Lahontan Water Board and State Water Board. [40 CFR 122.22(b)(3)].
  - iii. Changes to authorization. If an authorization under paragraph (b) of this section is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph (b) of this section shall be submitted to the Lahontan Water Board prior to or together with any reports, information, or applications to be signed by an authorized representative. [40 CFR 122.22(c)]
  - iv. Certification. Any person signing a document under paragraph (a) or (b) of this section shall make the following certification:

“I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.” [40 CFR 122.22(d)]

- b. The CWA provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including monitoring reports or reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both. [40 CFR 122.41(k)(2)]

## **12. Reporting Requirements [40 CFR 122.41(l)]**

- a. Planned changes. The Permittee shall give notice to the Lahontan Water Board as soon as possible of any planned physical alterations or additions to the permitted facility. Notice is required only when: [40 CFR 122.41(l)(1)]
  - i. The alteration or addition to a permitted facility may meet one of the criteria for determining whether a facility is a new source in 40 CFR 122.29(b); [40 CFR 122.41(l)(1)(i)] or
  - ii. The alteration or addition could significantly change the nature or increase the quantity of pollutants discharged. This notification applies to pollutants which are subject neither to effluent limitations in the permit, nor to notification requirements under 40 CFR 122.42(a)(1). [40 CFR 122.41(l)(1)(ii)]
  - iii. The alteration or addition results in a significant change in the Permittee’s sludge use or disposal practices, and such alteration, addition, or change may justify the application of permit conditions that are different from or absent in the existing permit, including notification of additional use or disposal sites not reported during the permit application process or not reported pursuant to an approved land application plan. [40 CFR 122.41(l)(1)(iii)]

- b. Anticipated noncompliance. The Permittee shall give advance notice to the Lahontan Water Board of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. [40 CFR 122.41(l)(2)]
- c. Transfers. This permit is not transferable to any person except after notice to the Lahontan Water Board. The Lahontan Water Board may require modification or revocation and reissuance of the permit to change the name of the Permittee and incorporate such other requirements as may be necessary under the CWA. [40 CFR 122.41(l)(3)]
- d. Monitoring reports. Monitoring results shall be reported at the intervals specified elsewhere in this permit. [40 CFR 122.41(l)(4)]
  - i. Monitoring results shall be reported as specified by the Lahontan Board or State Water Board for reporting results of monitoring of sludge use or disposal practices. [40 CFR 122.41(l)(4)(i)]
  - ii. If the Permittee monitors any pollutant more frequently than required by the permit using test procedures approved under 40 CFR Part 136 or another method required for an industry-specific waste stream under 40 CFR Subchapters N or O, the results of this monitoring shall be included in the calculation and reporting of the data submitted to the Lahontan Water Board or State Water Board.
  - iii. Calculations for all limitations which require averaging of measurements shall utilize an arithmetic mean unless otherwise specified in the permit. [40 CFR 122.41(l)(4)(iii)]
- e. Compliance schedules. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule of this permit shall be submitted no later than fourteen (14) days following each schedule date. [40 CFR 122.41(l)(5)]
- f. Twenty-four hour reporting.
  - i. The Permittees shall report any noncompliance that may endanger health or the environment. Any information shall be provided orally within twenty-four (24) hours from the time the Permittee becomes aware of the circumstances. A written submission shall also be provided within five (5) days of the time the Permittee becomes aware of the circumstances. The written



submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. [40 CFR 122.41(l)(6)(i)]

- ii. The Lahontan Water Board may waive the written report on a case-by-case basis if the oral report has been received within twenty-four (24) hours. [40 CFR 122.41(l)(6)(iii)]
- g. Other noncompliance. The Permittees shall report all instances of noncompliance not reported in accordance with the standard provisions required under 40 CFR 122.41(l)(4), (5), and (6), at the time monitoring reports are submitted. The reports shall contain the information listed in the standard provisions required under 40 CFR 122.41(l)(6). [40 CFR 122.41(l)(7)]
- h. Other information. When the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Lahontan Water Board, State Water Board, or USEPA, the Permittee shall promptly submit such facts or information.

### **13. Bypass [40 CFR 122.41(m)]**

- a. Definitions.
  - i. *Bypass* means the intentional diversion of waste streams from any portion of a treatment facility. [40 CFR 122.41(m)(1)(i)] or
  - ii. Severe property damage means substantial physical damage to property, damage to the treatment facilities which causes them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage does not mean economic loss caused by delays in production. [40 CFR 122.41(m)(1)(ii)]
- b. Bypass not exceeding limitations. The Permittee may allow any bypass to occur which does not cause effluent limitations to be exceeded, but only if it also is for essential maintenance to assure efficient operation. These bypasses are not subject to the standard provisions required under 40 CFR 122.41(m)(3) and (4). [40 CFR 122.41(m)(2)]

- c. Notice.
  - i. Anticipated bypass. If the Permittee knows in advance of the need for a bypass, it shall submit a notice, if possible at least ten (10) days before the date of the bypass. [40 CFR 122.41(m)(3)(i)] or
  - ii. Unanticipated bypass. The Permittee shall submit notice of an unanticipated bypass in accordance with the standard provisions required under 40 CFR 122.41(l)(6) (24-hour notice). [40 CFR 122.41(m)(3)(ii)]
- d. Prohibition of Bypass.
  - i. Bypass is prohibited, and the Lahontan Water Board may take enforcement action against a Permittee for bypass, unless: [40 CFR 122.41(m)(4)(i)]
    - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; [40 CFR 122.41(m)(4)(i)(A)]
    - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; [40 CFR 122.41(m)(4)(i)(B)] and,
    - (3) The Permittee submitted notices in accordance with the standard provisions required under 40 CFR 122.41(m)(3). [40 CFR 122.41(m)(4)(i)(C)]
  - ii. The Lahontan Water Board may approve an anticipated bypass, after considering its adverse effects, if the Lahontan Water Board determines that it will meet the three (3) conditions listed above. [40 CFR 122.41(m)(4)(ii)]

#### **14. Upset [40 CFR 122.41(n)]**

- a. Definition. *Upset* means an exceptional incident in which there is unintentional and temporary noncompliance with technology based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include

noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation. [40 CFR 122.41(n)(1)]

- b. Effect of an upset. An upset constitutes an affirmative defense to an action brought for noncompliance with such technology based permit effluent limitations if the standard provisions required under 40 CFR 122.41(n)(3) are met. No determination made during administrative review of claims that noncompliance was caused by upset, and before an action for noncompliance, is final administrative action subject to judicial review. [40 CFR 122.41(n)(2)]
- c. Conditions necessary for a demonstration of upset. A Permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs, or other relevant evidence that: [40 CFR 122.41(n)(3)]
  - i. An upset occurred and that the Permittee can identify the cause(s) of the upset; [40 CFR 122.41(n)(3)(i)]
  - ii. The permitted facility was at the time being properly operated; [40 CFR 122.41(n)(3)(ii)] and
  - iii. The Permittee submitted notice of the upset in accordance with the standard provisions required under 40 CFR 122.41(l)(6)(ii)(B) (24-hour notice). [40 CFR 122.41(n)(3)(iii)]
  - iv. The Permittee complied with any remedial measures pursuant to the standard provisions required under 40 CFR 122.41(d). [40 CFR 122.41(n)(3)(iii)]
- d. Burden of proof. In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof. [40 CFR 122.41(n)(4)]

**15. Standard Permit Provisions For Municipal Separate Storm Sewer Systems [40 CFR 122.42(c)]**

The operator of a small, medium, or large MS4 or a municipal separate storm sewer that has been designated by the Lahontan Water Board under 40 CFR 122.26(a)(1)(v) shall submit an annual report by the anniversary of the date of the issuance of the permit for such system. The report shall include:

- a. The status of implementing the components of the Storm Water Management Program that are established as permit conditions; [40 CFR 122.42(c)(1)]
- b. Proposed changes to the Storm Water Management Program that are established as permit conditions. Such proposed changes shall be consistent with 40 CFR 122.26(d)(2)(iii); [40 CFR 122.42(c)(2)] and
- c. Revisions, if necessary, to the assessment of controls and the fiscal analysis reported in the permit application under 40 CFR 122.26(d)(2)(iv) and (v); [40 CFR 122.42(c)(3)]
- d. A summary of data, including monitoring data, that is accumulated throughout the reporting year; [40 CFR 122.42(c)(4)]
- e. Annual expenditures and budget for year following each annual report; [40 CFR 122.42(c)(5)]
- f. A summary describing the number and nature of enforcement actions, inspections, and public education programs; [40 CFR 122.42(c)(6)]
- g. Identification of water quality improvements or degradation. [40 CFR 122.42(c)(7)]

**16. Standard Permit Provisions For Storm Water Discharges [40 CFR 122.42(d)]**

The initial permits for discharges composed entirely of storm water issued pursuant to 40 CFR 122.26(e)(7) shall require compliance with the conditions of the permit as expeditiously as practicable, but in no event later than three (3) years after the date of issuance of the permit.

**B. General Provisions**

In addition to the standard provisions required to be incorporated into the Order and NPDES permit pursuant to 40 CFR 122.22, 122.41, 122.42, 122.44, and 40 CFR Part 136 several other general provisions apply to this Order. The general provisions applicable to this Order and NPDES permit are as follows:

## **1. Discharge of Waste Is a Privilege**

No discharge of waste into the waters of the State, whether or not such discharge is made pursuant to waste discharge requirements, shall create a vested right to continue the discharge. All discharges of waste into waters of the State are privileges, not rights. [Water Code section 13263(g)]

## **2. Duration of Order and NPDES Permit**

- a. Effective date. This Order and NPDES permit becomes effective on 100 days after its adoption provided the USEPA has no objection. If the USEPA objects to its issuance, this Order shall not become effective until such objection is withdrawn.

As of the effective coverage date specified in the Permittee's application for coverage, this Order shall supersede the applicability of any preexisting order or permit regulating the operation of, and discharges from, the Permittee's MS4. The Lahontan Water Board retains continuing authority to take enforcement action for violations of such preexisting orders or permits that occurred prior to the Permittee's effective coverage date under this Order.

- b. Expiration. This Order and NPDES permit expires five (5) years after its effective date. [40 CFR 122.46(a)]
- c. Continuation of expired order. After this Order and NPDES permit expires, the terms and conditions of this Order and NPDES permit are automatically continued pending issuance of a new permit if all requirements of the federal NPDES regulations on the continuation of expired permits (40 CFR 122.6) are complied with.

## **3. Availability**

A copy of this Order shall be kept at a readily accessible location and shall be available to on-site personnel at all times.

## **4. Confidentiality of Information**

Except as provided for in 40 CFR 122.7, no information or documents submitted in accordance with or in application for this Order will be considered confidential and all such information and documents shall be available for review by the public at the Lahontan Water Board office. Claims of confidentiality for the following information will be denied: [40 CFR 122.7(b)]

- a. The name and address of any permit applicant or Permittee; [40 CFR 122.7(b)(1)] and
- b. Permit applications and attachments, permits, and effluent data. [40 CFR 122.7(b)(2)]

## **5. Effluent Limitations**

- a. Interim effluent limitations. The Permittee shall comply with any interim effluent limitations as established by addendum, enforcement action, or revised waste discharge requirements which have been, or may be, adopted by the Lahontan Water Board.
- b. Other effluent limitations and standards of sections 301, 302, 303, 307, 318 and 405 of CWA. If any applicable toxic effluent standard or prohibition (including any schedule of compliance specified in such effluent standard or prohibition) is promulgated under Section 307(a) of the CWA for a toxic pollutant and that standard or prohibition is more stringent than any limitation on the pollutant in the permit, the Lahontan Water Board shall institute proceedings under these regulations to modify or revoke and reissue the permit to conform to the toxic effluent standard or prohibition. [40 CFR 122.44(b)(1)]

## **6. Permit Actions**

The filing of a request by the Permittee for modification, revocation and reissuance, or termination of this Order, or a notification of planned change in or anticipated noncompliance with this Order does not stay any condition of this Order. (See 40 CFR 122.41(f)) In addition, the following provisions apply to this Order:

- a. Upon application by any affected person, or on its own motion, the Lahontan Water Board may review and revise the requirements in this Order. All requirements shall be reviewed periodically. [Water Code section 13263(e)]
- b. This Order may be terminated or modified for cause, including, but not limited to, all of the following: [Water Code section 13381]
  - i. Violation of any condition contained in the requirements of this Order. [Water Code section 13381(a)]
  - ii. Obtaining the requirements in this Order by misrepresentation, or failure to disclose fully all relevant facts. [Water Code section 13381(b)]

iii. A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.  
[Water Code section 13381(c)]

c. When this Order is transferred to a new owner or operator, such requirements as may be necessary under the Water Code can be incorporated into this Order.

## **7. Monitoring**

In addition to the standard provisions required under 40 CFR 122.41(j) and (l)(4), the following general monitoring provisions apply to this Order:

- a. Where procedures are not otherwise specified in Order, sampling, analysis and quality assurance/quality control shall be conducted in accordance with the Quality Assurance Management Plan (QAMP) for the State of California's Surface Water Ambient Monitoring Program (SWAMP), adopted by the State Water Resources Control Board.
- b. Pursuant to 40 CFR 122.41(j)(2) and Water Code section 13383(a), the Permittees shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, and records of all data used to complete the application for this permit, for a period of at least five (5) years from the date of the sample, measurement, report or application. This period may be extended by request of the Lahontan Water Board at any time.
- c. All chemical, bacteriological, and toxicity analyses shall be conducted at a laboratory certified for such analyses by the California Department of Public Health or a laboratory approved by Lahontan Water Board staff.
- d. Each monitoring report submitted with an Annual Report to the Lahontan Water Board shall include flow measurements for each sampling event and a spreadsheet of water quality monitoring with the sampling event identifier, site code, sample type, date and time sampled, analyte and fraction, methods, results, including nondetections, reporting and minimum detection limits, units, laboratory names and locations, lowest water quality objective and source, and whether or not the result was an exceedance.

## **8. Enforcement**

- a. The Lahontan Water Board is authorized to enforce the terms of this Order under several provisions of the Water Code, including, but not limited to, Water Code sections 13385, 13386, and 13387.
- b. Nothing in this Order shall be construed to protect the Permittee from its liabilities under federal, state, or local laws.
- c. The Water Code provides for civil and criminal penalties comparable to, and in some cases greater than, those provided for under the CWA.
- d. Except as provided in the standard conditions required under 40 CFR 122.41(m) and (n), nothing in this Order shall be construed to relieve the Permittee from civil or criminal penalties for noncompliance.
- e. Nothing in this Order shall be construed to preclude the institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties to which the Permittee is or may be subject to under Section 311 of the CWA.
- f. Nothing in this Order shall be construed to preclude institution of any legal action or relieve the Permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable state law or regulation under authority preserved by Section 510 of the CWA.

## **9. Severability**

The provisions of this Order are severable, and if any provision of this Order, or the application of any provisions of this Order to any circumstance, is held invalid, the application of such provision to other circumstances and the remainder of this Order shall not be affected thereby.

## **10. Applications**

Any application submitted by the Permittee for reissuance or modification of this Order shall satisfy all applicable requirements specified in federal regulations as well as any additional requirements for submittal of a Notice of Intent specified in the Water Code and the California Code of Regulations.



## **11. Implementation**

All plans, reports and subsequent amendments submitted in compliance with this Order shall be implemented immediately (or as otherwise specified). All submittals by the Permittee shall be adequate to implement the requirements of this Order.

## **12. Modification of Order**

This Order may be modified, revoked, and reissued, or terminated for cause due to promulgation of amended regulations, receipt of USEPA guidance concerning regulated activities, judicial decision, or in accordance with 40 CFR 122.62, 122.63, 122.64, and 124.5. The Lahontan Water Board may additionally reopen and modify this Order at any time prior to its expiration, after opportunity for public comment and a public hearing in accordance with the following circumstances:

- a. If the Lahontan Water Board determines that revisions are warranted to those provisions of the Order (a) addressing compliance with water quality objectives or water quality standards in the receiving water; and/or (b) those provisions of the Order establishing an iterative process for implementation of management practices to assure compliance with water quality standards in the receiving waters.
- b. Minor modifications to the Order may be made by the Lahontan Water Board where the proposed modification complies with all the prohibitions and limitations, and other requirements of this Order.
- c. Proposed modifications to the Order that are not minor require amendment of this Order in accordance with this Order's rules, policies, and procedures.
- d. New or revised water quality objectives come into effect, or any TMDL is adopted or revised (i.e., TMDL-specific permit requirements) that is applicable to the Permittee. E
- e. New programs, policies or plans come into effect that are applicable to the Permittee.

## **13. Report Submittals**

- a. All report submittals shall include an executive summary, introduction, conclusion, recommendations, and signed certified statement.

- b. Each Permittee shall submit a signed certified statement covering its responsibilities for each applicable submittal.
- c. The Permittee shall submit a signed certified statement covering its responsibilities for each applicable submittal and the sections of the submittals for which it is responsible.
- d. Unless otherwise directed, the Permittee shall submit electronic copies of each report required under this Order to the Lahontan Water Board,
- e. The Permittee shall submit reports and provide notifications as required by this Order to the following:

EXECUTIVE OFFICER  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD  
LAHONTAN REGION  
2501 LAKE TAHOE BOULEVARD  
SOUTH LAKE TAHOE, CA 96150  
Telephone: (530) 542-5400 Fax: (530) 544-2271

**County of El Dorado, State of California  
Community Development Services  
Department of Transportation**

PW No. 17-31191, CIP No. 78725

**2018 Elks Club Drive Emergency Road Repair Project**

**THIS AGREEMENT** ("Agreement") approved by the Chief Administrative Officer and Interim Director of the Department of Transportation 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:

**2018 Elks Club Drive Emergency Road Repair Project**

The Project is located along Elks Club Drive from between Boca Raton Drive and U.S. Highway 50 and various sections Meadow Vale Drive and Tam O Shanter Drive in South Lake Tahoe in the County of El Dorado. The Work to be done is shown on the Plans, and generally consists of roadway and drainage improvements to repair failed roadway sections and failed drainages that includes: 3" grind of existing hot mix asphalt (HMA) and replace with 3" HMA (Type A) overlay, Class 2 AB for roadway reconstruction and shoulder backing, removal and replacement of an existing 18" plastic pipe, and re-establishment of existing drainage ditches. Temporary traffic control will be used throughout the duration of this Project. 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, Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification, Non-lobbying Certification for Federal-Aid Contracts, Disclosure of Lobbying Activities (Standard Form LLL), Form FHWA 1273; the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum and the Nondiscrimination Assurances; the Exhibit 15-G Construction Contract DBE Commitment form, Exhibit 15-H DBE Information Good Faith  
2018 Elks Club Drive Emergency Road Repair Project County of El Dorado

**Contract No. 17-31191, CIP No. 78725**

March 2018

**Agreement**

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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 2015, and Standard Specifications 2015, 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.

County shall promptly pay Contractor in accordance with Public Contract Code section 20104.5.

### **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 **\$1,900.00**, as liquidated damages and not as a penalty, for each and every calendar days delay in finishing the Work in excess of the Contract time prescribed herein.

### **Article 5. INDEMNITY**

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

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

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), any property owners from whom the County obtained easements, 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, any property owners from whom the County obtained easements, 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, any property owners from whom the County has obtained easements, 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 any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, any property owners from whom the County obtained easements, 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 indemnity requirement applies to any claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs, arising from alleged defects in the content of manner of submission of the Contractor's bid for the Contract.

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. 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 9. TERMINATION BY COUNTY FOR CONVENIENCE**

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

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

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

#### **Article 10. TERMINATION BY COUNTY FOR CAUSE**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other Federal or State requirements as identified in Section 7-1.02 of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a Work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety 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 the Contract are insufficient for completion, Contractor or Surety 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 its Surety and may be deducted from any money due or becoming due from County.

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

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

**Article 11. 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 12. 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 13. 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 before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.

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

**Article 14. 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 15. 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 16. 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 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

The DBE goal for this Project is 11%.

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 49 CFR Part 18 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 49 CFR Part 18 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 18. 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.

As required under the provisions of Labor Code section 1776, Contractor and its subcontractors, if any as authorized herein, shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor.

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, 40 U.S.C. 3145, and as supplemented by Department of Labor regulations 29 CFR Part 3, "Contractors and Subcontractors on Public Bidding or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7, 40 U.S.C. 3141 – 3144 and 3146 - 3148 and as supplemented by 29 CFR Part 5 "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330, 40 U.S.C. 3701 – 3708, 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 19. 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, age, 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, age, 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 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1968, 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.
- 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 20. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

- 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 all applicable standards, orders or requirements of 2 CFR 200.

- d. 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).
- e. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- f. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- g. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- h. Will comply with County, State of California and FEMA 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.
- i. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401 – 7671q), Section 508 of the Federal Water Pollution Control Act (33 U.S.C. 1251 - 1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- j. Will comply with all applicable standards, orders or requirements of section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- k. 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).
- l. 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.
- m. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.
- n. Will comply with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
- o. Will comply with the requirements of 31 U.S.C. 1352 "Byrd Anti-Lobbying Amendment."
- p. Will comply with all California Office of Emergency Services Assurances for Construction Programs (as applicable) including but not limited to Age Discrimination Act of 1975, as amended; Drug Abuse Office and Treatment Act of 1972, as amended; Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended; Sections 523 and 527 of the Public Health Service Act of 1912, as amended; protection of wetlands pursuant to Executive Order 11990; Endangered Species Act of 1973, as amended.

Any Subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

#### **Article 21. 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

2018 Elks Club Drive Emergency Road Repair Project

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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 22. 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 23. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director Engineering, Headington Unit, Department of Transportation, or successor.

**Article 24. 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 25. 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 26. 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 27. 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 28. 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.

**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:  
James S. Mitrising  
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**  
**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT**  
**CONTRACT NO. PW 17-31191, CIP NO. 78725**  
**FEDERAL PROJECT NO. ER 32L0(100)**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1		
2	120100	TRAFFIC CONTROL SYSTEM	LS	1		
3	130100	JOB SITE MANAGEMENT	LS	1		
4	130670A	TEMPORARY REINFORCED FENCE	LF	64		
5	190185A	SHOULDER BACKING (LF)	LF	1,850		
6	194001A	DITCH EXCAVATION (BLANKET LINED CHANNEL)	CY	66		
7	260203	AGGREGATE BASE	CY	456		
8	390132A	HOT MIX ASPHALT (TYPE A)	TON	923		
9	398000	REMOVE ASPHALT CONCRETE PAVEMENT (CY)	CY	519		
10	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	30,816		
11	641107A	18" PLASTIC PIPE (HDPE)	LF	48		
12	705011	18" STEEL FLARED END SECTION	EA	2		
13	710136	REMOVE PIPE (LF)	LF	40		
14	721026A	F ROCK SLOPE PROTECTION (NO. 1, METHOD A) (CY)	CY	11		

15	840655	PAINT TRAFFIC STRIPE (1-COAT)	LF	1,774		
					<b>TOTAL BID:</b>	

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum

Draft

## 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**  
**NONDISCRIMINATION ASSURANCES**

Contractor hereby agrees that, as a condition to receiving any Federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives Federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement 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 an award.

3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Contractor receives Federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Contractor receives Federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Contractor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:

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(a) The period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Contractor retains ownership or possession of the property.

9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Contractor agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted Contract or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted Contracts. County's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et. seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, agreements, property, discounts or other Federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

**APPENDIX A**  
**to**  
**EXHIBIT C**

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

(1) **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.

(2) **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.

(3) **Solicitations for Sub-agreements, Including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for Work 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.

(4) **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information and its facilities as may be determined by County, State or FEMA 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 County, State or the FEMA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FEMA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **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 County, State or FEMA 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 County or State enter into such litigation to protect the interests of County or 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  
to  
EXHIBIT C**

**(NOT USED)**

**APPENDIX C**  
**to**  
**EXHIBIT C**

**(NOT USED)**

**APPENDIX D**  
**to**  
**EXHIBIT C**

**(NOT USED)**

## EXHIBIT D

### 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.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the

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

policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 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 contacting 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.

\* \* \* \* \*

**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.

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 3247, Civil Code)

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

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

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

**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT**

**CONTRACT No. PW 17-31191, CIP No. 78725**

WHEREAS, the State of California, acting through its Department of Transportation is hereafter referred to as "Additional Obligee", both Obligee and Additional Obligee collectively referred to as "Obligees";

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 Obligees, in the sum of \_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_) to be paid to the Obligees, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_ PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_ SURETY

\_\_\_\_\_

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

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**

# PRINCIPAL

## ACKNOWLEDGMENT

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

\_\_\_\_\_

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**COUNTY OF EL DORADO  
PERFORMANCE BOND**

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

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

the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" **and the State of California, acting through its Department of Transportation, hereafter referred to as "Additional Obligees"**, both Obligee and Additional Obligee collectively referred to as "Obligees"

in the sum of \_\_\_\_\_ DOLLARS,

(\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

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

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of **Contract No. PW 17-31191, CIP No. 78725 for the 2018 Elks Club Drive Emergency Road Repair 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 Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including a reasonable attorney's fee to be fixed by the court.

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

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

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

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

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

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 \_\_\_\_\_



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

## PROPOSAL

(to be submitted with Bidder's Security)

TO: COUNTY OF EL DORADO,  
STATE OF CALIFORNIA  
COMMUNITY DEVELOPMENT SERVICES  
DEPARTMENT OF TRANSPORTATION,

for the construction of the

**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT  
CONTRACT No. PW 17-31191, CIP No. 78725**

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 2015, the Standard Specifications 2015, Revised Standard Specifications, standard drawings from the 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:

**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT  
CONTRACT No. PW 17-31191, CIP No. 78725**

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

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

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

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by the State Contract Act, with surety satisfaction to the County of El Dorado within five (5) business 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  
2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT  
CONTRACT NO. PW 17-31191, CIP NO. 78725  
FEDERAL PROJECT NO. ER 32L0(100)**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	999990	MOBILIZATION	LS	1		
2	120100	TRAFFIC CONTROL SYSTEM	LS	1		
3	130100	JOB SITE MANAGEMENT	LS	1		
4	130670A	TEMPORARY REINFORCED FENCE	LF	64		
5	190185A	SHOULDER BACKING (LF)	LF	1,850		
6	194001A	DITCH EXCAVATION (BLANKET LINED CHANNEL)	CY	66		
7	260203	AGGREGATE BASE	CY	456		
8	390132A	HOT MIX ASPHALT (TYPE A)	TON	923		
9	150768	REMOVE ASPHALT CONCRETE PAVEMENT (CY)	CY	519		
10	398200	COLD PLANE ASPHALT CONCRETE PAVEMENT	SQFT	30,816		
11	641107A	18" PLASTIC PIPE (HDPE)	LF	48		
12	705011	18" STEEL FLARED END SECTION	EA	2		
13	710136	REMOVE PIPE (LF)	LF	40		
14	721026A	F ROCK SLOPE PROTECTION (NO. 1, METHOD A) (CY)	CY	11		
15	840655	PAINT TRAFFIC STRIPE (1-COAT)	LF	1,774		

	<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 in excess of 0.5% of the total bid or \$10,000, whichever is greater, as required by the Contract Documents. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

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

*(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.

## Public Contract Code Section 10285.1 Statement

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

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

## Public Contract Code Section 10162 Questionnaire

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

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

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

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

## Public Contract Code Section 10232 Statement

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

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



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

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

**NOTE:**

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

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

**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, 2 CFR 180, AND EXECUTIVE ORDERS 12549 AND 12689**

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)	<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		
<b>Federal Use Only:</b>		

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

Accompanying this proposal is \_\_\_\_\_  
(NOTICE: INSERT THE WORDS "CASH(\$\_\_\_\_)," "CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)  
in amount equal to at least ten percent of the amount of the total bid.

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

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

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

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

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

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

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) \_\_\_\_\_  
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Equal Employment Opportunity 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 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 \_\_\_\_\_



## 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.

The form requires specific information regarding the construction contract: Local Agency, Location, Project Description, Total Contract Amount, Bid Date, Bidder's Name, and Contract DBE Goal.

The form has a column for the Description of Work, Service, or Materials Supplied (Box 11). The bid item number and description of work, service, or materials supplied to be provided by DBEs must be provided in this section. Prime contractors shall indicate all work to be performed by DBEs including, if the prime is a DBE, work performed by its own forces, if a DBE. The DBE shall provide a certification number to the Contractor and expiration date. Enter the DBE prime's and subcontractors' certification numbers. The form has a column for the DBE Contact Information (who must be certified on the date bids are opened and include the DBE address and phone number).

The form has a line for Total Dollar Amount for ALL Subcontractors (Line 8). Enter the total dollar amount for all subcontracted contractors (both DBE and Non-DBE) on this line. Do not include the prime contractor information in this count. The Form has a line for Total Number of ALL Subcontractors (Line 9). Enter the total number of all subcontracted contractors (both DBE and Non-DBE). Do not include the prime contractor information in this count.

**IMPORTANT:** Identify **all** DBE firms participating in the project regardless of tier. Names of the First-Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the " Subcontractor List" submitted with your bid.

There is a column for the DBE participation dollar amount (Box 14). Enter the Total Claimed DBE Participation dollars and percentage amount of items of work submitted with your bid pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the DBE, describe exact portion of item to be performed or furnished by the DBE.) See Section 2-1.12B to determine how to count the participation of DBE firms.

Exhibit 15-G must be signed and dated by the person bidding. Also list a phone number in the space provided and print the name of the person to contact.

**Local agencies** should complete the Local Agency Contract Award, Federal-aid Project Number, Federal Share, Contract Award Date fields and verify that all information is complete and accurate before signing and filing.



**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS  
DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. ER 32L0(100) Bid Opening Date March 29, 2018

The County of El Dorado established a Disadvantaged Business Enterprise (DBE) goal of **11%** for this project. The information provided herein shows that a good faith effort was made.

Lowest, second lowest and third lowest bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder DBE Commitment” form indicates that the bidder has met the DBE goal. This will protect the 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.

Submittal of only the “15-G – Construction Contract DBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section 2-1.12B(3):

- 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 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 made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

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- F. Efforts made to assist interested DBEs in obtaining 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.

**END OF PROPOSAL**

**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

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

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

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

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

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

**2018 ELKS CLUB DRIVE EMERGENCY ROAD REPAIR PROJECT  
CONTRACT No. PW 17-31191 / CIP No. 78725**

**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)