

COUNTY OF EL DORADO, CALIFORNIA

DEPARTMENT OF TRANSPORTATION

CONTRACT DOCUMENTS

INCLUDING

NOTICE TO BIDDERS, SPECIAL PROVISIONS,
PROPOSAL AND CONTRACT

FOR

CONSTRUCTION OF

**ANGORA CREEK FISHERIES/SEZ
ENHANCEMENT PROJECT**

CONTRACT NO. PW 09-30486

CIP NO. 95161

MARCH 2010

FOR USE WITH

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, CALTRANS

STANDARD SPECIFICATIONS, MAY 2006

STANDARD PLANS, MAY 2006

AMENDMENTS TO MAY 2006 STANDARD SPECIFICATIONS

BID OPENING DATE: May 21, 2010

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

ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT

CONTRACT NO. PW 09-30486

CIP NO. 95161

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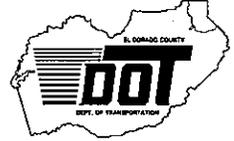


TAHOE ENGINEERING
924B Emerald Bay Road
South Lake Tahoe, CA 96150
Phone: (530) 573-7900
Fax: (530) 541-7049

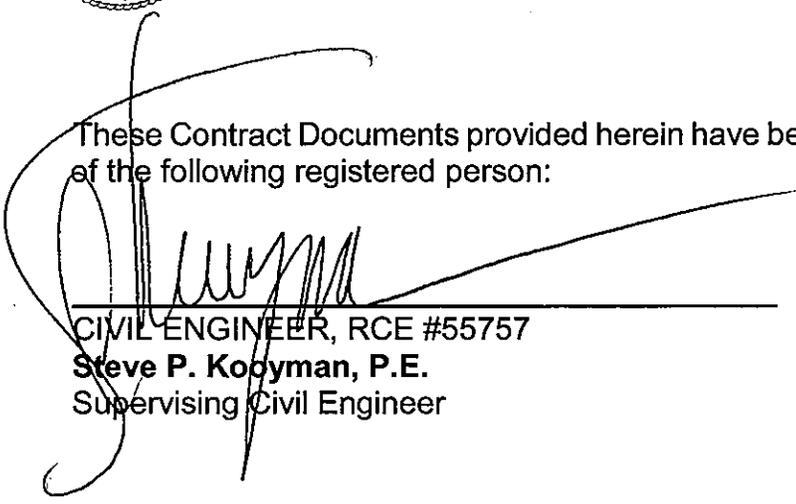
JAMES W. WARE, P.E.
Director of Transportation

Internet Web Site:
<http://edcgov.us/dot>

MAIN OFFICE
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



These Contract Documents provided herein have been prepared by or under the direction of the following registered person:



CIVIL ENGINEER, RCE #55757

Steve P. Kooyman, P.E.
Supervising Civil Engineer

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

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN

By the County of El Dorado, State of California, that sealed bids for work in accordance with the Project Plans (Plans) and Contract Documents designated:

**ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT
CONTRACT NO. PW 09-30486
CIP NO. 95161**

will be received at the County of El Dorado Department of Transportation in South Lake Tahoe, California, at 924B Emerald Bay Road, until **May 21, 2010, at 2:00 p.m.**, 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No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60)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 shall be executed in accordance with the instructions given and forms provided in the bound Contract Documents furnished by the County of El Dorado Department of Transportation. The Proposal shall not be detached and shall be submitted with the Contract Documents bid package in its entirety. All bids must be clearly marked on the envelope:

**“PROPOSAL FOR THE
ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT
CONTRACT NO. PW 09-30486
CIP NO. 95161
TO BE OPENED AT 2:00 P.M., MAY 21, 2010”**

LOCATION/DESCRIPTION OF THE WORK

The Project area is located in eastern El Dorado County, in the Tahoe Basin, where Angora Creek passes beneath Lake Tahoe Boulevard. The Project area is generally contained within the floodplain of Angora Creek, approximately 60 feet downstream and 120 feet upstream of Lake Tahoe Boulevard.

The Work to be done is shown on the Plans and generally consists of, but is not limited to:

- A. Construction of erosion control improvements including curb and gutter with tie-in pavement, a double sediment trap, drainage channel, and revegetation. These improvements are proposed for construction along Lake Tahoe Boulevard. Also for construction along Lake Tahoe Boulevard are grading, widening of the roadway, rock slope protection, and guardrail removal and installation.
- B. Construction of Angora Creek improvements including clearing and grubbing, tree removal, steel sheet pile removal and relocation, log trash rack removal, mowing and sod harvesting, construction of temporary access roads, dewatering and diversion of Angora Creek, construction of new creek channel, floodplain grading, rewatering, revegetation, earthen berm removal, culvert removal, installation of precast bridge structure and cast-in-place foundations at Lake Tahoe Boulevard, and utility relocation. Lake Tahoe Boulevard will be closed to traffic for thirty (30) working days for the installation of the precast bridge structure and cast-in-place foundations, culvert removal, utility relocation, channel and road work.
- C. Other items or details not mentioned above that are required by the Plans, Standard Specifications, or these Special Provisions, shall be performed, constructed, or installed.
- D. Bids are required for the entire Work described herein.
- E. The contract time shall be **SIXTY (60) WORKING DAYS**.
- F. For bonding purposes the anticipated project cost is less than \$1,000,000.
- G. A non-mandatory pre-bid meeting will be held at the County of El Dorado Department of Transportation in South Lake Tahoe, California, at 924B Emerald Bay Road at 2:00 P.M. on May 12, 2010.

OBTAINING OR INSPECTING CONTRACT DOCUMENTS

The Contract Documents and Plans may be examined at the County of El Dorado Department of Transportation or may be purchased in person or by mail from the Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, California 96150 office. The purchase price of each set of Contract Documents and Plans is SIXTY dollars (\$60.00) for each set and is non-refundable. To receive Contract Documents and Plans by mail, send request and payment prior to shipping and include an additional TEN dollars (\$10.00), for a total of SEVENTY dollars (\$70.00), to include shipping and handling. If there are any questions please call (530) 573-7900.

The Geotechnical Report prepared by MACTEC, Inc. is available to Contract Document Holders. The report will be provided to Contract Document Holders as a .pdf file on DOT's website www.edcgov.us/DOT/bids.html.

CONTRACTOR'S LICENSE CLASSIFICATION

Bidders shall be properly licensed to perform the Work pursuant to the Contractors' State License Law (Business and Professions Code section 7000 et seq.) and shall 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 shall maintain a valid license through completion and acceptance of the Work including guarantee and acceptance period. If the Contractor possesses a Class A license instead of the equivalent combination of Classes required by the categories and type of work included in the Contract Documents and Plans, then the Contractor or a subcontractor must also possess a **CLASS C27** "Landscaping Contractor" license. Failure of the successful Bidder to obtain proper and adequate licensing for an award of the Contract shall constitute a failure to execute the Contract, and shall result in 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 El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. The Bidder to whom an award is made 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.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each Proposal shall have listed therein the name and address of each subcontractor, to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of ½ of one percent of his total bid or \$10,000, whichever is greater, in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder shall also include in the Subcontractor Listing the work portion to be performed by each subcontractor listed. The work portion shall be shown by listing the bid item number, description, and percentage of each bid item subcontracted. The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Steve Kooyman, County of El Dorado Department of Transportation, email - steve.kooyman@edcgov.us, fax - (530) 541-7049 within 24 hours of the date and time listed for the bid opening in the Notice to Bidders. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the percentage of each bid item subcontracted. The Bidder's attention is invited to other provisions of the Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

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. This project is also subject to the "Buy America Act" provisions of 43 CFR Part 12 Subpart E Section 12.730 for Supplies and Section 12.830 for Construction Materials.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The County of El Dorado affirms that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus firms are used when possible. Pursuant to 43 CFR Part 12 Section 12.76 (e)(2)(v), Bidder is required to utilize the services and assistance of the U.S. Small Business Administration, San Francisco District Office, Minority Enterprise Development Division, 455 Market Street, Sixth Floor, San Francisco, California 94105, Attn: Julie, Telephone - (415) 744-6808, and the U.S. Department of Commerce, Minority Business Development Agency, 221 Main Street, Suite 1280, San Francisco, California 94105, Telephone - (415) 744-3001, for assistance in locating DBE firms.

NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

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

Attention is further directed to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor 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.

This Contract is subject to federal and state contract nondiscrimination and compliance requirements including Government Code, Section 12990, and shall be construed and interpreted in compliance with said provisions.

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 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 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Department of Transportation hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged 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, or national origin in consideration for the award.

PREVAILING WAGE REQUIREMENTS

A. 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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. 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/DLSR/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.

B. 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 the case of projects involving federal funds, federal wage requirements have been included in the Contract Documents.

C. 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 in part by federal funds. The Contractor's attention is directed to Section 14 of these Specifications 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).

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

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, the Contractor and subcontractors shall 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 the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

BID SECURITY

A bid security shall be provided with each bid. A bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check, or cashier's check drawn to the order of the County of El Dorado or a Bidder's Bond executed by a surety satisfactory to the County of El Dorado and shall be **on the form provided in the Proposal section of these Contract Documents (do not detach the form)**. The Bidder to whom award is made shall provide Certificates of Insurance as required in Section 7 of the Special Provisions, and shall complete and submit the Performance Bond and Payment Bond forms contained in the Contract Documents.

BID PROTEST PROCEDURE

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 43 Code of Federal Regulations Part 12 Section 12.76 (b)(12)(i)-(ii), 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:

- (i.) Violations of Federal law or regulations and the standards of 43 CFR Part 12 Section 12.76 (b)(12)(i)-(ii). 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
- (ii.) 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. This procedure is available after the informal methods have failed to reach a solution.

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

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

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 address designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").

2. Within five (5) working days from the date of the "All Bidders Letter," the bidder protesting the recommendation for award shall submit a letter of protest to the Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150, and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.

3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, 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 shall also include in its report 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. 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. If the bidder is in attendance, the Board of Supervisors will take comment from the bidder, staff, and members of the public who wish to speak on the item.

At its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

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

RETAINAGE FROM PAYMENTS

Provided that federal regulations and policies applying to this Contract allow for substitution, 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 shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

PROJECT ADMINISTRATION

All communications relative to the Contract Documents and Plans shall be directed to Steve Kooyman at the County of El Dorado Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150, telephone: (530) 573-7900, email: steve.kooyman@edcgov.us. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. All responses will be in the form of written addenda to the Contract Documents and Plans or written responses to bidders' inquiries. Responses and addenda will be posted on the Department of Transportation website at www.edcgov.us/DOT/bids.html. It is the Bidders' responsibility to check this website for responses to bidder's inquiries and addenda during the bid period.

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

Authorized by the Board of Supervisors on _____, 2010 at Placerville, California.

By _____
James W. Ware, P.E.
Director of Transportation

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

PROPOSAL

(to be attached to and submitted with this bound Contract Document bid package)

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

for the construction of
ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT

**CONTRACT NO. PW 09-30486
CIP NO. 95161**

NAME OF BIDDER

BUSINESS P.O. BOX

CITY, STATE, ZIP

BUSINESS STREET ADDRESS

(Please include even if P.O. Box used)

CITY, STATE, ZIP

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

The work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (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, dated May 2006, the Standard Specifications, dated May 2006, Amendments to the May 2006 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 54-94 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:

ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT
CONTRACT NO. PW 09-30486
CIP NO. 95161

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 of the entry in the item total column, then the amount set forth in the total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

(b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one-hundredth, etc., from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the Department's Final Estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals, and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error, or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined at the discretion of the County of El Dorado, and that discretion will be exercised in the manner deemed by the County of El Dorado to best protect the public interest in the prompt and economical completion of the work. The decision of the County of El Dorado respecting

the amount of a bid, or the existence or treatment of any irregularity in a bid, shall be final.

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 rider(s), if applicable, in accordance with Section 5-1.04, "Contract Bonds" of the Special Provisions, with surety satisfaction to the County of El Dorado within five (5) days, not including Saturdays, Sundays, and legal holidays, after the Bidder has received notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

Attention! The undersigned Bidder acknowledges that: a bid security must be in an amount of not less than ten percent (10%) of the total amount of the Bid.

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 Project 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 Sample 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
ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT
CONTRACT NO. PW 09-30486, CIP NO. 95161**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
1	Mobilization	1	LS				
2	Traffic Control	1	LS				
3	Sweeping	1	LS				
4	Trench and Excavation Safety	1	LS				
5	Install & Maintain Tree Protection and Construction Limit Fence	1329	LF				
6	Mobilization/Demobilization for Mulch Blowing	1	LS				
7	Mulch and Mulch Application	50	CY				
8	Mobilization/Demobilization for Tackifier Application	1	LS				
9	Tackifier and Tackifier Application	17326	SF				
10	Install and Maintain Weighted Fiber Rolls or Gravel-filled Rolls	20	EA				
11	Install and Maintain Filter Fence	754	LF				
12	Install and Maintain Visqueen with Gravel Bags or Gravel-Filled Rolls	334	LF				
13	Diversion	1	LS				
14	Dewatering (Area 1)	1	LS				
15	Rewatering	1	LS				
16	Angora Creek Channel (F)	117	LF				
17	Riffle Structure (F)	32	LF				
18	Install and Maintain Tire Wash Area (On Pavement)	2	EA				
19	Install and Maintain Concrete Wash Area	2	EA				
20	Roadside Sign Removal and Relocation	3	EA				
21	36" Double Sediment Trap	1	EA				
22	Remove Existing CMPs	1	LS				
23	Salvaged Sod Grass-Lined Swale	103	LF				
24	Grass-Lined Swale	44	LF				

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)	ITEM TOTAL (in Figures)
25	Rolled Concrete Curb and Gutter with Tie-In Pavement	153	LF		
26	Type 1 Concrete Curb Opening	1	EA		
27	AC Pavement Removal (F)	5726	SF		
28	AC Paving	8473	SF		
29	Miscellaneous Grading	616	CY		
30	Overexcavate and Remove Unsuitable Material	150	CY		
31	Water Main Relocation	76	LF		
32	Three-Sided Precast Bridge System	1	LS		
33	Rock and Willow Bank Stabilization (F)	38	LF		
34	Concreted Rock Grade Control	860	SF		
35	Humus for Topsoil Mix	38	CY		
36	Humus and Humus Application	19	CY		
37	Install and Maintain Wooden Tree Trunk Protection	6	EA		
38	Remove and Dispose of Log Trash Rack	1	LS		
39	Sheet Pile Removal and Installation	1	LS		
40	Dewatering for Sheet Pile Installation (Area 3)	1	LS		
41	Floodplain Grading (F)	405	CY		
42	Tree Removal Greater Than or Equal To 8" in Diameter But Less Than 20" in Diameter	20	EA		
43	Tree Removal Greater Than or Equal To 20" in Diameter	2	EA		
44	Willow Clump Salvage and Transplant	10	EA		
45	Weathered Steel Guardrail Installation	138	LF		
46	Weathered Steel Guardrail R&R with New Posts and Blocks	263	LF		
47	Sod Salvage and Transplant	820	SF		
48	Sod Harvest and Transplant	7290	SF		
49	Rock Slope Protection	688	SF		
50	Boulder Removal and Relocation	32	EA		
51	Rock Fracturing and Removal	50	CY		

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
52	Coir Logs	10	EA				
53	Adjust Utility Covers to Grade	3	EA				
54	Berm Removal (F)	73	CY				
55	Dewatering for Berm Removal (Area 2)	1	LS				
56	Import Fill	500	CY				
TOTAL BID							

(F) Denotes Final Pay Item, (LS) Denotes Lump Sum

(NOTICE: Bidder's 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.)

(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

The Bidder _____,
proposed subcontractor _____,
_____ hereby certifies that

he has _____, has not _____, participated 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.

SMALL BUSINESS STATUS

Are you certified as a Small Business by the Office of Small and Business of the Department of General Services of the State of California?

Please check one of the following: _____yes, _____no, _____unsure.

(Note: This small business questionnaire is included for statistical reporting only, and your answer neither affects your bid on this contract, nor will it be cause for penalty.)

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury under the laws of the State of California, 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 accordance 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 immediate 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 accordance with Title 23 United States Code, Section 112, and Public Contract Code Section 7106, the Bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract of anyone interested in the proposed Contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his 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 AND SUSPENSION CERTIFICATION

The Bidder certifies that it complies with

TITLE 2, CODE OF FEDERAL REGULATIONS, PART 180 OMB GUIDELINES TO AGENCIES ON GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT) SUBPART C RESPONSIBILITIES OF PARTICIPANTS REGARDING TRANSACTIONS DOING BUSINESS WITH OTHER PERSONS,

AS SUPPLEMENTED BY TITLE 2, CODE OF FEDERAL REGULATIONS, GRANTS AND AGREEMENTS, SUBTITLE B FEDERAL AGENCY REGULATIONS FOR GRANTS AND AGREEMENTS, CHAPTER XIV DEPARTMENT OF INTERIOR, PART 1400 NON-PROCUREMENT DEBARMENT AND SUSPENSION, SUBPART C RESPONSIBILITIES OF PARTICIPANTS REGARDING TRANSACTIONS, AND

EXECUTIVE ORDER 12549.

Accordingly, the Bidder, under penalty of perjury under the laws of the State of California, certifies that, except as noted below, he or any person associated therewith in the capacity of owner, principal, partner, director, officer, 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 may result in denial of award, and will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applied, initiating agency, and dates of action.

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 knowledge and belief, that:

- 1) 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 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.
- 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure of Lobbying Activities,” in accordance with its 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 prospective participant also agrees by submitting his bid or proposal that he shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

COMPLETE THE FEDERAL FORM **SF-LLL** ONLY IF YOU PAID FUNDS, OTHER THAN FEDERAL FUNDS, FOR LOBBYING ANY FEDERAL OFFICER OR EMPLOYEE. SEE THE PRECEDING NON-LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS, AND FEDERAL LOBBYING RESTRICTIONS OF THE SPECIAL PROVISIONS.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year ____ quarter ____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known Congressional District, if known	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply) <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 _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
14. 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: (attach Continuation Sheet(s) if necessary)		
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>		
16. 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.		
		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

Standard Form LLL Rev. 09-12-97

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 and/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. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) 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).
11. 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.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. 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.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, 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. 06-04-90

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance 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.

CERTIFICATION OF BIDDER'S PRECAST BRIDGE MANUFACTURER'S QUALIFICATIONS

Bidder certifies that _____
(insert name of precast bridge manufacturer selected by Bidder)
meets the following requirements:

Check one or both of the following boxes as applicable:

Prior to and during production of the elements of the proposed bridge system the selected manufacturer is/will be certified by:

- The Precast/Prestressed Concrete Institute Plant Certification Program

- The National Precast Concrete Association's Plant Certification Program

AND/OR

Has been in the business of producing precast concrete products similar to those specified for a minimum of 3 years. The selected manufacturer maintains a permanent quality control department or retains an independent testing agency on a continuing basis. The independent testing agency will issue a report, certified by a licensed engineer, detailing the ability of the manufacturer to produce quality products consistent with industry standards.

NOTE: The above Certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Bidders are cautioned that making a false certification may result in the Bidder's bid being deemed non-responsive.

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 total of the 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 Section 4104 of the Subletting and Subcontracting Fair Practices Act, and 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 Title 2, Code of Federal Regulations, Part 180 Debarment and Suspension Certification; and the Non-Lobbying Certification for Federal-Aid Contracts and the Disclosure of Lobbying Activities (Standard Form LLL) and Certification of Bidder's Precast Bridge Manufacturer's Qualifications are true and correct. By my signature on this Proposal, I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Equal Employment Opportunity Certification, the Small Business Status questionnaire, the Non-Lobbying Certification for Federal Aid Contracts, and the questionnaire regarding Disclosure of Lobbying Activities 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 _____, 2010

at _____ County, State of _____

Date: _____



Signature of Bidder

Name and Title of Bidder _____

Name of Firm _____

END OF PROPOSAL

COUNTY OF EL DORADO

BIDDER'S BOND

this form MUST be used

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE, _____

_____ as **PRINCIPAL**, and

as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL AMOUNT BID** 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 924B Emerald Bay Road, South Lake Tahoe, California 96150, on **May 21, 2010**, for the construction of the

**ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT
CONTRACT NO. PW 09-30486, CIP NO. 95161**

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, _____ 2010.

(seal) _____
Principal

(seal) _____
Surety

Address: _____

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

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

CONTRACT NO. PW 09-30486

CIP NO. 95161

for the construction of

ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this ____ day of _____, in the year of 2010, 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, the 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 the Contract is an improvement over which County shall exercise general supervision. County, therefore, shall have the right, but not the duty, to assume full and direct control over the Contract whenever County, at its sole discretion, shall determine that its responsibility is so required.

Contractor shall complete, in accordance with the Contract Documents, the Work as specified or indicated under the Bid Schedule(s) of County's Contract Documents entitled:

Angora Creek Fisheries/SEZ Enhancement Project, dated April, 2010

- A. The project is located in eastern El Dorado County, in the Tahoe Basin, where Angora Creek passes beneath Lake Tahoe Boulevard. The Project area is generally contained within the floodplain of Angora Creek, approximately 60 feet downstream and 120 feet upstream of Lake Tahoe Boulevard. The Work to be done is shown on the Plans, described in the Special Provisions, and generally consists of, but is not limited to, the construction of erosion control improvements including curb and gutter with tie-in pavement, a double sediment trap, drainage channel, and revegetation. In addition the Work includes grading, widening of the roadway, rock slope protection, and guardrail removal and installation and construction of Angora Creek improvements including clearing and grubbing, tree removal, steel sheet pile removal and relocation, log trash rack removal, mowing and sod harvesting, construction of temporary access roads, dewatering and diversion of Angora Creek, construction of new creek channel, floodplain grading, rewatering, revegetation, earthen berm removal, culvert removal, installation of precast bridge structure and cast-in-place foundations at Lake Tahoe Boulevard, and utility relocation. Lake Tahoe Boulevard will be closed to traffic for thirty (30) working days for the installation of the precast bridge structure and cast-in-place foundations, culvert removal, utility relocation, channel and road work.

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- B. Other items or details not mentioned above that are required by the Plans, Standard Specifications, or these Special Provisions, shall 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, Equal Employment Opportunity Certification, Subcontractors Listing, Small Business Status Questionnaire, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Suspension and Debarment Certification, Non-Lobbying Federal Aid Contracts Certification, Disclosure of Lobbying Activities, Certification of Bidder's Precast Bridge Manufacturer's Qualifications, Section 10285.1 Statement, the Contract which includes this Agreement with all Exhibits thereto, Payment Bond and Performance Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the Caltrans Standard Plans, dated May 2006, and Standard Specifications, dated May 2006, Amendments to the May 2006 Standard Specifications; and Standard Drawings from the Design and Improvement Standards Manual of County of El Dorado, revised March 8, 1994 including Resolutions 58-94 and 199-91 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 Department of Industrial Relations to be in effect on the date the Work is accomplished, and all the obligations of County and of Contractor which are fully set forth and described therein; the provisions of Title 43 of the Code of Federal Regulations Part 12 Subparts A, C, and E. 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 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 duplicitous 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 Schedule, a copy of which is attached hereto as Exhibit A.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under the Contract shall commence on the date specified in the Notice to Proceed by County. The Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 4 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 Section 4 of the Special Provisions annexed hereto, plus any extensions thereof allowed in accordance with Section 4 of the 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 **Two Thousand Five Hundred dollars (\$2,500.00) per day**, as liquidated damages and not as penalty, for each and every calendar day's delay in finishing the Work in excess of the number of working days prescribed herein.

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Article 5. INDEMNITY

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, agencies of the federal government, the State of California (State), and the California Tahoe Conservancy (CTC), and each of its members, officers, agents, directors, and employees harmless against and from any and all claims, suits, losses, demands, 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 or federal government agency, State, or CTC 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 County, agencies of the federal government, State, CTC, Contractor, subcontractors or employees of any of these, except active or sole negligence of County, agencies of the federal government, State, CTC, and each of its members, officers, agents, directors, and employees, or where expressly prescribed by statute.

In those instances where County has entered or will enter into agreements with adjacent property owners or has obtained easements from private property owners upon whose property it will be necessary for Contractor to enter to perform the Work to be done under the Contract, Contractor shall indemnify such property owners in the same manner and to the same extent as County is indemnified herein.

The duty to indemnify and hold harmless as set forth above, 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.

Article 6. GUARANTEES

Contractor shall repair or replace any or all Work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to County, ordinary wear or tear and unusual abuse or neglect excepted, during the term of the Contract and for a period of one (1) year from acceptance of the Contract.

Contractor shall be required to repair or replace any and all adjacent facilities or areas which have been damaged or displaced due to Contractor's work performed under this Agreement at no expense to County during the term of this Agreement and for a period of one (1) year from acceptance of the Contract.

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

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

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

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Article 7. VENUE

Any litigation arising out of this Contract shall be brought in the County of El Dorado and governed by California law.

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 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 4450-4554, 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 4450-4554 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 County's Representative, or the Engineer, if one is appointed, or otherwise

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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 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.

If the Surety assumes any part of the Work, it shall take Contractor's place in all respect for that part and shall be paid by County for all Work performed by it in accordance with the Contract. If the Surety assumes the entire Contract, all money due Contractor at the time of its default shall be payable to the Surety as the work progresses, subject to the terms of this Contract.

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. 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 _____

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Article 12. WARRANTY

Contractor warrants to County that materials and equipment furnished for the Work will be 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 therein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Article 13. RETAINAGE

The retainage from payment is set forth in "Payments" 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 14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

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 the applicable requirements of 43 CFR Part 12 in the award and administration of this Bureau of Reclamation-assisted contract. The applicable requirements 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 Article.

Failure by 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.

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Article 15. PROMPT PAYMENT OF SUBCONTRACTORS

Prompt Progress Payment to Subcontractors

A prime contractor or subcontractor shall pay to any subcontractor, not later than ten (10) days of receipt of each progress payment, in accordance with the provisions in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The ten (10) day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with County's prior written approval. Any violation of Section 7108.5 shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

Prompt Payment of Withheld Funds to Subcontractors

County shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Department of the contract work and pay retainage to the prime Contractor based on these acceptances. The prime Contractor or subcontractor shall return all monies withheld in retention from the subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by County. Federal law (49CFR26.29) requires that any delay or postponement of payment may take place only for good cause and with County's prior written approval. Any violations of these provisions shall subject the violating Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor.

Article 16. PREVAILING WAGE REQUIREMENTS

In accordance with the provisions of California Labor Code sections 1770, et seq., including but not limited to 1773, 1773.1, 1773.2, 1773.6 and 1773.7, the general prevailing rate of wages in County in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. 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/dlsr/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 County in which the Work is to be done are also on file at the Department of Transportation's principal office, and shall be made available upon request, and in the case of projects involving federal funds, federal wage requirements have been included in the Contract Documents.

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

In the case of federally funded projects, where federal and state prevailing wage requirements apply, Angora Creek Fisheries/SEZ Enhancement Project
Contract No. PW 09-30846, CIP #95161
March 2010

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compliance with both is required. This project is funded in whole or in part by federal funds. Contractor's attention is directed to Section 14 of these Specifications 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 shall 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 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

Article 17. NONDISCRIMINATION

Attention is further directed to the "Nondiscrimination Clause," set forth in Section 7-1.01A(4), "Labor 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.

This Contract is subject to federal and state contract nondiscrimination and compliance requirements including Government Code, Section 12990, and shall be construed and interpreted in compliance with said provisions.

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 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 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

During the performance of this contract, Contractor agrees as follows:

- (1) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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- (2) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency 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 subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor, subrecipient 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 43 CFR Part 12 in the award and administration of U.S. Department of Interior assisted contracts. Failure by 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. Each subcontract signed by the bidder must include this assurance.

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Article 18. 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 Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. 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).
- g. Will comply with County, State of California, and federal requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 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).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

Article 19. 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. 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.

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Article 20. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is Steve Kooyman, P.E., Supervising Civil Engineer, Department of Transportation, or successor.

Article 21. RETENTION AND ACCESS TO RECORDS

All accounting records and other supporting papers of Contractor's connected with performance under this Agreement shall be maintained for a minimum of three (3) years from the date of final payment by County or when all other pending matters are closed and shall be held open to inspection and audit by representatives of County, CTC, Comptroller General of the United States, or any duly authorized representative of the Federal Government and copies thereof shall be furnished upon request.

Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment by County or all other pending matters are closed. Representatives of County, CTC, Comptroller General of the United States, or any duly authorized representative of the Federal Government shall have access to any books, documents, papers, and records that are pertinent to the contract for audit, examination, excerpts, transactions, and copies thereof shall be furnished upon request.

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 shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 43 CFR 12 Subpart C Section 12.80(c). Information to be supplied by Contractor shall be reported to County on an as requested basis.

Article 22. DRUG-FREE WORKPLACE

Contractor agrees to maintain a drug-free workplace in accordance with Government Code Section 8355, et seq. by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that will be taken against employees for violations of this prohibition;
- b. Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the person's or organization's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon employees for drug abuse violations;
- c. Submitting a drug-free workplace certification form Exhibit B to County with the submittal of the signed Agreement;
- d. Requiring that each employee engaged in the performance of the contract be given a copy of the certification.

Article 23. PROTECTION OF ENVIRONMENT

Pursuant to 43 CFR 12 Subpart C Section 12.76(i)(12), Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1875(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and FRL 5513-1, as thereafter modified or amended.

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Article 24. BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States with the exception that pig iron and processed, pelletized, and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost, or \$2,500, whichever is greater. Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

In accordance with Section 502 of the Energy and Water Development Appropriations Act, 2002, Public Law 107-66, it is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

SUPPLIES – 43 CFR Part 12 Subpart E Section 12.730

- (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products. Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products. Domestic end product, as used in this clause, means an unmanufactured end product mined or produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b) (2) or (3) of this clause shall be treated as domestic. End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.
- (b) The contractor shall deliver only domestic end products, except those –
 - (1) For use outside the United States;
 - (2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the head of TRCD or a designee at a level no lower than the TRCD's designated awarding official determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the head of TRCD or a designee at a level no lower than TRCD's designated awarding official determines the cost to be unreasonable (see Sec. 12.715).

CONSTRUCTION MATERIALS – 43 CFR Part 12 Subpart E Section 12.830

- (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material. Components, used in this clause, mean those articles, materials, and supplies incorporated directly into construction materials. Construction material, as used in this

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clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site. Domestic construction material, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to Sec. 12.810 (a) (3) of 43 CFR part 12, subpart E shall be treated as domestic.

- (b) The contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this agreement, except for foreign construction materials, if any, listed in this agreement.

Article 25. AUTHORIZED SIGNATURES

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

S A M P L E

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

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

CONTRACTOR

Dated _____

Name of Company

By _____
Authorized Representative License No. Federal Employer Identification #

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 in 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 they are 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 Department prior to signing this document.

Mailing Address _____

Business Address _____

City, Zip _____

Phone (____) _____ Fax (____) _____

END OF AGREEMENT

**EXHIBIT A
CONTRACTOR'S BID AND BID SCHEDULE
ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT
CONTRACT NO. PW 09-30486, CIP NO. 95161**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
1	Mobilization	1	LS				
2	Traffic Control	1	LS				
3	Sweeping	1	LS				
4	Trench and Excavation Safety	1	LS				
5	Install & Maintain Tree Protection and Construction Limit Fence	1329	LF				
6	Mobilization/Demobilization for Mulch Blowing	1	LS				
7	Mulch and Mulch Application	50	CY				
8	Mobilization/Demobilization for Tackifier Application	1	LS				
9	Tackifier and Tackifier Application	17326	SF				
10	Install and Maintain Weighted Fiber Rolls or Gravel-filled Rolls	20	EA				
11	Install and Maintain Filter Fence	754	LF				
12	Install and Maintain Visqueen with Gravel Bags or Gravel-Filled Rolls	334	LF				
13	Diversion	1	LS				
14	Dewatering (Area 1)	1	LS				
15	Rewatering	1	LS				
16	Angora Creek Channel (F)	117	LF				
17	Riffle Structure (F)	32	LF				
18	Install and Maintain Tire Wash Area (On Pavement)	2	EA				
19	Install and Maintain Concrete Wash Area	2	EA				
20	Roadside Sign Removal and Relocation	3	EA				
21	36" Double Sediment Trap	1	EA				
22	Remove Existing CMPs	1	LS				
23	Salvaged Sod Grass-Lined Swale	103	LF				

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
24	Grass-Lined Swale	44	LF				
25	Rolled Concrete Curb and Gutter with Tie-In Pavement	153	LF				
26	Type 1 Concrete Curb Opening	1	EA				
27	AC Pavement Removal (F)	5726	SF				
28	AC Paving	8473	SF				
29	Miscellaneous Grading	616	CY				
30	Overexcavate and Remove Unsuitable Material	150	CY				
31	Water Main Relocation	76	LF				
32	Three-Sided Precast Bridge System	1	LS				
33	Rock and Willow Bank Stabilization (F)	38	LF				
34	Concreted Rock Grade Control	860	SF				
35	Humus for Topsoil Mix	38	CY				
36	Humus and Humus Application	19	CY				
37	Install and Maintain Wooden Tree Trunk Protection	6	EA				
38	Remove and Dispose of Log Trash Rack	1	LS				
39	Sheet Pile Removal and Installation	1	LS				
40	Dewatering for Sheet Pile Installation (Area 3)	1	LS				
41	Floodplain Grading (F)	405	CY				
42	Tree Removal Greater Than or Equal To 8" in Diameter But Less Than 20" in Diameter	20	EA				
43	Tree Removal Greater Than or Equal To 20" in Diameter	2	EA				
44	Willow Clump Salvage and Transplant	10	EA				
45	Weathered Steel Guardrail Installation	138	LF				
46	Weathered Steel Guardrail R&R with New Posts and Blocks	263	LF				
47	Sod Salvage and Transplant	820	SF				
48	Sod Harvest and Transplant	7290	SF				
49	Rock Slope Protection	688	SF				

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (in Figures)		ITEM TOTAL (in Figures)	
50	Boulder Removal and Relocation	32	EA				
51	Rock Fracturing and Removal	50	CY				
52	Coir Logs	10	EA				
53	Adjust Utility Covers to Grade	3	EA				
54	Berm Removal (F)	73	CY				
55	Dewatering for Berm Removal (Area 2)	1	LS				
56	Import Fill	500	CY				
TOTAL BID							

(F) Denotes Final Pay Item, (LS) Denotes Lump Sum

**EXHIBIT B
DRUG-FREE WORKPLACE CERTIFICATION**

COMPANY/ORGANIZATION NAME

The Contractor named above hereby certifies compliance with Government Code Section 8355 in matter relating to providing a drug-free workplace. The above named contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation, and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract:
 - a. Will receive a copy of the company's drug-free policy statement, and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor to the above-described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME

DATE EXECUTED

EXECUTED IN THE COUNTY OF

CONTRACTOR SIGNATURE

TITLE

FEDERAL I.D. NUMBER

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:

**ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT
CONTRACT NO. PW 09-30486, CIP NO. 95161**

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of

_____ Dollars,

(\$ _____) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 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: _____, 20_____.

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

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

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

NOTARY ACKNOWLEDGEMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

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

State of California

County of _____

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

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

County of El Dorado

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____

the Contractor in the Contract hereto annexed, as Principal, and _____

as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of _____ Dollars,

(\$ _____) lawful money of the United States, for which payment, well and truly to be made,

we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of **Contract No. PW 09-30846, CIP No. 95161 for the Angora Creek Fisheries/SEZ Enhancement Project** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work.

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

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

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

Dated: _____, 20_____.

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

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

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

PRINCIPAL

ACKNOWLEDGMENT

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

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)

Withholding Exemption Certificate

2010

(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. Do not use this form for exemption from wage withholding.)

590

File this form with your withholding agent. (Please type or print)

Withholding agent's name _____

Vendor/Payee's name _____

Vendor/Payee's SSN or ITIN
 SOS file no. CA corp. no. FEIN

Address (number and street, PO Box, or PMB no.) _____

Apt. no./ Ste. no. _____

City _____

State _____

ZIP Code _____

Read the following carefully and check the box that applies to the vendor/payee.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

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

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information E, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships:

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

Limited Liability Companies (LLC):

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

Tax-Exempt Entities:

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

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

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

California Trusts:

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

Estates — Certification of Residency of Deceased Person:

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

CERTIFICATE: Please complete and sign below.

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

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

Vendor/Payee's signature ► _____ Date _____

Instructions for Form 590

Withholding Exemption Certificate

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

What's New

Backup Withholding – For taxable years beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to ftb.ca.gov and search for **backup withholding**.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

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

Foreign Address – Enter the information in the following order: City, Country, Province/Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should direct their calls to the California Employment Development Department (EDD) at 888.745.3886 or go to www.edd.ca.gov.

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

B Requirement

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

Withholding is required on the following, but is not limited to:

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

However, withholding is optional if the total payments of California source income are \$1,500 or less during the calendar year.

For more information on withholding and waiver requests, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information G, Publications, Forms, and Additional Information.

C Who can Execute this Form

Form 590 can be executed by the entity or individual listed on this form.

If an entertainer (a person or a business entity) is paid for a performance, the entertainer's information must be provided. Do not submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

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

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

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

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

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation

engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

F Withholding Agent

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

For more information, contact Withholding Services and Compliance, see General Information G.

The vendor/payee must notify the withholding agent if any of the following situations occur:

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

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-A, Payment Voucher for Foreign Partner or Member Withholding, Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

G Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at ftb.ca.gov.

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

WITHHOLDING SERVICES AND
COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: 888.792.4900
916.845.4900
Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance

Website: ftb.ca.gov
Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono

Sitio web: ftb.ca.gov
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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

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

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

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

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

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

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

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

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

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

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name” line.

Limited liability company (LLC). Check the “Limited liability company” box only and enter the appropriate code for the tax classification (“D” for disregarded entity, “C” for corporation, “P” for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner’s name on the “Name” line. Enter the LLC’s name on the “Business name” line.

For an LLC classified as a partnership or a corporation, enter the LLC’s name on the “Name” line and any business, trade, or DBA name on the “Business name” line.

Other entities. Enter your business name as shown on required federal tax documents on the “Name” line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the “Business name” line.

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

Exempt Payee

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

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

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

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

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

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

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

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

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

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

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

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

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

Privacy Act Notice

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

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

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

SPECIAL PROVISIONS

ANNEXED TO CONTRACT NO. PW 09-30486, CIP NO. 95161

SECTION 1. SPECIFICATIONS AND PLANS

1-1.01 GENERAL

The work embraced herein shall be done in accordance with the Standard Specifications, dated May 2006, including the Amendments to the Standard Specifications, and Standard Plans, dated May 2006, of the California Department of Transportation (Caltrans) insofar as the same may apply, and in accordance with the following Special Provisions.

In case of conflict between the Standard Specifications and these Special Provisions, the Special Provisions shall take precedence over and be used in lieu of such conflicting portions. The Contractor's attention is also directed to Sections 4-1.01, "Intent of Plans and Specifications," and 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications, and Special Provisions," of the Standard Specifications.

The Geotechnical Report prepared by MACTEC, Inc. is available to Contract Document Holders. The report will be provided to Contract Document Holders as a .pdf file on DOT's website www.edcgov.us/DOT/bids.html.

1-1.02 DEFINITIONS AND TERMS

As used in the Contract Documents, unless the context requires otherwise, the following terms have the following meanings:

AWWA – American Water Works Association.

BOR – Bureau of Reclamation.

CALTRANS – The State of California Department of Transportation.

CONTRACTOR – Contractor responsible for constructing the Angora Creek Fisheries/SEZ Enhancement Project Improvements.

COUNTY – County of El Dorado, a political subdivision of the State of California.

CTC – California Tahoe Conservancy.

CCC – California Conservation Corps.

DOT / DEPARTMENT / DEPARTMENT OF TRANSPORTATION / RECIPIENT – The Department of Transportation as created by the Board of Supervisors for the County of El Dorado.

US DOT – The United States of America Department of Transportation.

COUNTY SURVEYOR – The elected official holding the title of County Surveyor for the County of El Dorado, whose office is located in Placerville, California.

DBE – Disadvantaged Business Enterprise. This definition includes disadvantaged, small, minority, and women owned business enterprises.

DEPUTY DIRECTOR – The Deputy Director of Facilities Engineering in the Department of Transportation for the County of El Dorado.

DIRECTOR OF TRANSPORTATION – The Director of Transportation for the County of El Dorado.

ENGINEER / STATE HIGHWAY ENGINEER – The Director of Transportation for the County of El Dorado, or his authorized representative (Resident Engineer).

FHWA – Federal Highway Administration.

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.

LAHONTAN – The California Regional Water Quality Control Board (CRWQCB) in the Lake Tahoe area known as the Lahontan Region.

MUTCD – California Manual on Uniform Traffic Control Devices (FHWA's MUTCD 2003 Revision 1, as amended for use in California), also called the California MUTCD.

OSHA – Occupational Safety and Health Administration.

PLANS – The improvement plans titled “**ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT**” approved by the County of El Dorado Department of Transportation, and the Standard Plans.

SEZ – Stream Environment Zone - Land Capability Class 1b.

STANDARD PLANS – The May 2006 edition of the Standard Plans of the State of California, Department of Transportation (Caltrans) and Standard Plans Errata.

STANDARD SPECIFICATIONS – The May 2006 edition of the Standard Specifications of the State of California, Department of Transportation (Caltrans) and the Amendments to the May 2006 Standard Specifications.

STATE – The State of California, including its agencies, departments, or divisions, whose conduct or action is related to the work or The County of El Dorado.

STPUD – South Tahoe Public Utility District.

SURVEYOR – An employee of the County of El Dorado Department of Transportation who is a registered Land Surveyor or who is performing surveying under the license of a registered Land Surveyor who is also employed by the Department of Transportation.

TRCD – Tahoe Resource Conservation District.

TRPA – Tahoe Regional Planning Agency.

USDA – United States Department of Agriculture.

USFS – United States Forest Service; also known as the USDA Forest Service – an agency of the United States Department of Agriculture.

All other Definitions and Terms are in accordance with the Standard Specifications.

1-1.03 AMENDMENTS TO THE STANDARD SPECIFICATIONS

Attention is directed to Appendix A of these Special Provisions, containing Amendments to the Standard Specifications as issued by the State of California Department of Transportation. These Amendments are hereby incorporated into the Contract Documents to replace or supplement those sections of the Standard Specifications where an Amendment exists, and are to be treated the same as the Standard Specifications in relation to other Contract Documents.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The Bidders' attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these Special Provisions for the requirements and conditions which it must observe in the preparation of the Proposal form and the submission of the bid.

The first sentence of the second paragraph in Section 2-1.05, "Proposal Forms," of the Standard Specifications is amended to read:

"The Proposal form is bound together with the Notice to Bidders, Special Provisions, Agreement and attendant documents."

A Proposal shall be deemed "Non-Responsive" if the Proposal is submitted without the entire Contract Document package attached.

In addition to whom the bidder proposes to directly subcontract portions of the Work as required in accordance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, the list of subcontractors shall also set forth the percentage of each bid item that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal section of these Contract Documents.

The first sentence of the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications is amended to read:

The bidder's bond shall conform to the bond form included in this Proposal for the project "ANGORA CREEK FISHERIES/SEZ ENHANCEMENT PROJECT", and shall be properly filled out and executed. Do not detach the bidder's bond from the proposal.

The Proposal shall not be detached and shall be submitted with the Contract Documents bid package in its entirety.

The form of Bidder's Bond mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found in the Proposal.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 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 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written

notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Each subcontract signed by the bidder must include this assurance.

2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications is amended to read:

2-1.054 Required Listing of Proposed Subcontractors; Each Proposal shall have listed therein the name, contractor's license 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 shall also include in the Subcontractor Listing the work portion to be performed by each subcontractor listed. The work portion shall be shown by listing the bid item number, description, and percentage of each bid item subcontracted. The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Steve Kooyman, County of El Dorado Department of Transportation, email - steve.kooyman@edcgov.us, fax - (530) 541-7049 within 24 hours of the date and time listed for the bid opening in the Notice to Bidders. The email or fax shall contain the name of each subcontractor submitted with the Bidder's bid along with the percentage of each bid item subcontracted. At the time the contract is awarded, all listed subcontractors shall 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.

2-1.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This Contract is subject to BOR Uniform Federal Assistance Regulations, 43 CFR Part 12 Subpart C, entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." The Regulations in their entirety are incorporated herein by this reference.

Contractor shall carry out applicable requirements of 43 CFR 12 in the award and administration of this Bureau of Reclamation-assisted Contract. The applicable requirements of 43 CFR 12 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 Article.

Failure by Contractor to carry out these requirements is a material breach of the Contract, which may result in the termination of the Contract or such other remedy as County deems appropriate. Contractor shall include this assurance in every subcontract entered into as a result of the Contract.

Pursuant to 43 CFR 12 Subpart C Section 12.76 (e)(2)(v), Bidder is required to utilize the services and assistance of the U.S. Small Business Administration, San Francisco District Office, Minority Enterprise Development Division, 455 Market Street, Sixth Floor, San Francisco, California 94105, Telephone - (415) 744-6820, and the U.S. Department of Commerce, Minority Business Development Agency, 221 Main Street, Suite 1280, San Francisco, California, 94105, Telephone - (415) 744-3001, for assistance in locating DBE firms.

2-1.04 NOT USED

2-1.05 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

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

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Information regarding standard Form-LLL, "Disclosure of Lobbying Activities," is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

Contractor, subcontractors, and any lower-tier contractors shall 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 previously filed by Contractor, subcontractor, and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- 1) 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
- 2) A change in person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- 3) A change in the officer(s), employee(s), or member(s) influencing or attempting to influence a covered Federal action.

2-1.06 BID PROTEST PROCEDURE

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 43 Code of Federal Regulations Part 12 Subpart C Section 12.76 (b)(12)(i)-(ii), 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:

(i.) Violations of Federal law or regulations and the standards of 43 CFR Part 12 Subpart C Section 12.76 (b)(12)(i)-(ii). 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

(ii.) 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. This procedure is available after the informal methods have failed to reach a solution.

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

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

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 address designated in the bid, of its recommendation including for award or rejection of bids ("All Bidders Letter").

2. Within five (5) working days from the date of the "All Bidders Letter," the bidder protesting the recommendation for award shall submit a letter of protest to the Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150, and state in detail the basis and reasons for the protest. The bidder must provide facts to support the protest, including any evidence they wish considered, together with the law, rule, regulation, or criteria on which the protest is based.

3. If the Department of Transportation finds that 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 shall also include in its report 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. 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. If the bidder is in attendance, the Board of Supervisors will take comment from the bidder, staff, and members of the public who wish to speak on the item.

At its discretion, the County of El Dorado may accept or reject any bids. The decision of the Board of Supervisors shall be final in accepting or rejecting the bid protest, awarding the bid, or rejecting any or all bids.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The Bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these Special Provisions for the requirements and conditions concerning submittal of DBE information, award, and execution of contract.

3-1.02 AWARD OF CONTRACT

Section 3-1.01, "Award of Contract", of the Standard Specifications is amended to read:

3-1.01 Award of Contract: The right is reserved to reject any and all proposals. The award of contract, if it be awarded, will be to the lowest, responsive, responsible Bidder whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within sixty (60) days after the opening of the Proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned. All bids will be compared on the basis of the Proposal Pay Items and Bid Price Schedule of the quantities of work to be done.

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

3-1.03 EXECUTION OF CONTRACT

Attention is directed to the "Notice to Bidders" and "Proposal" for this Contract. Barring some unforeseen irregularity, Notice of Award will be sent to the lowest responsive responsible bidder after approval by the County of El Dorado Board of Supervisors.

The successful Bidder shall return the signed Contract, the Contract bonds, the Drug-Free Certification form, a California Form 590-Withholding Exemption Certificate, a Federal Form W-9-Request for Taxpayer Identification Number and Certification, and certificates of insurance to the Office of the Department of Transportation **within five (5) days, not including Saturdays, Sundays, and legal holidays, of the date of the Notice of Award of Contract Letter.** Priority delivery or mail of these documents should be to the attention of the Janel Gifford, El Dorado County Department of Transportation at 2411 Headington Road, Placerville, California 95667, Janel.Gifford@edcgov.us.

The failure of the successful bidder to furnish any bond required of it by law or by these Contract Documents or the failure to execute the Contract, or the failure to provide the required insurance documents within the time fixed for the execution of the Contract and return of the bonds and insurance constitutes a failure to execute and return the Contract as required herein. Upon such failure or refusal to return the executed Agreement, or to provide the bonds or insurance documents required herein, the Bidder's security shall be forfeited to County.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these Special Provisions. Section 8-1.03, "Beginning of Work," of the Standard Specifications shall not apply and shall be replaced with the following:

Contractor shall begin work on the date stated in the Notice to Proceed issued by the Department of Transportation.

Time is of the essence in this Contract.

Should Contractor begin work in advance of receiving the Notice to Proceed, any work performed by Contractor in advance of the date stated in the Notice to Proceed shall be considered as having been done

by Contractor at Contractor's own risk and as a volunteer, with the exception of beginning the work related to manufacturing the precast bridge ten (10) days after receipt of the Notice of Award, as required by Section 4-1.03, "Contractor Submittals," and Section 10-1.16, "Precast Bridge, Headwalls, and Wingwalls," of these Special Provisions.

The Contract days shall begin on the date stated in the Notice to Proceed for the Work and shall be diligently prosecuted to completion before the expiration of

SIXTY (60) WORKING DAYS.

Contractor shall pay to the County of El Dorado the sum of two thousand five hundred dollars (**\$2,500.00**) for each calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein. The County will suspend the assessment of liquidated damages for each day between October 15 and May 1 on which climatic conditions or governing agency rules and regulation prohibit the Contractor from performing the Work.

Contractor is advised that most construction operations are prohibited by local agency ordinances in the period between October 15 and May 1. Contractor is responsible for contacting the TRPA and Lahontan to determine the conditions under which this requirement may be modified for specific types of work and for unusual weather conditions.

4-1.02 CONSTRUCTION SCHEDULE AND WORK HOURS

Contractor shall schedule its work day between the hours of 8:00 a.m. to 6:30 p.m. weekdays. These work hours may be extended only with the written approval of the Engineer. A working day shall be defined as Monday through Friday excluding the following County-observed holidays: New Years Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Contractor may work on Saturdays, Sundays, or County-observed holidays, from 8:00 a.m. to 5:00 p.m., only with the written approval of the Engineer. If the Engineer approves work on such days and Contractor works on the controlling operation or operations for at least 60% of the total daily time, these days will be counted as working days. Controlling operation is defined in Section 8-1.06 "Time of Completion" of the Standard Specifications.

4-1.02A COMMENCEMENT OF WORK REQUIREMENTS

The Contract working days shall begin on the date specified in the Notice to Proceed letter issued to Contractor. With the exception of the precast bridge submittal and as noted otherwise in Section 4-1.03 "Contractor Submittals", Contractor may provide the Submittals required in Section 4-1.03, "Contractor Submittals," to Engineer as early as ten (10) working days after the receipt of Notice of Award, but must comply with these submittal requirements within five (5) working days of the date specified in the Notice to Proceed. Engineer will review and work with Contractor cooperatively to approve Contractor's submittals and schedule the pre-grade inspection by TRPA within ten (10) calendar days of the date specified in the Notice to Proceed. Contractor shall install Temporary Erosion Control measures and applicable temporary access roads prior to grading and within ten (10) calendar days of the date specified in the Notice to Proceed.

Contractor shall complete the work within: **Sixty (60)** working days of the date specified in the Notice to Proceed.

The Contract days shall begin on the date specified in the Notice to Proceed, and Contractor may not begin work (other than the temporary erosion control installation, the construction of the applicable temporary access roads, and manufacturing the Precast Bridge System) until all required submittals are approved by the Engineer and TRPA completes its required pre-grade inspection.

Contractor's attention is directed to Section 10-1.01, "Order of Work," in these Special Provisions.

4-1.03 CONTRACTOR SUBMITTALS

With the exception of the precast bridge submittal and as noted otherwise, Contractor may provide the Submittals required in Section 4-1.03, "Contractor Submittals," to the Engineer as early as ten (10) working days after the receipt of the Notice of Award, but must comply with these submittal requirements within five (5) working days of receipt of Notice to Proceed.

- Contractor must submit a Construction Schedule for the Engineer's review and approval. The first two paragraphs of Section 8-1.04, "Progress Schedule," of the Standard Specifications shall not apply. If the Engineer requires changes to the initial Construction Schedule, Contractor shall provide the Engineer with a revised schedule within five (5) working days of receipt of the Notice to Proceed. Subsequent Schedules shall be updated and submitted to the Engineer at the weekly meetings if Contractor falls behind the initially approved schedule by more than three (3) days. Contents of all schedules shall conform to paragraphs three, four, and five of Section 8-1.04, "Progress Schedule," of the Standard Specifications.
- Contractor must submit the name and address of its authorized representative who is to receive all written notices under this Contract.
- Contractor must submit a Temporary Erosion Control Plan that shall include the locations and descriptions of erosion control measures and daily clean up measures in accordance with all federal, state, and local agency regulations, the Plans, the Storm Water Pollution Prevention Plan (SWPPP), and these Special Provisions. Contractor may use the temporary erosion control measures and details shown on the Plans in preparing a Temporary Erosion Control Plan. However, Contractor's Temporary Erosion Control Plan shall show specifically where filter fence, weighted fiber rolls or gravel-filled rolls, rice straw fiber rolls, and gravel bags will be applied, where the tire wash and concrete wash areas will be located, and any additional temporary erosion control required due to Contractor's method of operation or required to meet TRPA and Lahontan permit requirements. Contractor's Temporary Erosion Control Plan shall also detail specifically what temporary erosion control measures will be applied and where the temporary erosion control measures will be placed in any area to be used to store Contractor's materials, equipment, and supplies. All temporary erosion control measures, their implementation, and maintenance shall conform to the Plans and the provisions of the SWPPP outlined in Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions. A complete copy of the SWPPP is available for review at the office of El Dorado County Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150. Contractor shall not propose or use alternative temporary erosion control measures unless the Contract Documents specify where and which alternatives may be used. Contractor's Temporary Erosion Control Plan is subject to TRPA review and approval.
- Contractor must submit a Traffic Control Plan for the Engineer's review and approval. Contractor must use the requirements specified in the Traffic Control Plan contained in the Plans in preparing its Traffic Control Plan. Contractor's Plan must also coordinate with the traffic control plan provisions described in Section 10-1.04, "Traffic Control Plan," of these Special Provisions. All Traffic Control shall be in accordance with Section 10-1.03, "Maintaining Traffic," of these Special Provisions.
- Contractor must submit a Spill Contingency Plan in accordance with Section 5-1.52, "Spill Contingency Plan," of these Special Provisions.
- Contractor must submit a Dewatering and Diversion Plan that includes all items for which dewatering and diversions are required. The Plan shall specify which dewatering, filtration, and disposal methods will be used, methodology for maintaining dewatering and diversion systems at time of existing culvert removal, and shall be in accordance with Section 10-1.20, "Dewatering and Rewatering," and Appendix E, "Dewatering and Diversion Plan," of these Special Provisions and in accordance with the applicable Item descriptions. The Contractor's Dewatering and Diversion Plans are subject to County, TRPA, and Lahontan review and approval. The Contractor shall submit a Rewatering Plan for the new reach of Angora Creek. The Plan shall be in accordance with Section 10-1.20, "Dewatering and Rewatering," and Appendix E, "Dewatering and Diversion Plan," of these Special Provisions and in accordance with the

applicable Item descriptions. The Contractor's Rewatering Plan is subject to County, TRPA, and Lahontan review and approval.

- The Contractor shall submit a Dust Control Plan in accordance with Section 5-1.51, "Dust and Tracking Control," of these Special Provisions.
- The Contractor shall submit specifications for low pressure equipment (LPG) to be used for all work within the Angora Creek floodplain in accordance with Section 10-1.13, "Equipment Specifications," of these Special Provisions.
- Contractor must submit shop drawings for any prefabricated elements of the Sediment Traps in accordance with the Item description.
- Contractor must submit for County and Lahontan review any proposed revisions to the SWPPP. Upon approval, County will enter the revision into the SWPPP Amendment Log.
- Contractor must submit a set of "As-Constructed Plans." The "As-Constructed Plans" shall contain changes made to the Plans to reflect actual construction of the proposed improvements. The "As-Constructed Plans" shall 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 shall make "As-Constructed Plans" corrections and additions using red ink. Corrections and additions should reflect, but are not limited to: Changes to pipes, channels, drainage structures, and other drainage details; vertical and/or horizontal alterations to the three-sided bridge system, including footings; alterations to pavement grades and structural sections; changes in vertical and/or horizontal placement of facilities; establish or re-establish rights-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 5-1.32, "Final Inspection," of these Special Provisions, then the Contractor shall submit the complete set of "As-Constructed Plans."

With the exception of the "As-Constructed Plans," no mobilization payments will be made until **all** of the above submittals **and** the Precast Bridge System submittals, described below, have been reviewed and approved by the Engineer. When weekly schedule update submittals are required, the provisions regarding this submittal and progress payments shall be in accordance with paragraphs three, four, and five of Section 8-1.04, "Progress Schedule", of the Standard Specifications.

Contractor must comply with the time frames listed in the applicable Special Provisions Sections for the following submittals:

- Contractor must submit a Shoring and Excavation Plan in accordance with Section 7-1.01E, "Trench Safety," of the Standard Specifications, as it applies to the bridge installation, culvert removal, and sediment trap installation (See Section 10-1.26, "Shoring and Excavation Plan," of these Special Provisions).
- Contractor must submit AC mix designs and testing in accordance with Section 10-1.15 "Asphalt Concrete," of these Special Provisions.
- Contractor must submit concrete mix designs in accordance with Section 90, "Portland Cement Concrete," of the Standard Specifications and Section 10-1.19, "Concrete Structures," of these Special Provisions.
- Contractor must submit Certificates of Compliance in accordance with Section 5-1.49, "Certificates of Compliance," of these Special Provisions.
- Contractor must submit information regarding the equipment to be used for the application of humus on the slopes, mulch, and tackifier in accordance with Section 10-1.10D, "Excavating and Grading, Materials," of these Special Provisions.

- Contractor must submit samples of rock proposed for use as rock slope protection, concreted rock grade control, and constriction boulders (in accordance with Section 10-1.21, "Rock Specifications," of these Special Provisions.
- The Contractor must submit a Sod Storage Plan forty-eight (48) hours prior to the commencement of any sod storage.

The following Precast Bridge System submittal requirements must be submitted to the Engineer no later than ten (10) working days after the receipt of Notice of Award. Upon receipt of the Precast Bridge System submittal, Engineer shall review and approve or request a revised submittal(s) no later than five (5) working days after the initial submittal(s). If corrections are required to the submittal, the Precast Bridge System manufacturer shall remedy all corrections within five (5) working days and resubmit for County approval.

- Contractor must submit shop drawings for all elements of the Three-Sided Precast Bridge System and cast-in-place foundations in accordance with Item "Three-Sided Precast Bridge System" and Section 10-1.16, "Precast Bridge, Headwalls, and Wingwalls," of these Special Provisions. The design drawings must be stamped by a licensed Professional Engineer registered in the State of California.
- Contractor must submit the design calculations for all elements of the Three-Sided Precast Bridge System and cast-in-place foundations in accordance with Item "Three-Sided Precast Bridge System" and Section 10-1.16, "Precast Bridge, Headwalls, and Wingwalls" of these Special Provisions. The calculations must be stamped by a licensed Professional Engineer registered in the State of California.
- Contractor must submit precaster qualifications in accordance with the Certification of Bidder's Precast Bridge Manufacturer's Qualifications attached to the Contractor's Bid Proposal, which demonstrate adherence to the standards set forth in the NPCA Quality Control Manual. The submittal shall show that the precaster has met one or both of the following:
 - Certified by the Precast/Prestressed Concrete Institute Plant Certification Program or the National Precast Concrete Association's Plant Certification Program prior to and during production of the elements of the bridge system.
 - Has been in the business of producing precast concrete products similar to those specified for a minimum of 3 years. He shall maintain a permanent quality control department or retain an independent testing agency on a continuing basis. The agency shall issue a report, certified by a licensed engineer, detailing the ability of the precaster to produce quality products consistent with industry standards.
- Contractor must submit a bridge installation and utility relocation and protection plan for County and utility company review. The plan shall comply with the manufacturer's specifications and include methods and sequence of all aspects of the bridge installation work including shoring, bracing, or laying back slopes, utility removal and replacement, utility company coordination for utilities relocated by others, excavation for bridge and wingwall footings, bridge installation, backfill, and proposed noticing of utility companies and to residents affected by utility disruption. These sequences shall also be reflected in the Contractor's schedule. The Contractor's Schedule shall also show the dates for the Lake Tahoe Boulevard road closure period.

Contractor shall anticipate a five (5) day review time for all bridge plan submittals.

Approval of all submittals by Engineer does not relieve Contractor of its responsibility to perform the work in an acceptable manner and in accordance with the Plans, the Standard Specifications, and these Special Provisions. County review is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action is subject to the requirements of the Plans, Standard Specifications, and these Special Provisions. Contractor is responsible for dimensions which shall be confirmed and correlated at the project site; fabrication processes and techniques of construction; coordination of its work with that of all other trades, and the satisfactory performance of its work.

4-1.04 PRE-CONSTRUCTION CONFERENCE AND WEEKLY MEETINGS

Prior to the start of any work, the Engineer will hold a pre-construction conference to discuss important aspects of the project. At this conference, Contractor shall submit in writing, signed by the officers of the corporation if applicable, the names of two employees who will be the superintendent on the project. The second name serves as an alternate in the absence of the first designee. The superintendent shall be on the site at all times that work is in progress. Failure to be on site at all times of work constitutes **suspension** of work by Contractor. Weekly meetings will be held to discuss construction issues and scheduling. Contractor's (or designee's) attendance is mandatory.

Full compensation for the required attendance shall be considered as included in the various items of work and no additional compensation will be allowed therefore.

4-1.05 PROSECUTION AND PROGRESS

Attention is directed to the provisions of Section 8, "Prosecution and Progress," of the Standard Specifications.

Contractor shall notify the Engineer within five (5) working days of any occurrence which, in Contractor's opinion, entitles it to an extension of time for completion. Such notice shall be in writing. The Engineer shall acknowledge, in writing, receipt of any such claim by Contractor within five (5) working days of its receipt.

SECTION 5. GENERAL

5-1.01 NOT USED

5-1.02 NOT USED

5-1.03 LINES AND GRADES

Stakes or marks will be set by the Engineer in conformance with Section 5-1.53, "Construction Staking," of these Special Provisions.

5-1.04 CONTRACT BONDS

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these Special Provisions.

Bonds shall be a Performance Bond equal to one hundred percent (100%) of the total amount payable by the terms of the Contract and a Payment Bond equal to one hundred percent (100%) of the total amount payable under the terms of the Contract.

5-1.05 COST REDUCTION INCENTIVE

Attention is directed to Section 5-1.14, "Cost Reduction Incentive," of the Standard Specifications.

Prior to preparing a written cost reduction proposal, Contractor shall request a meeting with the Engineer to discuss the proposal in concept. Items of discussion will also include permit issues, impact on other projects, impact on the project schedule, peer reviews, overall merit of the proposal, and review times required by the Department and other agencies.

If a cost reduction proposal submitted by Contractor, and subsequently approved by the Engineer, provides for a reduction in contract time, fifty percent (50%) of that contract time reduction shall be credited to County by reducing the contract working days, not including plant establishment if applicable. Attention is directed to "Beginning of Work, Time of Completion and Liquidated Damages" of these Special Provisions regarding the working days.

5-1.06 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Attention is directed to the "Nondiscrimination Clause" set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State or County contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt State or County construction contracts and subcontracts of \$5,000 or more.

This Contract is subject to federal and state contract nondiscrimination and compliance requirements including Government Code, Section 12990, and shall be construed and interpreted in compliance with said provisions.

During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. The Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 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 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Department of Transportation hereby notifies all Bidders that it will affirmatively insure that in any Contract entered into pursuant to this advertisement, disadvantaged 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, or national origin in consideration for the award.

5-1.07 PREVAILING WAGE

Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

In accordance with the provisions of California Labor Code sections 1770, et seq., including but not limited to 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. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. 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, Phone (415) 703-4774. This information is also available at the following address on the Internet: <http://www.dir.ca.gov/dlsr/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 shall be made available upon request, and in the case of projects involving federal funds, federal prevailing wage requirements have been included in the Contract Documents.

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

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 in part by federal funds. Contractors attention is directed to Section 14 of these Specifications 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 shall 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 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

5-1.08 APPRENTICES

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

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

5-1.09 CERTIFIED PAYROLL

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

1. The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or subcontractors in connection with this project.

2. A certified copy of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of Contractor as follows:

- a. Make available or furnish to the employee or his or her authorized representative on request.
- b. Make available for inspection or furnished upon request to a representative of County, the State Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
- c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractor, and the entity through which the request was

made. The public shall not be given access to the records at the principal office of Contractor.

5-1.10 DISPUTES RESOLUTION

As permitted by Public Contract Code section 20104, the County has elected to resolve any claims between the Contractor and the County pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2 of the Public Contract Code. Attention is directed to Section 9, "Measurement and Payment" of the Standard Specifications for the contract claim procedure. The provisions of that Section 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, but not limited to, Section 9, "Measurement and Payment" of the Standard Specifications. 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 Contractor's prior compliance with the contract claim procedure herein and previous dispositions under Section 9, "Measurement and Payment" of the Standard Specifications. 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 shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator 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.

If Contractor fails to comply with these claim procedures as to any claim, then Contractor waives its rights to such claim. County shall not be deemed to waive or alter any provision of this section or Section 9, "Measurement and Payment" of the Standard Specifications if, at County's sole discretion, County administers a claim in a manner not in accord with those provisions.

These provisions shall survive termination, breach, or completion of the Contract Documents.

5-1.11 RECORDS

Contractor shall maintain cost accounting records for the contract pertaining to, and in such a manner as to provide a clear distinction between the following six categories of costs of work during the life of the contract:

- A. Direct costs of contract item work.
- B. Direct costs of changes in character in conformance with Section 4-1.03C, "Changes in Character of Work," of the Standard Specifications.
- C. Direct costs of extra work in conformance with Section 4-1.03D, "Extra Work," of the Standard Specifications.
- D. Direct costs of work not required by the contract and performed for others.
- E. Direct costs of work performed under a notice of potential claim in conformance with the provisions in Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications.
- F. Indirect costs of overhead.

Cost accounting records shall include the information specified for daily extra work reports in Section 9-1.03C, "Records," of the Standard Specifications. The requirements for furnishing the Engineer completed daily extra work reports shall only apply to work paid for on a force account basis.

The cost accounting records for the contract shall be maintained separately from other contracts, during the life of the contract, and for a period of not less than three (3) years after the date of acceptance of the Work. If Contractor intends to file claims against the Department, Contractor shall keep the cost accounting records specified above until complete resolution of all claims has been reached.

5-1.12 RECORDS EXAMINATION AND AUDIT REQUIREMENTS

All accounting records and other supporting papers of Contractor and any subcontractors connected with performance under this Contract shall be maintained for a minimum of three (3) years from the date of final payment by County or all other pending matters are closed and shall be held open to inspection and audit by representatives of County, CTC, the California State Auditor, Comptroller General of the United States, or any duly authorized representative of other government agencies and copies thereof shall be furnished upon request.

Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Contract, including but not limited to, the costs of administering the various aspects of Contract. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment by County or all other pending matters are closed. Representatives of County, CTC, the California State Auditor, Comptroller General of the United States, or any duly authorized representative of other government agencies shall have access to any books, documents, papers, and records that are pertinent to Contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

5-1.13 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions.

The requirement that DBEs must be certified on the date bids are opened does not apply to authorized DBE substitutions after award of the Contract.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. The list of debarred contractors is available from the Department of Industrial Relations web site at <http://www.dir.ca.gov/DLSE/Debar.html>.

5-1.14 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is also directed to Section 7108.5 of the Business and Professions Code, which requires a prime contractor or subcontractor to pay any subcontractor not later than ten (10) days of receipt of each progress payment, unless otherwise agreed to in writing. In addition, Federal Regulation (49 CFR 26.29) requires a prime contractor or subcontractor to pay a subcontractor no later than thirty (30) days after receipt of each payment, unless any delay or postponement of payment among the parties takes place only for good cause and with the prior written approval of County. Any violation of Section 7108.5 shall subject the violating Contractor to subcontractor to the penalties, sanction and other remedies of that section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor.

Prime Contractors shall include in their subcontracts language providing that prime Contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

5-1.15 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these Special Provisions.

Partial payments will be made no more than once each month for work completed in place. Work completed in place less than two working days prior to the preparation of the monthly pay estimate shall not be eligible for payment until the following month's estimate. The Department will retain ten percent (10%) of the value of each progress payment from each progress payment. After the Engineer determines that the project is substantially complete, the Department may, at the Engineer's sole discretion, release half of all retention

previously withheld and reduce any subsequent retentions withheld from subsequent progress payments to five percent (5%) of the value of any subsequent progress payments. The retained funds shall be retained until thirty-five (35) days after recordation of the Notice of Acceptance.

At the discretion of the Engineer, partial payment may be made for materials on hand which are furnished but not yet incorporated in the work.

5-1.16 PAYMENT OF WITHHELD FUNDS

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 California 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.

Funds withheld 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 a failure of the Contractor to fulfill a Contract requirement.

5-1.17 MEASUREMENT AND PAYMENT

Attention is directed to Section 9, "Measurement and Payment," of the Standard Specifications.

In lieu of Section 11-1.02 items A through E of "Mobilization" of the Standard Specifications, the first monthly payment estimate will be prepared when the Engineer determines that 5% of the contract amount, not including mobilization, has been completed. Subsequent monthly pay estimates shall be made on the same day of the month as the first monthly pay estimate. Work completed in place less than 2 working days prior to the preparation of the monthly pay estimate shall not be eligible for payment until the following month's estimate. The third to last paragraph of Section 11 "Mobilization" of the Standard Specifications shall be amended to read: "The adjustment provisions in Section 4-1.03 "Changes" shall not apply to the contract lump sum item of mobilization."

Measurement shall be in accordance with Section 9 "Measurement and Payment," of the Standard Specifications or these Special Provisions.

5-1.18 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest thirty (30) days after the receipt of an undisputed and properly submitted pay request from Contractor defined herein as the pay estimate prepared by Engineer and signed and dated by Contractor.
- B. Unpaid extra work bills shall begin to accrue interest thirty (30) days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within seven (7) days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within seven (7) days of performance of the extra work will begin to accrue interest thirty (30) days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be ten percent (10%) per annum.
- D. The rate of interest payable on unpaid and undisputed claims shall be six percent (6%) per annum. Interest shall begin to accrue sixty-one (61) days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to accept the claim statement.

The rate of interest payable on any award in arbitration shall not exceed six percent (6%) per annum in accordance with Section 10240.13 of the Public Contract Code.

5-1.19 PUBLIC SAFETY

Contractor shall provide for the safety of traffic and the public in accordance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these Special Provisions.

Attention is directed to Section 5-1.36, "Storage of Equipment, Materials, Supplies, Etc.," Section 10-1.03, "Maintaining Traffic," and Section 10-1.04, "Traffic Control Plan," of these Special Provisions.

Contractor shall install temporary railing (Type K) between any lanes carrying public traffic and any excavation, obstacle, or storage area when the following conditions exist:

1. Excavations. Whenever the near edge of which is 12 feet or less from the edge of the lane, except for:
 - a. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - b. Excavations less than one foot deep.
 - c. Trenches less than one foot wide for irrigation pipe or electrical conduit, or excavations less than one foot in diameter.
 - d. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - e. Excavations in side slopes, where the slope is steeper than 4:1.
 - f. Excavations protected by existing barrier or railing.

Contractor's attention is directed to Section 10-1.03, "Maintaining Traffic," of these Special Provisions.

2. Temporarily Unprotected Permanent Obstacles – Whenever the Work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and Contractor elects to install the obstacle prior to installing the protective system; or whenever Contractor, for its convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
3. Storage Areas – Whenever material or equipment is stored within 12 feet of the lane and such storage is not otherwise prohibited by the Standard Specifications or these Special Provisions.

The approach end of temporary railing (Type K), installed in accordance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than one foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15-foot minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K) conforming to the details shown on 2006 Standard Plan T3 may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, with one longitudinal No. 5 reinforcing steel bar near the top in lieu of the 2 longitudinal No. 5 reinforcing steel bars near the top, as shown on the plans, may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" elsewhere in these Special Provisions.

Except for installing, maintaining, and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications or these Special Provisions:

<u>Approach Speed of Public Traffic (Posted Limit, Miles Per Hour)</u>	<u>Work Areas</u>
Over 45	Within 6 feet of a traffic lane but not on a traffic lane.
35 to 45	Within 3 feet of a traffic lane but not on a traffic lane.

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of traffic lane, the line of cones or delineators shall be considered to be the edge of traffic lane, however, Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that requires closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions including furnishing and installing temporary railing (Type K) and temporary crash cushion modules in this section "Public Safety" shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefore.

5-1.20 TESTING

Testing of materials and work shall conform to the provisions in Section 6-3, "Testing," of the Standard Specifications and these special provisions.

Whenever the provisions of Section 6-3.01, "General," of the Standard Specifications refer to tests or testing, it shall mean tests to assure the quality and to determine the acceptability of the materials and work.

The Engineer will deduct the costs for testing of materials and work found to be unacceptable, as determined by the tests performed by the Department, and the costs for testing of material sources identified by the Contractor which are not used for the work, from moneys due or to become due to the Contractor. The amount deducted will be determined by the Engineer.

5-1.21 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances is not shown on the plans or indicated in the Contract Documents and Contractor encounters materials which Contractor reasonably believes to be asbestos as defined in Section 25914.1 of the Health and Safety Code or a hazardous substance as defined in Section 25117 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, Contractor may continue work in unaffected areas reasonably believed to be safe. Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In accordance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including any exploratory work to identify and determine the extent of such asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.22 SOUND CONTROL REQUIREMENTS

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these Special Provisions.

The noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers, or transient equipment that may or may not be owned by Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5-1.23 NOT USED

5-1.24 NOT USED

5-1.25 PROJECT APPEARANCE

Contractor shall maintain a neat appearance to the Work. In any area visible to the public, the following shall apply:

When practicable, broken concrete, asphalt concrete, and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly. Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

5-1.26 CONTRACTOR'S RESPONSIBILITY FOR MATERIALS

Contractor shall be responsible for the condition of all materials which it has furnished, and shall replace at its own expense all such material found to be defective or which has been damaged after delivery. This includes the replacement of material which is found to be defective at any time prior to expiration of the guarantee period.

5-1.27 LAKE, STREAM, AND AIR POLLUTION

Contractor's attention is directed to the Fish and Game Code, El Dorado County Air Quality Management District Ordinances and Regulations, Section 7-1.01G "Water Pollution," of the Standard Specifications, Section 10-1.20, "Dewatering and Rewatering Plan," Section 5-1.58, "Relations with California Department of Fish and Game," and Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," and Appendix B, "California Department of Fish and Game Agreement," of these Special Provisions, and other applicable statutes relating to pollution prevention or abatement. Contractor shall exercise every reasonable precaution to prevent silt, sand or other detritus from entering Lake Tahoe and live streams.

Attention is directed to Rule 300 "Open Burning", Rule 223 "Fugitive Dust - General Requirements", and Rule 223.1 "Fugitive Dust - Construction, Bulk Material Handling, Blasting, and Other Earthmoving Activities and Carryout and Trackout Prevention," of the County Air Quality Management District Rules and Regulations. A valid permit from an El Dorado County Air Quality Management District Officer is required when open burning of wood waste is proposed. A copy of the permit shall be filed with the Engineer prior to any burning.

The Contractor shall comply with applicable State, TRPA, and County Air Quality Management District rules and regulations regarding reduction of construction related impacts on air quality, including the implementation of the following measures:

1. Maintain equipment in tune per manufacturer's specifications.
2. Retard diesel engine injection timing by two or four degrees unless not recommended by manufacturer (due to lower emission output in place).
3. Use reformulated, low-emission diesel fuel, when feasible.
4. Substitute electric and gasoline-powered equipment for diesel where feasible.
5. Use catalytic converters on gasoline-powered equipment.
6. Do not leave inactive equipment idling for prolonged periods (i.e. more than 2 minutes).

Pursuant to 43 CFR 12 Subpart C Section 12.76(i)(12), Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1875(h)), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and FRL 5513-1, as thereafter modified or amended.

No fueling of vehicles shall be done in or near Angora Creek, wetlands, or floodplain. For stationary equipment that must be fueled near these areas, containment precautions shall be provided such that any accidental spilling of fuel shall not enter water, contaminate sediments that may come in contact with water, or affect wetland vegetation. Oil, chemical, or greasy substances, cement or cement products originating from Contractor's operations shall not be allowed to enter or be placed where they will later enter streams. Washing of vehicles or construction equipment within the project area shall be in accordance with Sections 5-1.50, "Local, State, and Federal Agencies' Conditions of Approval and Permits," and 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions.

Full compensation for conforming to the requirements in this Section shall be considered as included in the prices for the various contract items of work and no additional compensation will be allowed therefore.

5-1.28 UTILITIES

Contractor shall determine by potholing or other means the exact utility locations in advance of performing the Contract items of work.

Contractor shall notify the following listed utility companies forty-eight (48) hours in advance of doing any work at the site of the project:

Underground Service Alert

Phone: 1-800-642-2444

**NV Energy
(formerly Sierra Pacific
Power Company)**
Attn: Jeff Matthews
933 Eloise Avenue
So. Lake Tahoe, CA 96150
(530) 541-1949 ext. 1
FAX (530) 544-4811

**South Tahoe Public Utility District
(water & sewer)**
Attn: Randy Curtis
1275 Meadow Crest Drive
So. Lake Tahoe, CA 96150
(530) 544-6474 During office hours
(530) 544-4964 Emergency or after office hours
FAX (530) 544-6359

AT&T (telephone)
Attn: Carol Prince, PW Mgr.
12824 Earhart Avenue
Auburn, CA 95602
(530) 888-2031
FAX (530) 823-6041

Charter Communications
Attn: Vic Freeman / Dan Brown
P.O. Box 11019
Zephyr Cove, NV 89448
(775) 588-1077
FAX (775) 588-0508

Southwest Gas Corporation
Attn: Chris Peters

1740 D Street, Unit No. 4
South Lake Tahoe, CA 96150
(530) 543-3225

Contractor shall determine the exact location of existing underground utilities in conflict with the excavation by excavating with hand tools within the area of the approximate location of the underground utility as determined by the field marking provided in accordance with Section 4216.3 of the Government Code before using any power-operated or power-driven excavating or boring equipment within the approximate location of the underground utilities. Power-operated or power-driven excavating or boring equipment may be used for the removal of any existing pavement if there are no existing underground utilities contained in the pavement. If mutually agreeable with the utility company and Contractor, Contractor may utilize power-operated or power-driven excavating or boring equipment within the approximate location of the underground utilities and to any depth.

If the Contractor while performing the Contract discovers utility facilities not identified by the Engineer in the Contract Plans or Specifications or if the utility located in the field by Contractor is different than that shown on the Contract Plans, Contractor shall immediately notify the Engineer in writing. Contractor shall schedule the project so as to allow the Engineer forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, to determine the work to be done when a conflict exists. County will not compensate Contractor for idle equipment during potholing, nor will County compensate Contractor for right-of-way delays during the forty-eight (48) hours allotted for a decision to be reached. The owner of the utility facility shall have the sole discretion to perform the repairs or relocation work itself, or to permit Contractor to do such repairs or relocation work at a reasonable price. In the event that the owner authorizes Contractor to perform the work, the parties shall proceed with a written Change Order. Compensation to Contractor for said cost shall be in accordance with Section 4215 of the Government Code and with Section 9-1.03, "Force Account Payment," of the Standard Specifications.

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

Contractor shall protect from damage existing utility and other non-highway facilities that are to remain in place. This protection may consist of shoring an existing utility. Damage due to Contractor's failure to exercise reasonable care shall be repaired at its cost and expense.

Any damage to the facilities or damage cause by the failure of a facility due to Contractor's operations shall be the responsibility of Contractor. Contractor shall contact the appropriate utility company listed above should any problems, concerns, or questions arise during the construction.

Full compensation for working around said facilities, which are to remain whether shown on the Plans or not, and for potholing, shall be considered as included in the prices paid for the various contract items and no additional compensation will be allowed therefore.

5-1.29 NOT USED

5-1.30 NOT USED

5-1.31 NOT USED

5-1.32 FINAL INSPECTION

Contractor shall notify the Engineer, in writing, of the completion of the work and the Engineer shall promptly inspect the work. Contractor will be notified, in writing, of any defects or deficiencies to be remedied. Within five (5) working days of such notification, Contractor shall proceed to correct such defects or deficiencies. The provisions of Section 4-1.01, "General" of the Special Provisions regarding time of completion and

liquidated damages shall apply. When notified that the work has been completed, the Engineer will inspect the work to ensure that the work has been done in accordance with the Contract Documents.

5-1.33 ACCEPTANCE OF CONTRACT

Section 7-1.17, "Acceptance of Contract," of the Standard Specifications is amended to read:

When the Engineer has made the final inspection and determines that the Contract work has been completed in all respects in accordance with the specifications, then the Engineer will recommend to the Board of Supervisors that the Contract be accepted and the Notice of Acceptance be recorded to accept the Contract and immediately upon and after the acceptance by the Board of Supervisors, notwithstanding Section 7-1.15, "Relief from Maintenance Responsibility," of the Standard Specifications, Contractor will be relieved of the duty of maintaining and protecting the Work as a whole, and Contractor will not be required to perform any further work thereon except work required under Section 5-1.34, Repair and Correction," of these Special Provisions; and Contractor shall be relieved of responsibility for injury to persons or property or damage to the Work which occurs after the formal acceptance by the Board of Supervisors.

5-1.34 REPAIR AND CORRECTION

For a period of 365 calendar days, commencing on the date of Acceptance of the Contract by the Board of Supervisors, Contractor shall, upon receipt of notice in writing from County, promptly make all repairs arising out of defective materials, workmanship, or equipment. County is hereby authorized to make such repairs, at Contractor's expense, if ten (10) days after giving of such notice to Contractor, Contractor has failed to make or undertake the repairs with due diligence. In case of an emergency, where, in the opinion of County, delay could cause serious loss or damage, repairs may be made without notice being sent to Contractor and the expenses in connection therewith shall be charged to Contractor.

5-1.35 ACCESS FOR INSPECTION OF WORK

Representatives of County, Engineer, BOR, Lahontan, USFS, CTC, TRPA, Southwest Gas, STPUD, AT&T, NV Energy, and Charter Communications shall, at all times, have full access for inspection and testing of the work accomplished under this contract and Contractor shall provide proper and safe facilities for such access.

5-1.36 STORAGE OF EQUIPMENT, MATERIALS, SUPPLIES, ETC.

Attention is directed to the provisions of Section 6-1.03, "Storage of Materials," of the Standard Specifications, and Sections 5-1.19 "Public Safety," 10-1.01, "Order of Work", 10-1.03, "Maintaining Traffic," and 10-1.04, "Traffic Control Plan," of these Special Provisions.

Sheet T-1 of the Plans shows the following staging areas that Contractor may use for storage of materials and equipment.

- 1) Approximately 1,823 SF on Lake Tahoe Boulevard
- 2) Approximately 7,430 SF on Lake Tahoe Boulevard only during road closure
- 3) Approximately 2,340 SF on Angora Creek Road

Contractor's attention is directed to Section 4-1.02, "Construction Schedule and Work Hours," of these Special Provisions regarding work hours. These hours apply to working on or starting up equipment in these storage areas.

Contractor has the option of storing equipment and materials on private property after first obtaining written authorization from the property owner and filing a copy of said authorization with the Engineer. Contractor shall be responsible for appropriate security of all storage areas to protect property and persons.

Attention is directed to Sections 10-1.01 "Order of Work," 10-1.10 "Excavation and Grading," 10-1.24 "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," and Items "Install and Maintain Filter Fence" and "Install and Maintain Weighted Fiber Rolls or Gravel-Filled Rolls" of these Special Provisions.

5-1.37 COORDINATION WITH PROPERTY OWNERS

County has obtained a special use permit for parcels owned by the USFS for access and construction shown on the Plans and indicated in these Special Provisions. In addition, the County has entered into an Easement Acquisition Agreement with the property owner of APN 033-524-01 (750 Angora Creek Dr.) for access and construction shown on the Plans and indicated in these Special Provisions.

Contractor shall communicate with property owners to all extent possible to inform them of access construction operations.

The conditions of the agreements with property owners, permits, and any temporary construction easements are made a part of these Special Provisions, and no additional compensation will be due to Contractor for complying with those conditions or in obtaining any required permits.

5-1.38 SAFETY AND HEALTH PROVISIONS

Attention is directed to Section 7-1.06, "Safety and Health Provisions," of the Standard Specifications.

In addition to other specifications, definitions and provisions, Contractor is also hereby categorized and designated as the following types of employer for this project:

- **Exposing Employer** – the employer whose employees are exposed to a hazard
- **Creating Employer** – the employer who actually is creating a hazard
- **Controlling Employer** – the employer who is responsible and who has the authority for ensuring that a hazardous condition is corrected
- **Correcting Employer** – the employer who has the responsibility for actually correcting a hazard

Contractor's Safety Officer(s) shall be certified as a competent person for controlling this project's workplace safety. A Contractor's Safety Officer shall be on the site, at a minimum, each and every day that work is in progress or periodically when work is not active and shall have the authority to correct any safety violation. In addition, Contractor is required to develop a Safety Program specifically for this project, which will be available on site, at all times, and updated periodically during the project.

5-1.39 ARCHAEOLOGICAL DISCOVERIES

If archaeological materials, including but not limited to human skeletal material and disarticulated human bone, are discovered at the job site, protect and leave undisturbed and in place archaeological materials in accordance with the following codes and these special provisions:

1. California Public Resources Code, Division 5, Chapter 1.7 § 5097.5
2. California Public Resources Code, Division 5, Chapter 1.75 § 5097.98 and § 5097.99
3. California Administrative Code, Title 14 § 4308
4. California Penal Code, Part 1, Title 14 § 622-1/2
5. California Health and Safety Code, Division 7, Part 1, Chapter 2, § 7050.5

Archaeological materials are the physical remains of past human activity and include historic-period archaeological materials and prehistoric Native American archaeological materials. Nonhuman fossils are not considered to be archaeological except when showing direct evidence of human use or alteration or when found in direct physical association with archaeological materials as described in these special provisions.

Historic-period archaeological materials include cultural remains beginning with initial European contact in California, but at least 50 years old. Historical archaeological materials include:

1. Trash deposits or clearly defined disposal pits containing tin cans, bottles, ceramic dishes, or other refuse indicating previous occupation or use of the site
2. Structural remains of stone, brick, concrete, wood, or other building material found above or below ground or

3. Human skeletal remains from the historic period, with or without coffins or caskets, including any associated grave goods

Prehistoric Native American archaeological materials include:

1. Human skeletal remains or associated burial goods such as beads or ornaments
2. Evidence of tool making or hunting such as arrowheads and associated chipping debris of fine-grained materials such as obsidian, chert, or basalt
3. Evidence of plant processing such as pestles, grinding slabs, or stone bowls
4. Evidence of habitation such as cooking pits, stone hearths, packed or burnt earth floors or
5. Remains from food processing such as concentrations of discarded or burnt animal bone, shellfish remains, or burnt rocks used in cooking

Immediately upon discovery of archaeological materials, stop all work within a 60-foot radius of the archaeological materials and immediately notify the Engineer. Archaeological materials found during construction are the property of the State. Do not resume work within the 60-foot radius of the find until the Engineer gives you written approval. If, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of an archeological find or investigation or recovery of archeological materials, Contractor will be compensated for resulting losses and an extension of time will be granted in the same manner as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Department may use other forces to investigate and recover archaeological materials from the location of the find. When ordered by the Engineer furnish labor, material, tools and equipment, to secure the location of the find, and assist in the investigation or recovery of archaeological materials and the cost will be paid for as extra work as provided in Section 4-1.03D, "Extra Work," of the Standard Specifications.

Full compensation for immediately notifying the Engineer upon discovery of archaeological materials and leaving undisturbed and in place archaeological materials discovered on the job site shall be considered as included in the contract price paid for various items of work involved and no additional compensation will be allowed therefore.

5-1.40 EMPLOYEE CHEMICAL EXPOSURES

Contractor shall provide, directly to the Engineer, Material Safety Data Sheets conforming to all requirements of Title 8, California Code of Regulations, Section 5194. Only if applicable Contractor may instead provide a statement to the effect that any given substance is exempt from these regulations. This requirement shall be met a minimum of five (5) working days before any chemical substance is brought onto the premises where County Employees are present. Contractor shall cooperate with County's effort to communicate substance hazards to its employees and to provide them with a safe and healthy workplace. As appropriate, Contractor may be required to acknowledge in writing that it has received Material Safety Data Sheets and County's departmental rules and procedures for safety around chemical substances which may be present on County premises.

5-1.41 DISPOSAL OF WATER

It shall be the responsibility of Contractor to dispose of all water resulting from this work, according to all local, state, and federal agencies standards and requirements.

5-1.42 UTILITIES REQUIRED BY CONTRACTOR

Except as set out otherwise herein, all water, electric current, telephone, and/or any utility service, including portable sanitary facilities, required by Contractor during construction shall be furnished at Contractor's own expense.

5-1.43 CONSTRUCTION INSPECTION AND CONTRACT ADMINISTRATION

Resident construction inspection and contract administration will be performed by the County of El Dorado, Department of Transportation, under the supervision of Steve P. Kooyman, P.E. (Resident Engineer), or successor and with approval of contract change orders, claims processing, and payment review by Steve P.

Kooyman, P.E. (Project Manager) or successor, and preparation of contract change orders, claims processing, and pay estimates by Steve P. Kooyman, P.E. (Contract Administrator), or successor. 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 shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 43 CFR 12 Subpart C Section 12.80(c). Information to be supplied by Contractor shall be reported to County on an as requested basis.

5-1.44 HIGHWAY CONSTRUCTION EQUIPMENT

Attention is directed to Section 7-1.01D, "Vehicle Code," and 7-1.02, "Load Limitations," of the Standard Specifications and these Special Provisions.

Pursuant to the authority contained in Section 591 of the Vehicle Code, the Department has determined that, within such areas as are within the limits of the Project and are open to public traffic, Contractor shall comply with all the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Attention is directed to the statement in Section 591 that this section shall not relieve Contractor or any person from the duty of exercising due care. Contractor shall take all necessary precautions for safe operation of Contractor's equipment and the protection of the public from injury and damage from Contractor's equipment.

5-1.45 SITE INVESTIGATION AND REPRESENTATION

Contractor and its Subcontractor(s) acknowledge that they have satisfied themselves as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation; disposal of materials, handling, and storage of materials; availability of labor, water, electric power, and roads; uncertainties of weather, or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during the prosecution of the Work; and all other matters which can in any way affect the Work or the cost thereof under this Contract.

Contractor further acknowledges that it has satisfied itself as to the character, quality, and quantity of the surface and subsurface materials to be encountered from inspecting the site, as well as from information presented by the plans and specifications made a part of the Contract. Any failure by Contractor to acquaint itself with all the available information or obtaining any additional information deemed necessary, will not relieve it from responsibility for properly estimating the difficulty or cost of successfully performing the work.

Contractor warrants that as a result of its examination and investigation of all the aforesaid data that it can perform the work in a good and workmanlike manner and to the satisfaction of County. County assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless: (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefore is assumed by County.

The submission of a Proposal shall be conclusive evidence that Contractor and its Subcontractor(s) have investigated and are satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, and as to the requirements of the contract documents.

5-1.46 ASSIGNMENT OF ANTITRUST ACTIONS

Contractor's attention is directed to the following provisions of Public Contract Code 7103.5 and Government Code Sections 4553 and 4554, which shall be applicable to Contractor and its subcontractors:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract the contractor or subcontractor offers and agrees to assign 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 the 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 this chapter, 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 this part 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.”

5-1.47 PERSONAL LIABILITY

Neither the Director, the Engineer nor any other officer or authorized employee of the State of California nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the contract.

5-1.48 SAFETY PROVISIONS

Reference is hereby made to Section 7-1.06, “Safety and Health Provisions,” of the Standard Specifications concerning safety provisions by Contractor.

Contractor shall note the following directive from the Division of Occupational Safety & Health (DOSH):

“Construction Safety Order Section 1592 and General Industry Safety Order Section 3706 require an acceptable automatic backup alarm to sound immediately upon backing. Warning devices such as wheel-mounted bell types (ding-dongs) normally sound on a quarter revolution of the wheel. These units do not meet the immediate sounding requirements of these orders and are not acceptable in California. Electronic warning devices which begin to sound as soon as the machine is put into reverse not only will meet this requirement, but have the added advantage of sounding even before actually backing.”

In addition, Contractor should take particular note of Section 1592, “Warning Methods,” of the Construction Safety Orders, Cal-OSHA.

5-1.49 CERTIFICATES OF COMPLIANCE

Attention is directed to Section 6-1.07, “Certificates of Compliance,” of the Standard Specifications and these Special Provisions.

Certificates of Compliance are required for the following:

- Equipment used for Dust Control
- Low Ground Pressure (LPG) Equipment
- Liquid Asphalt & Emulsions
- Asphalt Binder
- Asphalt Concrete (Alternative 1 or 2)
- Joint Sealant
- Sealant Adhesive
- Class 1 Types A and B Permeable Material
- Cobble
- Gravel

Clean Washed Sand for Angora Creek Channel
 Corrugated Metal Pipe
 Portland Cement
 Portland Cement Concrete
 Concrete Curing Compound
 Reinforcing Steel
 Galvanizing Repair Material
 Grout
 PVC Pipe
 Perforated PVC Pipe
 Class 2 Aggregate Base (3/4" max.)
 Humus
 Mulch
 Tackifier
 Jute Rope
 All Signing and Delineation Products Used in the Work
 Treated Wood Posts and Blocks for Guardrail
 Weathered Steel for Metal Beam Guardrail
 3 Sack Slurry Cement
 Turbidity Barrier
 Woven Filter Fabric for Concrete Wash Area
 Non-Woven Filter Fabric for Concreted Rock Grade Control
 Weighted Fiber Rolls or Gravel-Filled Rolls
 Filter Fabric
 Rice Straw Fiber Rolls
 Erosion Control Blanket
 Geotextile Fabric for Sediment Traps
 Weed Free Certification for Imported Materials

Contractor shall submit all Certificates of Compliance within twenty (20) working days of the contract start date noted in the Notice to Proceed, or within three (3) working days before the materials are to be used, whichever is sooner. The provisions of Sections 4-1.03, "Contractor Submittals," and 4-1.04, "Pre-Construction Conference and Weekly Meetings," of these Special Provisions regarding submittals shall apply.

5-1.50 LOCAL, STATE, AND FEDERAL AGENCIES' CONDITIONS OF APPROVAL AND PERMITS

Attention is directed to the following items:

1. California Regional Water Quality Control Board, Lahontan Region, Board Order No. _____, dated _____ (Appendix F)(Not available at time of printing)
2. Tahoe Regional Planning Agency Permit, No. _____ (Appendix G) (Not available at time of printing)
3. United States Forest Service Special Use Permit, No. _____ (Appendix H) (Not available at time of printing)
4. California Department of Fish and Game Agreement (Appendix B) (Not available at time of printing)
5. United States Army Corp of Engineers (Appendix I) (Not available at time of printing)

In addition to the permits listed above, for the work adjacent to and below Angora Creek Drive shown on sheets P-4, EC-1, R-1, and DW-2 of the Plans, the following permits apply:

6. California Regional Water Quality Control Board, Lahontan Region, Board Order

No 6-00-03-40, dated 8/3/04 (See Appendix F)

7. Dewatering/Rewatering Permit R6T-2003-0034-11 (See Appendix F)
8. Tahoe Regional Planning Agency Permit, File No. 20040604 (See Appendix G)
9. Special Use Permit for Work on USFS Parcels APNs 33-524-08, 33-524-09, 33-524-10, 33-524-11, 33-524-12, 33-524-13, 33-524-14 (See Appendix H)

County will obtain all permits above prior to bid opening and will provide copies to all Contract Document Holders.

Contractor shall comply with the conditions of the permits where applicable and shall comply with the regulations and conditions of the TRPA and Lahontan. All fines levied against County due to Contractor's action or inaction shall be paid by Contractor.

Contractor shall procure at its own expense all permits, licenses, and insurance policies not already obtained by County as may be necessary to comply with Federal and State laws associated with the performance of the Work.

These shall include but are not limited to the following:

- County of El Dorado Encroachment Permit (no charge).
- Timber Operator's license as specified in Section 10-1.27, "Timber Removal Practices," of these Special Provisions.
- Water Truck Permit from STPUD.
- Trench Permit.
- Permit from County of El Dorado Environmental Management (if applicable).

5-1.51 DUST AND TRACKING CONTROL

The following requirements shall be applicable to this Contract in addition to the requirements of Section 10, "Dust Control," of the Standard Specifications.

Dust Control

Contractor shall provide an acceptable plan for preventing the generation of dust due to its operations in the construction zones, along the haul or traveled routes, or in equipment parking zones. Contractor's Dust Control Plan and daily dust control operations shall not conflict with requirements of any agency having jurisdiction in the project area. Contractor is required to have a water truck on site at all times during construction.

At the end of each day's work and as necessary during the work day, Contractor shall wet down the construction area to control dust. On days that Contractor is not working, it shall take such action as may be required to prevent the generation of dust within the project area if it is deemed necessary by the Engineer.

In the event the control of dust is not satisfactory to the Engineer, the Engineer shall take such measures as may be necessary to insure satisfactory dust control and shall deduct the cost of those measures from any payments due Contractor.

Contractor shall post a publicly visible sign on the project site during construction operations that specifies the telephone number and person/agency to contact for complaints and/or inquiries on dust generation and other air quality problems resulting from project construction.

Dust shall be controlled through a combination of sweeping and use of the water truck. **Dust control is a temporary erosion control measure or Best Management Practice (BMP). A fine of \$100/ day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to implement this temporary erosion control measure.**

Tracking Control

Tracking of sediment onto public streets shall be minimized by a combination of road sweeping and use of tire wash areas designated on the Plans during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets clear of soil and debris. Tracking control applies to streets within the project area as well as to streets adjacent to the project area that have the potential to be impacted by tracking from the project construction.

Affected streets shall be swept a **minimum of three (3)** times daily (e.g. mid-morning, mid-afternoon, and at the end of the day) during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets clear of soil and debris.

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

The costs associated with installing, maintaining, and removing the Tire Wash Area on Pavement shall be included in the Item "Install and Maintain Tire Wash Area on Pavement." The costs associated with sweeping and disposing of the swept material shall be included in the Item "Sweeping."

Full compensation for conforming to the requirements in this section pertaining to using the water truck for dust control, using the tire wash area, and cleaning equipment/vehicles shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5-1.52 SPILL CONTINGENCY PLAN

Contractor shall provide the information requested in Appendix C, Spill Contingency Plan, of the Storm Water Pollution Prevention Plan within five (5) working days of receipt of Notice to Proceed. This Spill Contingency Plan is included in Appendix C of these Special Provisions.

Full compensation for conforming to the requirements in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

5-1.53 CONSTRUCTION STAKING

The Surveyor will furnish one (1) set of construction stakes as set forth below and Contractor shall be solely responsible for the maintenance and protection of the survey stakes or marks, once set, in accordance with the following provisions. Any additional stakes or marks requested and any replacement of stakes or marks shall be set by the Surveyor at Contractor's expense. The Surveyor will provide Contractor with copies of the staking cut sheets, when applicable. The construction staking furnished by the Surveyor will be as outlined below, unless otherwise agreed to by the Surveyor and Contractor at the pre-construction meeting. Where site constraints do not allow for staking to be placed as specified herein, other staking configurations will be agreed upon by the Surveyor and Contractor at the pre-construction meeting or when the staking request is submitted.

1. Tree Removal – All trees to be removed will be conspicuously marked by the Engineer or the Surveyor for removal with an X, flagging, or other agreed upon marking.
2. Curb and Gutter – One set of offset stakes will be set at 3' from Top Back of Curb (TBC) for vertical and horizontal control at 50' intervals on tangents and on curves with radius greater than or equal to 500', and at 25' intervals on curves with a radius less than 500', at the beginning and end of horizontal curves (BCs and ECs), at the beginning and end of

significant vertical curves (BVCs and EVCs), at high points or low points as appropriate, at the beginning and end and quarter points of curb returns, and at the beginning and end of any transitions. Vertical control will reference TBC elevations.

3. Curb Openings – One offset stake at the beginning and one offset stake at the end of each curb opening will be set at 3' from TBC for vertical and horizontal control. Vertical control will reference TBC elevations at beginning or end of the curb opening.
4. Channel and Swales – One set of offset stakes will be set at 10' from centerline of channel or swale for vertical and horizontal control at 50' intervals, and at grade breaks (GBs). One set of double offset stakes (two stakes total) will be set at 10' and 15' from centerline of channel or swale at angle points (APs), BCs and ECs. Vertical control will reference finished grade elevations at the flowline and will be shown on the closer of the two stakes. The farther offset stake will be for line only. Staking for the Riffle Structures, Rock and Willow Slope Stabilization, and Concreted Rock Grade Control shall be incorporated into the Angora Creek channel staking.
5. Rock Slope Protection – One set of offset stakes will be set at 5' from the toe of rock slope protection for horizontal control. Stakes will be set at beginning, end, and critical points such as PIs, BCs, and ECs of rock slope protection. Depending on length of rock slope protection, stakes will be provided at 50' intervals on tangent sections and 25' intervals on curves. The stakes will have no grades and are meant to be for horizontal control only.
6. Water Line Relocation – One set of double offset stakes (two stakes total) will be set at 10' and 15' from centerline of water line for vertical and horizontal control at the beginning, end, and at angle points of the water line. Vertical control will reference IE of water line and will be shown on the closer of the two stakes. The farther offset stake will be for line only.
7. Filter Fence, Tree Protection and Construction Limit Fence – Stakes for these items will be provided only when these items are shown on the Plans. One set of stakes for horizontal location will be provided at fifty foot (50') intervals and at angle points for Filter and Construction Limit Fence. For wooden tree trunk protection, the trees will be marked with flagging marked "TREE PROTECTION."
8. Benchmark – Elevations of the Surveyor's control points will be provided to the Contractor on the Survey Control Sheet SC-1. In the event that the control points are not in usable positions for the Contractor, the Surveyor will set up to four (4) temporary benchmarks throughout the project, at locations to be agreed upon by the Surveyor and the Contractor.
9. AC Pavement Removal – Removal limits, as indicated on the plans, will be clearly marked with paint. For pavement removal adjacent to proposed curb, the curb stakes will serve as offsets to the pavement removal sawcut line.
10. AC Paving – One set of double offset slope-stakes will be set at a distance agreed to by the surveyor and contractor from the toe of slope for horizontal and vertical control at ten foot (10') intervals as depicted on Plan Sheet X-1. Vertical control will reference finished grade elevations at toe of slope, edge of shoulder, edge of road and top back of curb and will be shown on the closer of the two stakes. The farther offset stake will be marked with an elevation only and is to be used for line. Additional stakes may be set to give elevation at the centerline of road if requested by contractor. Method and placement of said stakes will be agreed upon by the Surveyor and Contractor. Where there is sawcut with existing retained pavement within the roadway, no stakes will be provided. The Contractor will pave to the existing sawcut per the appropriate plan detail.

11. Sediment Traps (ST) – One set of double offset stakes (two stakes total) will be set for each structure for vertical and horizontal control. The stakes will be set sufficient for Contractor to determine location, orientation, and grade of each structure. Due to the nature of the design and to site conditions, the offset locations will be agreed upon by the Surveyor and Contractor at the pre-construction meeting. Vertical control will reference all Invert Elevations (IEs), Window Invert Elevations (WIs), and Rim elevations, as applicable, and will be shown on the closer of the two stakes. The farther offset stake will be marked with an elevation only and is to be used for line.
12. Tire Wash Areas – Will be delineated by the Engineer or the Surveyor.
13. Bridge and Wingwall Footings – One set of double offset stakes (two stakes total) will be set from centerline of footing for vertical and horizontal control at the beginning, end, and at angle points. Vertical control for footings will reference the elevation of the top of the footing at the centerline of footing, and will be shown on the closer of the two stakes. The farther offset stake will be marked with an elevation only and is to be used for line.
14. Sheet Pile – One set of double offset stakes will be provided for horizontal control at the beginning, end, and mid point of the sheet pile.
15. Guardrail – One set of single offset stakes will be provided for horizontal control at a distance agreed to by the surveyor and contractor from face of guardrail support blocks at twenty-five foot (25') intervals. A farther second offset stake will set at the BCs & ECs for line.
16. Regrade Slopes – One set of slope stakes will be provided five feet (5') from edge of grading limits for vertical and horizontal control at slope changes, and significant changes in limits of area to be regraded. Vertical control for slopes will reference finished grade elevations at upper and lower limits of area to be regraded.
17. Flood Plain Grading – One set of stakes will be provided at actual locations for horizontal and vertical control. The placement and number of stakes will be agreed upon by the Surveyor and Contractor. Vertical control for flood plain grading will reference finished grade elevations which will include any mats , blankets, sod, etc.
18. Revegetation Limits – Paint or flagging for horizontal control. Areas will be marked in the field by Engineer or Surveyor.

In order to match existing conditions, dimensions and elevations in the field may vary from those shown on the Plans. Any such field changes will be with the approval of the Engineer or Surveyor, and Contractor will be notified of such changes.

Surveying provided will not, nor is intended to, supplant or supplement any layout work normally provided by Contractor. Contractor is advised that it shall furnish personnel and equipment necessary to perform any additional layout for construction purposes that it may require.

All stakes and survey markers will be conspicuously marked with flagging and/or paint. It will be the obligation of Contractor to inform its employees and subcontractors of the importance of their preservation. The Surveyor has placed control monuments necessary for the work. Contractor is specifically advised that it shall be its sole responsibility to protect and maintain all stakes and monuments from destruction by any source. In the event that one or more of the stakes are damaged or destroyed, the Surveyor will replace the stakes at Contractor's expense. If a control point cannot be preserved, Contractor shall give the Surveyor sufficient notice (i.e. 48 hours excluding Saturdays, Sundays, and Holidays) to place alternate control points in the immediate vicinity before the original point(s) is (are) destroyed.

Contractor shall give the Surveyor not less than two (2) full working days (i.e. 48 hours excluding Saturdays, Sundays, and Holidays) notice for each staking order, and a minimum staking order shall be not less than a full day's work as determined by the Surveyor. Timeliness of surveying services will not be guaranteed without written notice submitted to the Surveyor not less than two (2) working days prior to the day staking is needed. County will supply Contractor with staking request forms.

Contractor and its subcontractor shall insure that existing property survey monuments and markers that are not designated to be removed are not impacted by construction activities. Any right-of-way or property corner monuments, not designated to be removed per the Plans or as directed by Engineer, disturbed or destroyed by Contractor shall be replaced, at Contractor's expense, by a Professional Land Surveyor registered in the State of California in accordance with Business and Professions Code Sections 8700 et seq. Contractor shall also ensure that a Corner Record or Record of Survey is prepared and submitted as required by the Professional Land Surveyors Act, at Contractor's expense, to County Surveyor's office to document this replacement. A copy of the approved Corner Record or Record Survey shall be submitted to the Engineer or Surveyor. County may retain \$2,000.00 of the 10% retention money withheld for each Corner Record and/or Record of Survey, until the documentation specified above is provided. Since the project is funded by grants with a finite term, should the grants expire before Contractor provides proof of the submittal, Contractor shall forfeit the amount retained.

5-1.54 NOT USED

5-1.55 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The subcontractors listed by Contractor in the Proposal shall perform the work and supply the materials for which they are listed, unless Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Contractor shall notify the Engineer in writing of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

5-1.56 COPYRIGHTS AND PATENTS

This project will be funded, in part, with federal funds. The Bureau of Reclamation 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:

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

Pursuant to 43 CFR 12.936(c), the Federal Government has the right to:

- (1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and
- (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

5-1.57 ENERGY CONSERVATION

Pursuant to 43 CFR 12 Subpart C Section 12.76 (i)(13), Contractor shall comply with all 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. L. 94-163, 89 Stat. 871).

5-1.58 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall be fully informed on the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement are included in Appendix B (Not available at time of printing).

It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1602.

No debris, soil, silt, sand, bark, slash, sawdust, rubbish cement, or concrete or washings thereof, oil or petroleum products or other organic or earthen material from construction activity or whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into Angora Creek. When operations are completed, any excess materials or debris shall be removed from the work area.

Attention is directed to Sections 7-1.01, "Laws to be Observed," and 7-1.01G, "Water Pollution," of the Standard Specifications, and Section 10-1.20, "Dewatering and Rewatering Plan," of these Special Provisions.

Modifications to the agreement between the Department of Transportation and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

SECTION 6. (NOT USED)

SECTION 7. CONTRACTOR'S INSURANCE

7-1.01 GENERAL INSURANCE REQUIREMENTS

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

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
2. Commercial General Liability (CGL) Insurance of not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: personal injury, premises, operations, products and completed operations, blanket contractual, independent contractors liability. This insurance can consist of a minimum One Million Dollars

(\$1,000,000.00) 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.

3. Automobile Liability Insurance (Bodily Injury and Property Damages) on owned, hired, leased and non-owned vehicles of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence (claim made) is required in the event motor vehicles are used by Contractor in performance of the Contract.
4. In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000.00).
5. Explosion, Collapse and Underground (XCU) coverage is required when the scope of work includes XCU exposures. For the purpose of this Contract, XCU coverage is required.

7-1.02 PROOF OF INSURANCE REQUIREMENTS

1. Contractor shall 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 will be issued by an insurance company acceptable to Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to Risk Management Division.
2. The County of El Dorado, its officers, officials, employees, and volunteers; the California Tahoe Conservancy (CTC) and CTC's officers, officials, employees, and volunteers; and agencies of the federal government, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Contract are concerned. This provision shall apply to all general liability, automobile liability and excess liability policies. Proof that County, CTC, and agencies of the federal government are named additional insureds shall be made by providing the Risk Management Division with a certified copy, or other acceptable evidence, of an endorsement to Contractor's insurance policy naming County, CTC, and agencies of the federal government as additional insureds.
3. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.
4. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to County, its officers, officials, employees and volunteers; or Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
5. Contractor shall require each of its subcontractors to procure and maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance of the types and in the amounts specified above, or shall insure the activities of its subcontractors in its own policy in like amounts. Contractor shall also require each of its subcontractors to name Contractor and the County of El Dorado and any other additional insured listed above as additional insureds.

7-1.03 INSURANCE NOTIFICATION REQUIREMENTS

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado Project Manager at the office of the Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the

term of this Contract. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the County of El Dorado's Risk Management Division.

7-1.04 ADDITIONAL STANDARDS

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

7-1.05 COMMENCEMENT OF PERFORMANCE

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

7-1.06 MATERIAL BREACH

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

7-1.07 REPORTING PROVISIONS

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

7-1.08 PRIMARY COVERAGE

Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees and volunteers; CTC, its officers, officials, employees and volunteers; and agencies of the federal government, and its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

7-1.09 PREMIUM PAYMENTS

The insurance companies shall have no recourse against the County of El Dorado, CTC, the State of California and their officers, agents, employees, agencies of the federal government or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

7-1.10 POLICY DEDUCTIBLES

Contractor shall be responsible for all deductibles in all of Contractor's insurance policies. The amount of deductibles for an insurance coverage required herein shall be reasonable and subject to County's approval.

7-1.11 CONTRACTOR'S OBLIGATIONS

Contractor's indemnity and other obligations shall not be limited by the insurance required herein and shall survive the expiration of this Contract.

7-1.12 GOVERNING PRECEDENCE

To the extent that this Section 7, "Contractor's Insurance," is inconsistent with Section 7-1.12, "Indemnification and Insurance," of the Standard Specifications this Section shall govern; otherwise each and every provision of such Section 7-1.12 shall be applicable to this Contract.

SECTION 8. MATERIALS

8-1.01 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a)

and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States with the exception that pig iron and processed, pelletized, and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1%) of the total contract cost, or \$2,500, whichever is greater. Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel and iron prior to incorporating such materials into the work.

In accordance with Section 502 of the Energy and Water Development Appropriations Act, 2002, Public Law 107-66, it is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.

SUPPLIES – 43 CFR Part 12 Subpart E Section 12.730

- (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic end products.

Components, as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

Domestic end product, as used in this clause, means an unmanufactured end product mined or produced in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b) (2) or (3) of this clause shall be treated as domestic.

End products, as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The contractor shall deliver only domestic end products, except those –

- (1) For use outside the United States;
- (2) That the Government determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
- (3) For which the head of TRCD or a designee at a level no lower than the TRCD's designated awarding official determines that domestic preference would be inconsistent with the public interest; or
- (4) For which the head of TRCD or a designee at a level no lower than TRCD's designated awarding official determines the cost to be unreasonable (see Sec. 12.715).

CONSTRUCTION MATERIALS – 43 CFR Part 12 Subpart E Section 12.830

- (a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

Components, used in this clause, mean those articles, materials, and supplies incorporated directly into construction materials.

Construction material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated

as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to Sec. 12.810 (a) (3) of 43 CFR part 12, subpart E shall be treated as domestic.

- (b) The contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this agreement, except for foreign construction materials, if any, listed in this agreement.

8-1.02 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

Caltrans maintains the following list of Prequalified and Tested Signing and Delineation Materials. The Engineer shall not be precluded from sampling and testing products on the list of Prequalified and Tested Signing and Delineation Materials.

The manufacturer of products on the list of Prequalified and Tested Signing and Delineation Materials shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

For those categories of materials included on the list of Prequalified and Tested Signing and Delineation Materials, only those products shown within the listing may be used in the work. Other categories of products, not included on the list of Prequalified and Tested Signing and Delineation Materials, may be used in the work provided they conform to the requirements of the Standard Specifications.

Materials and products may be added to the list of Prequalified and Tested Signing and Delineation Materials if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroflective With Abarasion Resistant Surface (ARS)

1. Apex, Model 921AR (4" x 4")
2. Ennis Paint, Models C88 (4" x 4"), 911 (4" x 4") and C80FH
3. Ray-O-Lite, Models "AA" ARS (4" x 4") and ARC Round Shoulder (4" x 4")
4. 3M Series 290 (3.5" x 4")
5. 3M Series 290 PSA
6. Glowlite, Inc Model 988AR (4" x 4")

Retroflective With Abarasion Resistant Surface (ARS)

(For recessed application only)

1. Ennis Paint, Model 948 (2.3" x 4.7")
2. Ennis Paint, Model 944SB (2" x 4")*
3. Ray-O-Lite, Model 2002 (2" x 4.6")
4. Ray-O-Lite, Model 2004 ARS (2" x 4")*

*For use only in 4.5 inch wide (older) recessed slots

Non-Retroflective, 4-inch round

1. Apex Universal (Ceramic)
2. Apex Universal, Models 929 (ABS) and 929PP (Polypropylene)
3. Glowlite, Inc. (Ceramic) and PP (Polypropylene)
4. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
5. Interstate Sales, "Diamond Back" (Polypropylene)
6. Novabrite Models Cdot (White) Cdot-y (Yellow), Ceramic
7. Novabrite Models Pdot-w (White) Pdot-y (Yellow), Polypropylene

8. Three D Traffic Works TD10000 (ABS), TD10500 (Polypropylene)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (180 days or less)

1. Vega Molded Products "Temporary Road Marker" (3" x 4")

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

1. Apex Universal, Model 932
2. Filtrona Extrusion, Models T.O.M., T.R.P.M., and "HH" (High Heat)
3. Hi-Way Safety, Inc., Model 1280/1281
4. Glowlite, Inc., Model 932

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

1. Advanced Traffic Marking, Series 300 and 400
2. Brite-Line, Series 1000
3. Brite-Line, "DeltaLine XRP"
4. Swarco Industries, "Director 35" (For transverse application only)
5. Swarco Industries, "Director 60"
6. 3M, "Stamark" Series 380 and 5730
7. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (180 days or less)

1. Advanced Traffic Marking, Series 200
2. Brite-Line, Series 100
3. Garlock Rubber Technologies, Series 2000
4. P.B. Laminations, Aztec, Grade 102
5. Swarco Industries, "Director-2"
6. Trelleborg Industries, R140 Series
7. 3M Series 620 "CR", and Series A750
8. 3M Series A145, Removable Black Line Mask
(Black Tape: for use only on Hot mix asphalt surfaces)
9. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: for use only on Hot mix asphalt surfaces)
10. Brite-Line "BTR" Black Removable Tape
(Black Tape: for use only on Hot mix asphalt surfaces)
11. Trelleborg Industries, RB-140
(Black Tape: for use only on Hot mix asphalt surfaces)

Preformed Thermoplastic (Heated in place)

1. Flint Trading Inc., "Hot Tape"
2. Flint Trading Inc., "Premark Plus"
3. Ennis Paint Inc., "Flametape"

Ceramic Surfacing Laminate, 6" x 6"

1. Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 66-inch

1. Filtrona Extrusion, "Flexi-Guide Models 400 and 566"
2. Carsonite, Curve-Flex CFRM-400
3. Carsonite, Roadmarker CRM-375
4. FlexStake, Model 654 TM
5. GreenLine Model CGD1-66

Special Use Type, 66-inch

1. Filtrona Extrusion, Model FG 560 (with 18-inch U-Channel base)
2. Carsonite, "Survivor" (with 18-inch U-Channel base)
3. Carsonite, Roadmarker CRM-375 (with 18-inch U-Channel base)
4. FlexStake, Model 604
5. GreenLine Model CGD (with 18-inch U-Channel base)
6. Impact Recovery Model D36, with #105 Driveable Base
7. Safe-Hit with 8-inch pavement anchor (SH248-GP1)
8. Safe-Hit with 15-inch soil anchor (SH248-GP2) and with 18-inch soil anchor (SH248-GP3)

Surface Mount Type, 48-inch

1. Bent Manufacturing Company, Masterflex Model MF-180EX-48
2. Carsonite, "Channelizer"
3. FlexStake, Models 704, 754 TM, and EB4
4. Impact Recovery Model D48, with #101 Fixed (Surface-Mount) Base
5. Three D Traffic Works "Channelflex" ID No. 522248W

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA and Dura-Post, Model SHL36SMA
10. Three D Traffic Works "Boomerang" 5200 Series

Lane Separation System

1. Filtrona Extrusion, "Flexi-Guide (FG) 300 Curb System"
2. Qwick Kurb, "Klemmfix Guide System"
3. Dura-Curb System
4. Tuff Curb

CONICAL DELINEATORS, 42-inch

(For 28-inch Traffic Cones, see Standard Specifications)

1. Bent Manufacturing Company "T-Top"
2. Plastic Safety Systems "Navigator-42"
3. Traffix Devices "Grabber"
4. Three D Traffic Works "Ringtop" TD7000, ID No. 742143
5. Three D Traffic Works, TD7500
6. Work Area Protection Corp. C-42

OBJECT MARKERS

Type "K", 18-inch

1. Filtrona Extrusion, Model FG318PE
2. Carsonite, Model SMD 615
3. FlexStake, Model 701 KM
4. Safe-Hit, Model SH718SMA

Type "K-4" / "Q" Object Markers, 24-inch

1. Bent Manufacturing "Masterflex" Model MF-360-24
2. Filtrona Extrusion, Model FG324PE
3. Carsonite, "Channelizer"
4. FlexStake, Model 701KM
5. Safe-Hit, Models SH824SMA_WA and SH824GP3_WA

6. Three D Traffic Works ID No. 531702W and TD 5200
7. Three D Traffic Works ID No. 520896W

CONCRETE BARRIER MARKERS AND TEMPORARY RAILING (TYPE K) REFLECTORS

Impactable Type

1. ARTUK, "FB"
2. Filtrona Extrusion, Models PCBM-12 and PCBM-T12
3. Duraflex Corp., "Flexx 2020" and "Electriflexx"
4. Hi-Way Safety, Inc., Model GMKRM100
5. Plastic Safety Systems "BAM" Models OM-BARR and OM-BWAR
6. Three D Traffic Works "Roadguide" Model TD 9304

Non-Impactable Type

1. ARTUK, JD Series
2. Plastic Safety Systems "BAM" Models OM-BITARW and OM-BITARA
3. Vega Molded Products, Models GBM and JD
4. Plastic Vacuum Forming, "Cap-It C400"

METAL BEAM GUARDRAIL POST MARKERS

(For use to the left of traffic)

1. Filtrona Extrusion, "Mini" (3" x 10")
2. Creative Building Products, "Dura-Bull, Model 11201"
3. Duraflex Corp., "Railrider"
4. Plastic Vacuum Forming, "Cap-It C300"

CONCRETE BARRIER DELINEATORS, 16-inch

(For use to the right of traffic)

1. Filtrona Extrusion, Model PCBM T-16
2. Safe-Hit, Model SH216RBM

CONCRETE BARRIER-MOUNTED MINI-DRUM (10" x 14" x 22")

1. Stinson Equipment Company "SaddleMarker"

GUARDRAILING DELINEATOR

(Place top of reflective element at 48 inches above plane of roadway)

Wood Post Type, 27-inch

1. Filtrona Extrusion, FG 427 and FG 527
2. Carsonite, Model 427
3. FlexStake, Model 102 GR
4. GreenLine GRD 27
5. Safe-Hit, Model SH227GRD
6. Three D Traffic Works "Guardflex" TD9100
7. New Directions Mfg, NDM27

Steel Post Type

1. Carsonite, Model CFGR-327

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

1. Avery Dennison T-6500 Series (For rigid substrate devices only)
2. Avery Dennison WR-7100 Series
3. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
4. Reflexite, PC-1000 Metalized Polycarbonate
5. Reflexite, AC-1000 Acrylic
6. Reflexite, AP-1000 Metalized Polyester
7. Reflexite, Conformalight, AR-1000 Abrasion Resistant Coating
8. 3M, High Intensity

Traffic Cones, 4-inch and 6-inch Sleeves

1. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
2. Reflexite, Vinyl, "TR" (Semi-transparent) or "Conformalight"
3. 3M Series 3840
4. Avery Dennison S-9000C

Drums

1. Avery Dennison WR-6100
2. Nippon Carbide Industries, Flexible Ultralite Grade (ULG) II
3. Reflexite, "Conformalight", "Super High Intensity" or "High Impact Drum Sheeting"
4. 3M Series 3810

Barricades: Type I, Medium-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Nippon Carbide Industries, CN8117
2. Avery Dennison, W 1100 series
3. 3M Series CW 44

Barricades: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, W-2100 Series

Signs: Type II, Medium-High-Intensity (Typically Enclosed Lens, Glass-Bead Element)

1. Avery Dennison, T-2500 Series
2. Nippon Carbide Industries, Nikkalite 18000

Signs: Type III, High-Intensity (Typically Encapsulated Glass-Bead Element)

1. Avery Dennison, T-5500A and T-6500 Series
2. Nippon Carbide Industries, Nikkalite Brand Ultralite Grade II
3. 3M 3870 and 3930 Series

Signs: Type IV, High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-6500 Series
2. Nippon Carbide Industries, Crystal Grade, 94000 Series
3. Nippon Carbide Industries, Model No. 94847 Fluorescent Orange
4. 3M Series 3930 and Series 3924S

Signs: Type VI, Elastomeric (Roll-Up) High-Intensity, without Adhesive

1. Avery Dennison, WU-6014
2. Novabrite LLC, "Econobrite"
3. Reflexite "Vinyl"
4. Reflexite "SuperBright"
5. Reflexite "Marathon"
6. 3M Series RS20

Signs: Type VII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M Series 3924S, Fluorescent Orange
2. 3M LDP Series 3970

Signs: Type VIII, Super-High-Intensity (Typically Unmetallized Microprismatic Element)

1. Avery Dennison, T-7500 Series
2. Avery Dennison, T-7511 Fluorescent Yellow
3. Avery Dennison, T-7513 Fluorescent Yellow Green
4. Avery Dennison, W-7514 Fluorescent Orange
5. Nippon Carbide Industries, Nikkalite Crystal Grade Series 92800
6. Nippon Carbide Industries, Nikkalite Crystal Grade Model 92847 Fluorescent Orange

Signs: Type IX, Very-High-Intensity (Typically Unmetallized Microprismatic Element)

1. 3M VIP Series 3981 Diamond Grade Fluorescent Yellow
2. 3M VIP Series 3983 Diamond Grade Fluorescent Yellow/Green
3. 3M VIP Series 3990 Diamond Grade
4. Avery Dennison T-9500 Series
5. Avery Dennison, T9513, Fluorescent Yellow Green
6. Avery Dennison, W9514, Fluorescent Orange
7. Avery Dennison, T-9511 Fluorescent Yellow

SPECIALTY SIGNS

1. Reflexite "Endurance" Work Zone Sign (with Semi-Rigid Plastic Substrate)

SIGN SUBSTRATE

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

1. Fiber-Brite (FRP)
2. Sequentia, "Polyplate" (FRP)
3. Inteplast Group "InteCel" (0.5 inch for Post-Mounted CZ Signs, 48-inch or less)(PVC)

Aluminum Composite, Temporary Construction Signs Only

1. Alcan Composites "Dibond Material, 80 mils"
2. Mitsubishi Chemical America, Alpolic 350

8-1.03 TEST METHODS

Whenever a reference is made in the specifications to any of the California Test numbers specified below, the corresponding ASTM Designation or AASHTO Designation test may be used to determine the quality of the work or materials. The latest edition of each standard test method shall be used.

California <u>Test</u>	ASTM <u>Designation</u>	AASHTO <u>Designation</u>
231	D 2922	T 238(a)
203	D 422	T 88
204	D 4318	T 89 and T 90
504	C 231	T 152
518	C 138	T 121
521	C 39	T 22
523	C 293 and C 78	T 177 and T 97
533	C 360	-----
211	C131 and C 535	T 96

Note: When ASTM Designation: D 2922 or AASHTO Designation: T 238 is used, the frequency and real distribution of such tests shall comply with the requirements specified in California Test 231. For each determination of relative compaction by ASTM test methods, laboratory compaction tests per ASTM Designation: D 1557 shall be performed, except when the use of previous laboratory maximum dry unit weights are allowed. Previous laboratory maximum dry unit weights may be used to determine relative compaction if the material, as determined by the Engineer, is from the same general excavation or plant source and has the same visual characteristics of color, gradation, and soil classification as the previous laboratory maximum dry unit weights.

8-2.00 FREEZE-THAW REQUIREMENTS

Aggregates proposed for use in Portland Cement Concrete and precast Portland Cement Concrete products shall pass the freezing and thawing test, as specified in Section 90-2.02, "Aggregates," of the Standard Specifications and these Special Provisions.

A list of sources of aggregates which have previously passed the freeze-thaw test is available in the Caltrans District Office at 703 "B" Street, Marysville, California 95901.

Contractor's attention is directed to the fact that California Test 528, "Test for Freeze-Thaw Resistance of Aggregates in Air-Entrained Concrete," does not include procedures that determine compliance of the aggregates with the other requirements of the Plans and Specifications.

The mortar strength of fine aggregate relative to the mortar strength of Ottawa sand shall be 100%, minimum, as determined by California Test 515.

Unless a higher cement content is otherwise required, the minimum cement content for all Portland Cement Concrete and for all precast Portland Cement Concrete products shall be 590 pounds per cubic yard.

An air-entraining admixture conforming to the requirements in Section 90-4, "Admixture," of the Standard Specifications shall be added to the concrete at the rate required to result in an air content of $5 \frac{1}{2}\% \pm 1 \frac{1}{2}\%$ in the freshly mixed concrete, unless a different air content is specified elsewhere in these Special Provisions.

SECTION 9. DESCRIPTION OF WORK

The Work consists of but is not limited to the following: construction of erosion control improvements including curb and gutter with tie-in pavement, a double sediment trap, drainage channel, and revegetation. In addition the Work includes grading, widening of the roadway, rock slope protection, guardrail removal and installation, and construction of Angora Creek improvements including clearing and grubbing, tree removal, steel sheet pile removal and relocation, log trash rack removal, mowing and sod harvesting, construction of temporary access roads, dewatering and diversion of Angora Creek, construction of new creek channel, floodplain grading, rewatering, revegetation, earthen berm removal, culvert removal, installation of precast bridge structure and cast-in-place foundations at Lake Tahoe Boulevard, and utility relocation.

SECTION 10. CONSTRUCTION DETAILS

10-1.00 DESCRIPTION OF CONTRACT ITEMS

ITEM 1 – MOBILIZATION

Mobilization shall conform to the provisions of Sections 4-1.03, "Contractor Submittals," and 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions.

Mobilization shall include the obtaining of all bonds, insurance, and permits; moving onto the site of all equipment; and the furnishing and erecting of temporary buildings and other facilities required for the performance and completion of the Work. Mobilization shall also include the following items:

- 1) Providing on-site sanitary facilities.
- 2) Arranging for and setting up Contractor's storage area(s) in accordance with Section 5-1.36, "Storage of Equipment, Materials, Supplies, Etc."
- 3) Posting all OSHA required notices and establishment of safety programs.
- 4) Posting of all Prevailing Wage Requirements.
- 5) Preparing and transmitting the Submittals outlined in Section 4-1.03, "Contractor Submittals."
- 6) Obtaining and Submitting Certificates of Compliance.
- 7) Cleaning excavating and loading equipment prior to mobilization on site and presenting receipts to Engineer.
- 8) Transporting and spreading of wood chips on the unpaved staging/storage areas prior to use,
- 9) Preparation of "As-Constructed Plans" as outlined in Section 4-1.03, "Contractor Submittals."

Contractor shall be entitled to progress payments in accordance with Public Contract Code Section 20104.50. In lieu of Section 11-1.02 items A through E of "Mobilization" of the Standard Specifications, the first monthly payment estimate will be prepared when Engineer determines that five percent (5%) of the contract amount, not including mobilization, has been completed. Subsequent monthly pay estimates shall be made on the same day of the month as the first monthly pay estimate. Work completed in place less than two (2) working days prior to the preparation of the monthly pay estimate shall not be eligible for payment until the following month's estimate. The third to last paragraph of Section 11, "Mobilization," of the Standard Specifications shall be amended to read: "The adjustment provisions in Section 4-1.02A "Changes" shall not apply to the contract lump sum item of mobilization."

Payment for Mobilization Item as specified above will be made at the lump sum price bid, with no additional compensation therefore. In lieu of Section 11-1.02, "Payment," of the Standard Specifications, one partial payment of 50% of the bid price will be made upon completion of 50% of the mobilization of equipment on site and completion of items 1-8 above. The final payment of the remainder of the mobilization bid will be after satisfactory completion of the final project punch list and submittal of item 9 above. Satisfactory work completion for the partial or final payment will be determined by Engineer.

ITEM 2 – TRAFFIC CONTROL

Work under this item shall include all flaggers, temporary signs, lights, barricades, communication devices, and other devices required for the direction of local traffic through or around the work during construction including the road closure of Lake Tahoe Boulevard and the maintenance of a detour using View Circle. Contractor shall furnish all sign panels, posts, hardware, and all barricades and shall erect, maintain and remove all construction area signs, necessary for construction of project improvements, as specified in the Plans and these Special Provisions.

Traffic Control Requirements will be strictly enforced. Violation of these requirements is justification for Engineer to stop work until these requirements are met.

Attention is directed to Section 10-1.03, "Maintaining Traffic," and Section 10-1.04, "Traffic Control Plan," of these Special Provisions.

In lieu of Section 12-2.02, "Flagging Costs," of the Standard Specifications, the full cost of any flagging necessary shall be borne by Contractor.

Payment for Traffic Control Item as specified above shall be made at the lump sum price bid, with no additional compensation therefore. Partial payments for traffic control will be made based on the percentage of work requiring traffic control completed as determined by Engineer.

ITEM 3 – SWEEPING

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to sweep the project site and dispose of the swept materials. Tracking of sediment onto public streets shall be minimized by a combination of road sweeping and use of tire wash areas designated on the Plans during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets clear of soil and debris. Tracking control applies to streets within the project area as well as streets adjacent to the project area that have the potential to be impacted by tracking from the project construction.

Contractor shall provide sweeping equipment that conforms to the following minimum requirements:

- The sweeper shall be a chassis-mounted vehicle capable of vacuuming the roadways such that the swept material is placed into a hopper, from which the swept material can be removed and disposed of. **Broom sweepers that are attachments to other equipment are not acceptable sweepers.**

Affected streets shall be swept a minimum of **three (3)** times daily (e.g. mid-morning, mid-afternoon, and at the end of the day) during soil hauling operations, during equipment transporting from one work area to another, and as necessary to keep the streets clear of soil and debris. The swept material shall be disposed of in accordance with Section 10-1.10C.6, "Excavation and Grading," of these Special Provisions.

Attention is directed to Section 5-1.51, "Dust and Tracking Control," of these Special Provisions.

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

Payment for Sweeping Item shall be based on the lump sum price bid and on performing the sweeping operations as specified above. Partial payments for sweeping will be made based on the percentage of work completed as determined by Engineer.

ITEM 4 – TRENCH AND EXCAVATION SAFETY

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install sheeting, shoring and bracing, sloping the sides of trenches/excavations, or equivalent method for trenches/excavations five feet and greater in accordance with the Plans, the Standard Specifications, and these Special Provisions.

Attention is directed to Section 10-1.10, "Excavation and Grading," Section 10-1.26, "Shoring and Excavation Plan," and Appendix E "Dewatering and Diversion Plan" of these Special Provisions. If Section 10-1.26, "Shoring and Excavation Plan," requires shoring and bracing the excavation in lieu of sloping the sides of the excavation and Contractor doesn't comply, no payment will be made under this item.

Payment for Trench and Excavation Safety Item as specified above shall be based on the lump sum price bid. Partial payments for trench and excavation safety will be made based on the percentage of work completed as determined by Engineer.

ITEM 5 – INSTALL AND MAINTAIN TREE PROTECTION AND CONSTRUCTION LIMIT FENCE

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Plans, the Standard Specifications, these Special Provisions, and the TRPA Best Management Practices.

Attention is directed to Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan," of these Special Provisions.

A fine of \$100/ day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices.

The Contractor shall perform all construction activities that are outside the County road rights-of-way within the construction limits staked by the Engineer and delineated with construction limit fence installed by the Contractor. Where directed by the Engineer and/or shown on the Plans, construction limit fence shall be placed at the drip lines of individual trees that are to remain, in accordance with the Tree Protection and Construction Limit Fence Detail shown on the Plans. Attention is directed to Section 10-1.22, "Disturbance and Revegetation," of these Special Provisions.

The area within which Contractor will be allowed to work will be the area within the limits of the construction limit fence. At trees near the work area, the width of the work area will be reduced in order to protect the trees. Contractor shall review each such location to determine what equipment can be used to install the improvements at these locations or if hand work will be necessary. The costs associated with working within these reduced widths shall be included in the unit price bid for the applicable item of work with no additional compensation therefore.

All Construction Limit Fence shall remain in place until equipment access is no longer necessary in the area and TRPA approval is obtained.

Where Tree Protection Fencing cannot be placed at the dripline of the tree, the detail showing construction limit fencing wrapped around tree trunk and covered with wooden boards shall apply. The unit price bid for Wooden Trunk Tree Protection Item shall apply to this condition.

Payment for the Install and Maintain Tree Protection and Construction Limit Fence Item shall be based on the unit price bid and the number of linear feet of tree protection and construction limit fence installed and maintained, with no additional compensation therefore. Progress payments for this Item will be a maximum of 50% of the unit cost bid multiplied by the number of linear feet of Tree Protection and Construction Limit Fence installed during the pay period as determined by the Engineer and/or required by TRPA's Compliance Division. Payment for the maintenance and removal of all tree protection and construction limit fence will be made in the Final Pay Estimate providing that satisfactory maintenance was performed throughout the duration of the project and removal was completed as specified.

ITEM 6 – MOBILIZATION/DEMobilIZATION FOR MULCH BLOWING

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to mobilize and demobilize equipment and personnel required for the mulch blowing application in accordance with the Plans, the Standard Specifications, and these Special Provisions. This item provides a lump sum price should the mulch blowing operation require a **second** mobilization to and demobilization from the site due to the sequencing of the CCC's revegetation work.

If a second mobilization/demobilization is not necessary as determined by Engineer, this item shall be eliminated and such elimination shall not constitute a basis for claim by Contractor for extra payment or damages, and Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply.

Payment for Mobilization/Demobilization for Mulch Blowing Item shall be based on the lump sum bid and on Engineer's determination that the sequencing of the CCC's work caused the additional mobilization and demobilization. The lump sum price for this Item shall include all indirect costs (e.g., overhead).

ITEM 7 – MULCH AND MULCH APPLICATION

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to supply mulch and apply one-inch thick layer of mulch over humus on slopes after seeding by CCC is completed, over topsoil mix at road shoulders and behind curb and gutter after seeding by CCC is completed, over topsoil mix at disturbed areas and staging areas after seeding by CCC is completed in accordance with the Plans, the Standard Specifications, and these Special Provisions.

The CCC under the direction of Engineer will provide flagging on the slopes or other means to identify the location of mulch to be supplied and applied by Contractor. Attention is directed to Section 10-1.10, "Excavation and Grading," of these Special Provisions regarding mulch specifications and blower equipment specifications.

Payment for Mulch and Mulch Application Item shall be based on the unit price bid and on the number of cubic yards of mulch supplied and applied as specified above. An invoice certifying the number of cubic yards supplied and applied by the blower equipment will be the basis for determining the quantity for payment.

ITEM 8 – MOBILIZATION/DEMobilIZATION FOR TACKIFIER APPLICATION

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to mobilize and demobilize equipment and personnel required for the tackifier application operation in accordance with the Plans, the Standard Specifications, and these Special Provisions. This item provides a lump sum price should the tackifier operation require a second mobilization to and demobilization from the site due to the sequencing of the CCC's revegetation work. If a second mobilization/demobilization is not necessary as determined by Engineer, this item shall be eliminated and such elimination shall not constitute a basis for claim by Contractor for extra payment or damages, and Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply.

Payment for Mobilization/Demobilization for Tackifier Application Item shall be based on the lump sum bid and on Engineer's determination that the sequencing of the CCC's work caused the additional mobilization and demobilization. The lump sum price for this Item shall include all indirect costs (e.g., overhead).

ITEM 9 – TACKIFIER AND TACKIFIER APPLICATION

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to supply and apply tackifier over the mulched areas in accordance with the Plans, the Standard Specifications, and these Special Provisions.

Attention is directed to Section 10-1.10, "Excavation and Grading," of these Special Provisions regarding tackifier specifications and application equipment specifications.

Payment for Tackifier and Tackifier Application Item shall be based on the unit price bid and on the number of square feet of tackifier supplied and applied as specified above or the number of gallons applied for the equivalent square feet. An invoice certifying the number of square feet supplied and applied by the application equipment will be the basis for determining the quantity for payment.

ITEMS 10, 11, AND 12 – INSTALL AND MAINTAIN WEIGHTED FIBER ROLLS OR GRAVEL-FILLED ROLLS, INSTALL AND MAINTAIN FILTER FENCE, AND INSTALL AND MAINTAIN VISQUEEN WITH GRAVEL BAGS OR GRAVEL-FILLED ROLLS

Work under these items shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of, where applicable, these temporary erosion control measures as required by the Plans, the Standard Specifications, these Special Provisions, and the TRPA Best Management Practices.

Attention is direction to Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions.

A fine of \$100/ day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices.

INSTALL AND MAINTAIN WEIGHTED FIBER ROLLS OR GRAVEL-FILLED ROLLS: Weighted fiber rolls or alternatively, gravel-filled rolls shall be used only in areas of compacted soil, concrete, or paved surfaces. Examples of these areas are in areas to receive curb and gutter, other roadside concrete or asphalt work, around sediment trap windows after the concrete curb opening is in place, but prior to placement of AC paving. Spacing requirements for weighted fiber rolls or gravel-filled rolls for use in areas to receive curb and gutter are described in the notes on Sheet EC-2 of the Plans. These spacing intervals shall be maintained and new sections of weighted fiber rolls or gravel-filled rolls added as the installations of these improvements progress. In addition to the placement of the weighted fiber rolls or gravel-filled rolls at the specified spacing intervals, Contractor shall 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 shall 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 this section of weighted fiber rolls or gravel-filled rolls will be made only once. The configuration for the use of weighted fiber rolls or gravel-filled rolls at sediment trap windows after the concrete curb opening is in place, but prior to the placement of AC paving is intended to filter sediment from runoff before the runoff enters the sediment trap.

Areas where Contractor stores equipment or material on pavement may require the use of weighted fiber rolls or gravel-filled bags for temporary erosion control. If a section of weighted fiber rolls or gravel-filled rolls is used in storage/staging more than once, or removed and replaced at a single location more than once, payment for installation and maintenance will be made only once. Attention is directed to Section 5-1.36, "Storage of Equipment, Materials, Supplies, Etc.," of these Special Provisions, Sheets EC-1 and T-1 of the Plans for staging/storage areas.

Contractor shall remove and dispose of all weighted fiber rolls or gravel-filled rolls measures after construction in the area is completed and TRPA approval is obtained.

Contractor shall note that **straw** bales shall not be used for any temporary erosion control measures.

Payment for the Install and Maintain Weighted Fiber Rolls or Gravel-Filled Rolls Item shall be based on the unit price bid and on the number of weighted fiber rolls or gravel-filled rolls installed and maintained as described above with no additional compensation therefore. Progress payments for this Item will be a maximum of 50% of the unit cost bid multiplied by the number of weighted fiber rolls or gravel-filled bags installed during the pay period as determined by Engineer and/or required by TRPA's Compliance Division. Payment for maintenance, removal, and disposal of all weighted fiber rolls or gravel-filled rolls will be made in the Final Pay Estimate providing that satisfactory maintenance was performed throughout the duration of the project.

INSTALL AND MAINTAIN FILTER FENCE (FF): FF shall be placed at the downstream edge of fill and elsewhere noted on the Plans.

TRPA or Lahontan may require that FF be used at additional locations.

For locations where FF is placed across Angora Creek, Contractor shall install gravel bags and key the fabric between the gravel bags and creek bed and banks.

Areas where Contractor temporarily stockpiles excavated materials may require FF for temporary erosion control. Attention is directed to Section 5-1.36, "Storage of Equipment, Materials, Supplies, Etc.," of these Special Provisions and Sheets EC-1 and T-1 of the Plans for the designated temporary staging/storage areas.

FF shall be removed and disposed of by Contractor after construction is completed, except for the FF located at the downstream edge of fill, which shall remain in place after construction.

Payment for the Install and Maintain Filter Fence Item shall be based on the unit price bid and on the number of linear feet of FF installed and maintained as described above with no additional compensation therefore. Progress payments for these Items will be a maximum of 50% of the unit cost bid multiplied by the number of linear feet of FF installed during the pay period as determined by Engineer and/or required by TRPA's Compliance Division. Payments for maintenance, removal, and disposal, as applicable, of filter fence will be made in the Final Pay Estimate providing that satisfactory maintenance was performed through the duration of the project and removal was completed as specified.

INSTALL AND MAINTAIN VISQUEEN WITH GRAVEL BAGS OR GRAVEL-FILLED ROLLS: Visqueen sheeting weighted with gravel bags or gravel-filled rolls shall be placed in all swales and channels along the entire length of the swale and/or channel after grading is completed, but coir fabrics, erosion control blanket, or salvaged sod, as applicable, cannot be placed in the swale or channel immediately after that section of swale or channel is graded, unless from weather reports, Engineer determines that the interim use of visqueen sheeting weighted with gravel bags or gravel-filled rolls is unnecessary. Contractor shall be paid per linear foot of channel or swale along which visqueen with gravel bags or gravel-filled bags are installed. Gravel bags or gravel-filled rolls shall be placed along the visqueen at the spacing shown on Sheet EC-2 of the Plans. Visqueen shall be overlapped as shown on Sheet EC-2 of the Plans. The visqueen sheeting shall cover the swale or channel cross section and extend one foot either side of the top of the swale or channel bank. Once installed in a graded swale or channel, visqueen sheeting with gravel bags or gravel-filled rolls shall remain in place until coir fabrics, erosion control blanket, or salvaged sod, whichever is applicable is placed.

The quantity shown on the item is approximate and may be reduced or may be increased. The increase or reduction of this quantity compared with that set forth in the bid schedule shall not constitute a basis for a claim by Contractor for extra payment or damages and Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply.

Payment for the Install and Maintain Visqueen with Gravel Bags or Gravel-filled Rolls Item shall be based on the unit price bid and on the number of linear feet of channel or swale over which the visqueen with gravel bags or gravel-filled rolls are installed and maintained as described above, with no additional compensation therefore. Progress payments for this Item will be a maximum of 50% of the unit cost bid multiplied by the number of linear feet of swale or channel over which visqueen with gravel bags or gravel-filled rolls are installed and maintained during the pay period as determined by Engineer and/or required by TRPA's Compliance Division. As described above once the swale or channel is covered, the visqueen and gravel bags or gravel-filled rolls will remain in place until the swale or channel permanent protection is installed. Therefore the maximum payment for each swale and/or channel location will be the length of the swale and/or channel. Payments for maintenance, removal, and disposal of visqueen with gravel bags or gravel-filled rolls will be made in the Final Pay Estimate providing that satisfactory maintenance was performed through the duration of the project and removal was completed as specified.

ITEM 13 – DIVERSION

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to divert Angora Creek around the work area and, if necessary, install and maintain a turbidity barrier for properly completing the specified work in accordance with the Plans, the Standard Specifications, these Special Provisions, and as directed by the Engineer.

While Angora Creek is flowing within the limits of the work area shown on the Plans, the Contractor shall build, maintain, and operate such facilities that divert the creek flow through or around the entire work area via a temporary culvert with gravel bag/filter fabric dam, or water pump and hose system, or similar system. Pumps shall be electric motor driven or shall be run from generators with approved muffling devices. Contractor shall take in to account storm water flows in the design and implementation of the Diversion system. The Diversion shall include all activities necessary to allow for construction and use of temporary access roads, installation of temporary BMPs, clearing and grubbing, removal of trees, rocks, steel sheet pile, and log trash rack, boulder removal and relocation, installation of rock slope protection, floodplain and slope grading, coir log placement, excavation and construction of the Angora Creek channel and salvaged sod grass-lined swale, utility relocation, culvert removal, excavation and construction of the three-sided precast bridge system, backfilling, compacting, and revegetation. The existing culverts under Lake Tahoe Blvd. may be utilized in the Contractor's Diversion. The Diversion shall result in conditions that allow the

required compaction to be achieved and shall prevent sediment-laden water that exceeds the effluent discharge limits from entering the drainage ways, SEZ, and creek within the project area. It is possible that the Diversion may have to be adjusted to accommodate the sequence of work. No additional compensation shall be provided for any adjustments, revisions, or reinstallations of Diversion elements.

Attention is directed to the Dewatering and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion operation requirements.

Attention is directed to Sheets DW-1 and DW-2 of the Plans, Section 4-1.03, "Contractor Submittals," Section 10-1.02, "Cooperation," Section 10-1.06, "Temporary Access Roads," Section 10-1.18, "Turbidity Barrier," and Section 10-1.20, "Dewatering and Rewatering Plan," of these Special Provisions.

Payment for the Diversion Item as specified above shall be based on the lump sum price bid, with no additional compensation therefore. Partial payments for diversion will be made based on the percentage of work completed as determined by Engineer.

ITEM 14 – DEWATERING

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to dewater the work area, designated as "Dewatering Area 1" on Sheet DW-2 of the Plans, as needed for properly completing the specified work in accordance with the Plans, the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Dewatering shall include all activities necessary to allow for construction and use of temporary access roads, installation of temporary BMP's, clearing and grubbing, removal of trees, rocks, steel sheet pile, and log trash rack, boulder removal and relocation, installation of rock slope protection, floodplain and slope grading, coir log placement, coir fabric placement, topsoil and sod salvage, excavation and construction of the Angora Creek channel and salvaged sod grass-lined swale, utility relocation, culvert removal (with headwalls and wingwalls), excavation and construction of the three-sided precast bridge system and cast-in-place foundations, willow salvage and placement, sod harvest and placement, backfilling, compacting, and revegetation. The Contractor is advised that fish and amphibian salvage must occur prior to dewatering of the existing Angora Creek channel. Dewatering shall result in conditions that allow the required compaction to be achieved and shall prevent sediment-laden water that exceeds the effluent discharge limits from entering the drainage ways and creek within the project area.

It is anticipated that these areas will exhibit wet conditions. Discussions between the Contractor and the Engineer will determine if dewatering is necessary. If it is decided that dewatering at an area is unnecessary, no payment for this location will be made. The elimination or reduction of this Item shall not constitute the basis for a claim of extra payment or damage by the Contractor, and Section 4-1.03B of the Standard Specifications shall not apply.

If it is determined that dewatering is necessary, Contractor shall install and continue to operate the dewatering system until all work within the dewatering area is completed. At the Engineer's discretion, partial payments may be made for the dewatering system. The total maximum payment for dewatering shall be equal to the lump sum price bid for the dewatering Item.

The Engineer will monitor the turbidity upstream and downstream of the work area before the work is performed and while the work is being performed. In no case shall the Contractor's operations exceed effluent limits shown in Appendix E, "Dewatering and Diversion Plan." The Contractor shall take these requirements into consideration in the design and operation of the dewatering system and the performance of the work.

The costs associated with dewatering for the installation of the salvaged steel sheet pile are included in the unit price bid for the Item "Dewatering for Sheet Pile Installation." The costs associated with dewatering for the removal of the earthen berm are included in the unit price bid for the Item "Dewatering for Berm Removal."

Attention is directed to the Diversion and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding dewatering operation requirements.

Attention is directed to Section 4-1.03, "Contractor Submittals," Section 10-1.02, "Cooperation," Section 10-1.06, "Temporary Access Roads," and Section 10-1.20, "Dewatering and Rewatering Plan," of these Special Provisions.

Payment for the Dewatering Item as specified above shall be based on the lump sum price bid, with no additional compensation therefore. Partial payments for dewatering will be made based on the percentage of work completed as determined by Engineer.

ITEM 15 – REWATERING

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to rewater Angora Creek into the new channel as needed for properly completing the specified work in accordance with the Plans, the Standard Specifications, these Special Provisions, and as directed by the Engineer.

The costs associated with flushing the channel prior to rewatering the new Angora Creek channel and flow being released into Angora Creek, shall be included in the unit price bid for this item.

The Engineer will monitor the turbidity upstream and downstream of the work area before the work is performed and while the work is being performed. In no case shall the Contractor's operations exceed effluent limits shown in Appendix E, "Dewatering and Diversion Plan." The Contractor shall take these requirements into consideration in the design and operation of the rewatering system and the performance of the work.

Attention is directed to the Diversion and Dewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding rewatering operation requirements.

Attention is directed to Section 4-1.03, "Contractor Submittals," Section 10-1.06, "Temporary Access Roads," and Section 10-1.20, "Dewatering and Rewatering Plan," of these Special Provisions.

Payment for the Rewatering Item as specified above shall be based on the lump sum price bid, with no additional compensation therefore.

ITEM 16 – ANGORA CREEK CHANNEL (F)

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary to construct the Angora Creek channel in accordance with the Plans, the Standard Specifications, and these Special Provisions.

Work under this item includes clearing and grubbing, excavation, disposal of excess material, scarifying and compaction of subgrade, furnishing, placing, and staking Types A and B coir fabrics, furnishing and placing gravel and cobble to the lines and grades shown on the Plans, furnishing and placing clean washed sand and gravel to fill the voids between the cobble, and warping the Angora Creek channel to match existing where noted.

The costs associated with transplanting harvested sod and furnishing, placing, and staking Type B coir fabric over the sod is included in the Item "Sod Harvest and Transplant."

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Item "Floodplain Grading," Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," Section 10-1.10, "Excavation and Grading," Section 10-1.21, "Rock Specifications," and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions.

Payment for the Angora Creek Channel Item shall be based on the unit price bid and on the number of linear feet of channel shown on the Bid Schedule and installed as specified above.

ITEM 17 – RIFFLE STRUCTURE (F)

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary to install riffle structures along the realigned Angora Creek channel, placing salvaged No. 1 rock backing and 300 lb. to 1/4 ton rock as required by the Plans, the Standard Specifications, and these Special Provisions.

Work under this item includes clearing and grubbing, excavation, disposal of excess material, scarifying and compaction of subgrade, furnishing and placing Types A and B coir fabrics, placing salvaged No. 1 rock backing and 300 lb to 1/4 ton rock to the lines and grades shown on the Plans, and furnishing and placing clean washed sand and gravel to fill the voids between the rock.

The costs associated with transplanting harvested sod and furnishing, placing, and staking Type B coir fabric over the sod is included in the Item "Sod Harvest and Transplant."

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Item "Floodplain Grading," Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," Section 10-1.10, "Excavation and Grading," Section 10-1.21, "Rock Specifications," and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions.

Payment for the Riffle Structure Item shall be based on the unit price bid and on the number of linear feet shown on the Bid Schedule and as installed as specified above.

ITEM 18 – INSTALL AND MAINTAIN TIRE WASH AREA (ON PAVEMENT)

Work under this item shall consist of furnishing all labor, tools, equipment and material necessary to install, maintain, remove, and dispose of the tire wash area on pavement in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes furnishing, installing, maintaining, removing and disposing of gravel bags or gravel-filled rolls and the Class 1 Type A permeable rock filter.

Attention is directed to Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)." Attention is directed to Section 5-1.51, "Dust and Tracking Control," of these Special Provisions regarding payment for the actual washing of tires.

A fine of \$100/ day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices.

Payment for Install and Maintain Tire Wash Area (On Pavement) Item shall be based on the unit price bid and on the number of tire wash areas installed and maintained as specified above. Progress payments for this Item will be a maximum of 50% of the unit cost bid multiplied by the number of tire wash areas installed on pavement during the pay period as determined by Engineer and/or required by TRPA's Compliance Division. Payment for the maintenance, removal, and disposal of all tire wash areas on pavement will be made in the Final Pay Estimate providing that satisfactory maintenance was performed throughout the duration of the project and removal was completed as specified.

ITEM 19 – INSTALL AND MAINTAIN CONCRETE WASH AREA

Work under this item shall consist of furnishing all labor, tools, equipment and material necessary to install, maintain, remove, and dispose of the concrete wash area in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes clearing and grubbing, excavation and disposal of excess material, grading, furnishing, installing, maintaining, removing and disposing of the rice straw fiber roll, woven filter fabric, and Class 1 Type A Permeable rock filter.

Attention is directed to Section 10-1.10, "Excavation and Grading," and Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions.

The Concrete Wash Area is a temporary erosion control device or BMP. A fine of \$100/ day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to

maintain this temporary erosion control device. A separate \$100 fine will be levied for each time that Contractor, subcontractor, or suppliers do not use the concrete wash out and wash out in a location that has not been approved.

Payment for Install and Maintain Concrete Wash Area Item shall be based on the unit price bid and on the number of concrete wash areas installed and maintained as specified above. Progress payments for this Item will be a maximum of 50% of the unit cost bid multiplied by the number of concrete wash areas installed during the pay period as determined by Engineer and/or required by TRPA's Compliance Division. Payment for the maintenance, removal, and disposal of all concrete wash areas will be made in the Final Pay Estimate providing that satisfactory maintenance was performed throughout the duration of the project and removal was completed as specified.

ITEM 20 – ROADSIDE SIGN REMOVAL AND RELOCATION

Work under this item consists of the removal and salvaging of existing road signs, removal and disposal of concrete encasement if present, and resetting signs in new concrete as per County Design Standard Plan 105A and/or 105B in Appendix D of these Special Provisions. Signs to be removed and relocated will be marked by Engineer.

Attention is directed to Section 10-1.19 "Concrete Structures" of these Special Provisions.

Unless temporary signing acceptable to Engineer is installed, each roadside sign shall be installed at the new location on the same day said sign is removed from its original location. If Engineer determines that a sign post is damaged, Contractor shall repair or replace the post. Such costs shall be included in this item.

Payment for Roadside Sign Removal and Relocation Item shall be based on the unit price bid and on the number of roadside signs removed and relocated as specified above.

ITEM 21 – 36" DOUBLE SEDIMENT TRAP

Work under this item shall consist of furnishing all labor, tools, equipment and materials necessary to construct the sediment traps (STs) in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include clearing and grubbing, excavation, disposal of excess material, furnishing, placing, and compacting Class 1 Type A and B permeable materials, backfill, compaction, woven geotextile fabric, regrading, furnishing and installing galvanized vertical CMP (including connecting pipe, fabrication and installation of hinged lids for sediment trap checkered plate covers, windows, and vertical bars on windows), welding the connecting pipe to the vertical CMP, precast concrete base with salvaged No. 1 rock backing from project area, and grouting of precast base to vertical CMP. The costs associated with the removal and disposal of sediment and stormwater accumulated in the traps during construction shall also be included in the unit prices bid for this item. Disposal of sediment shall be in accordance with Section 10-1.10, "Excavation and Grading," of these Special Provisions. Sediment shall be removed just prior to demobilization.

The costs associated with furnishing humus and mixing humus with salvaged topsoil to create topsoil mix and placing and compacting topsoil mix around the perimeter of the double sediment trap is included in the unit price bid for the Item "Rolled Curb and Gutter with Tie-in Pavement."

Contractor is responsible for the protection of the existing utilities in the performance of work described herein. The costs associated with providing such protection shall be included in the cost of each Sediment Trap installed.

Contractor shall cut the ST windows and holes to receive culvert stubs in the field and weld the stubs in the field to allow for adjustments if necessary. The lids and lid assemblies may be prefabricated. Should Contractor elect to prefabricate all elements (other than CMP lengths, lids, and lid assemblies) of the Sediment Traps, any modifications required in the field that are the result of providing prefabricated elements (other than CMP lengths, lids, and lid assemblies) shall be performed by Contractor at his expense. Contractor shall submit shop drawings for all prefabricated elements of the Sediment Traps to Engineer within five (5) working days of the Notice to Proceed for review. The concrete bases shall be precast and grouted in place to the vertical CMP.

Galvanized areas damaged during cutting, welding, or handling shall be repaired with suitable corrosion resistant coating approved by Engineer (see Section 5-1.49, "Certificates of Compliance").

Attention is directed to Section 10-1.10, "Excavation and Grading," regarding backfill and compaction specifications and Section 10-1.26, "Shoring and Excavation Plan," for submittal requirements for safety and a description of the conditions under which sloping the sides of the excavation will be allowed in lieu of shoring and bracing or equivalent method.

Attention is directed to Section 10-1.17, "Culvert, CMP Structures, Perforated Pipe, and Water Main," of these Special Provisions.

Attention is directed to Section 10-1.19, "Concrete Structures," for concrete base requirements and Section 10-1.21, "Rock Specifications," for No. 1 rock backing requirements.

The costs associated with shoring and bracing, or sloping the sides of the excavation in the trenches five (5) feet and deeper are included in the Item "Trench and Excavation Safety."

Payment for 36" Double Sediment Trap Item shall be based on the unit price bid and on the number of double sediment traps installed as specified above.

ITEM 22 – REMOVE EXISTING CMPS

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to remove existing culverts, concrete headwalls, aprons, and wingwalls noted on the Plans for removal in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes clearing and grubbing, sawcutting, excavation, disposal of excess material, shoring and bracing, or sloping the sides of the excavation for trenches less than five (5) feet deep, removal and disposal of 2 - 42"x69" CMP arch culverts, 42 LF each, concrete, and backfilling and compacting. The width of the trench for removal of the culvert shall be sufficient to allow for proper compaction of the backfill.

The trench shall be backfilled with native material. Where the removal occurs within the pavement section, backfill of the trench section shall be to the proposed subgrade elevations. If pavement removal on Lake Tahoe Blvd. is not performed concurrently, cold AC mix shall be placed, compacted, and maintained over the trench and shall be placed and compacted immediately after the backfill compaction is complete. The costs associated with furnishing, placing, compacting, and maintaining cold AC mix shall be included in the unit price for the removal of the existing culverts.

The costs associated with shoring and bracing, or sloping the sides of the excavation in the trenches deeper than five (5) feet are included in the Item "Trench and Excavation Safety."

Attention is directed to the Diversion and Dewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion and dewatering operation requirements.

Attention is directed to Section 10-1.03, "Maintaining Traffic," Section 10-1.04, "Traffic Control Plan," Section 10-1.10, "Excavation and Grading," and Section 10-1.19, "Concrete Structures," of these Special Provisions.

Payment for Remove Existing CMPS Item as specified above shall be made at the lump sum price bid, with no additional compensation therefore.

ITEM 23 – SALVAGED SOD GRASS-LINED SWALE

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to construct the salvaged sod grass-lined swale in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include clearing and grubbing, excavation, disposal of excess material, construction of a temporary access road, mixing salvaged topsoil and humus, placement and compaction of topsoil mix adjacent to the swale in disturbed areas within the construction area limits.

The costs associated with the placement of salvaged sod in the swale shall be included in the unit price bid for Item "Sod Salvage and Transplant."

The swale shall be constructed with the trucks for off-hauling excess material placed on the roadway unless Contractor can provide an alternate method that reduces tracking of dirt and minimizes disturbance. Equipment for constructing the salvaged sod grass-lined swale shall be track-mounted.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Items "Install and Maintain Filter Fence," "Install and Maintain Visqueen with Gravel Bags or Gravel-filled Rolls," and "Dewatering," Section 5-1.51, "Dust and Tracking Control," Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," Section 10-1.08, "Sod Salvage and Transplant," Section 10-1.10, "Excavation and Grading," Section 10-1.13, "Equipment Specifications," and Appendix E, "Dewatering and Diversion Plan," of these Special Provisions. The flowline elevations shown on the Plans are from the top of the sod.

Payment for Salvaged Sod Grass-Lined Swale Item shall be based on the unit price bid and on the number of linear feet of salvaged sod grass-lined swale installed as specified above.

ITEM 24 – GRASS-LINED SWALE

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to construct the grass-lined swale in which sod will be placed by others in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include clearing and grubbing, excavation, disposal of excess material, furnishing and placing erosion control blanket, mixing salvaged topsoil with humus to create topsoil mix, and placement and compaction of topsoil mix in the swale and adjacent to the swale in disturbed areas within the construction limit fence and filter fence.

The swale shall be constructed with the trucks for off-hauling excess material placed on the roadway, unless Contractor can provide an alternate method that reduces tracking of dirt and minimizes disturbance. Contractor's attention is directed to Section 5-1.51, "Dust and Tracking Control," of these Special Provisions.

Attention is directed to Items "Install and Maintain Filter Fence," "Install and Maintain Visqueen with Gravel Bags or Gravel-filled Rolls," and "Humus for Topsoil Mix," Section 10-1.07, "Clearing and Grubbing," Section 10-1.10, "Excavation and Grading," and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions.

The sod for the grass-lined swale will be installed by others. The flowline elevations shown on the plans are from the top of the sod.

Payment for Grass-Lined Swale Item shall be based on the unit price bid and on the number of linear feet of grass-lined swale installed as specified above.

ITEM 25 – ROLLED CURB AND GUTTER WITH TIE-IN PAVEMENT

Work under this item shall consist of furnishing all labor, tools, equipment, and material necessary to construct the Portland Cement concrete curb and gutter with tie-in pavement (including the gutter at the type 1 curb opening) in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include AC pavement removal and disposal in the area in which curb and gutter with tie-in pavement or curb opening is to be installed, clearing and grubbing, excavation, disposal of excess material, sawcutting, scarifying and compacting subgrade, furnishing, placing, and compacting aggregate base, concrete and its forming and placement, including warping the curb and gutter to match the existing curb opening, and finishing, expansion joints, crack joints, tie-in pavement placement, compacting, paint binder, and grading (including fill or excavation and compaction of fill and subgrade) an average of two (2) feet behind the curb, furnishing humus and mixing with salvaged topsoil to create topsoil mix, and placement and compaction of topsoil mix behind curb.

Construction of the AC pavement section up to three (3) feet wide (i.e. tie-in pavement) between curb and gutter and existing pavement (or new pavement) is included in this item. The three (3) SF of AC pavement at the end of the curb opening and the three (3)-foot tie-in pavement section at the curb opening are also included in this item. The tie-in pavement section shall consist of 3" AC over 8" of aggregate base. AC pavement section replacement beyond the three (3) feet where shown on the Plans or where directed by

Engineer shall be paid for under the "AC Paving" Item. Regardless of the condition of the existing pavement, Contractor shall take such care of the sawcut edge of the pavement as is necessary to ensure that tie-in pavement and/or AC paving greater than that shown on the Plans is not necessary. All pavement disturbed beyond the limits shown on the Plans shall be replaced at Contractor's expense and shall include an additional sawcut.

If constructed with a cold joint on the end at the curb opening, construct expansion joint using 3 - #4 x 24" bars at the seam.

Backfill and topsoil mix behind the curb included in this item as well as AC disposal shall be in accordance with Section 10-1.10, "Excavation and Grading," of these Special Provisions. Attention is directed to Items "AC Paving," "Humus for Topsoil Mix," "Mulch and Mulch Application," and "Tackifier and Tackifier Application."

The costs associated with the construction of the curb opening and furnishing and placement of expansion joint material and reinforcing steel at the cold joint(s) and/or crack (weakened plane joint) joints within this concrete work are included in the unit price bid for the Item "Type 1 Concrete Curb Opening."

The costs associated with backfilling and compacting behind the curb opening shall be included in the unit price bid for this item. The costs associated with furnishing humus and mixing humus with salvaged topsoil to create topsoil mix, and placing and compacting topsoil mix behind the type opening and double sediment trap shall be included in the unit price bid for this item.

The costs associated with drilling and doweling 3 - #4 x 24" and embedding 12" into the existing curb opening as shown on Sheet P-1 of the Plans shall be included in the unit price bid for this item.

Construction control lines for curb and gutter shall be set by Contractor based on horizontal control and vertical control staked by Engineer. The string line shall be set sufficiently in advance of the scheduled pour, but in no case less than two (2) hours, to allow Engineer to check the line against cut sheet grades and provide time for adjustment, if necessary.

All curb and gutter shall be water tested and shall drain without ponding. If ponding does occur, Contractor shall be responsible for removal and replacement of a sufficient amount of curb and gutter to eliminate the ponding. Grinding of the flowline will not be permitted.

Contractor is responsible for protecting the lip of the gutter after it is constructed and before AC paving is in place.

Attention is directed to Section 10-1.10, "Excavation and Grading," Section 10-1.14, "Asphaltic Emulsion (Paint Binder)," Section 10-1.15, "Asphalt Concrete," and Section 10-1.19, "Concrete Structures."

Payment for Rolled Curb and Gutter with Tie-in Pavement Item shall be based on the unit price bid and on the number of linear feet of curb and gutter installed as specified above.

ITEM 26 – TYPE 1 CONCRETE CURB OPENING

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to construct the Portland Cement concrete curb opening in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include excavation, disposal of excess material, scarifying and compaction of subgrade, hauling, placing, and compacting 3½" (min.) aggregate base, concrete and its forming, placement, and finishing, furnishing and placing expansion joint material and reinforcing steel (3 - #4 x 24" long at each expansion joint/cold joint).

Attention is directed to Section 10-1.10, "Excavation and Grading," regarding compaction specifications and Section 10-1.19, "Concrete Structures," regarding concrete specifications.

The costs associated with sawcutting, removing, and disposing of existing AC under the curb opening and within the three (3)-foot tie-in pavement width, and placing and compacting the three (3) SF of AC pavement at the end of the curb opening and the three (3)-foot tie-in pavement section (AC and aggregate base) at the

curb opening are included in the unit price bid for the Item "Rolled Curb and Gutter with Tie-in Pavement." The costs associated with backfilling and compacting behind the curb opening shown on Sheets P-1 and D-2 of the Plans are included in the unit price bid for the Item "Rolled Curb and Gutter with Tie-in Pavement." The costs associated with furnishing humus and mixing humus with salvaged topsoil to create topsoil mix, and placing and compacting topsoil mix behind the curb opening and double sediment trap are included in the unit price bid for the Item "Rolled Curb and Gutter with Tie-in Pavement."

Payment for Type 1 Concrete Curb Opening Item shall be based on the unit price bid and on the number of type 1 curb openings installed as specified above.

ITEM 27 – AC PAVEMENT REMOVAL (F)

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to remove the existing AC pavement shown on the Plans in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes sawcutting, removal of existing AC paving, and disposal of AC paving that is removed.

The costs associated with AC removal under concrete curb and gutter with tie-in pavement and the concrete curb opening shall be included in the unit prices bid for the respective items.

Attention is directed to Section 10-1.10, "Excavation and Grading," for AC disposal requirements. As noted by (F) in the bid schedule, the quantity shown in the bid schedule shall be the final pay quantity regardless of the variations in pavement thickness encountered. The Geotechnical Report by MACTEC, Inc., noted in the Plans and these Special Provisions, shows that the existing pavement thickness is approximately 8 inches. There may be some areas that are thicker than 8 inches and other areas that are thinner than 8 inches. A complete copy of this report is available for review at the office of El Dorado County Department of Transportation, 924B Emerald Bay Road, South Lake Tahoe, CA 96150.

Payment for AC Pavement Removal (F) Item shall be based on the unit price bid and on the number of square feet shown in the bid schedule, regardless of the thickness of AC, and shall be removed as specified above.

ITEM 28 – AC PAVING

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install AC paving in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include sawcutting, excavation, disposal of excess material, grading, scarifying and compacting subgrade, furnishing, placing, and compacting aggregate base (8" compacted thickness), paint binder, placing and compacting AC (3" compacted thickness).

The following items of work will be paid for under this item:

- AC replacement beyond the three (3) foot tie-in pavement as shown on the Plans and marked in the field by Engineer.
- Areas marked in the field by Engineer.

Regardless of the condition of the existing pavement, Contractor shall take such care of the sawcut edge of the pavement as is necessary to ensure that tie-in pavement and/or AC paving greater than that shown on the Plans is not necessary. All pavement disturbed beyond the limits shown on the Plans and/or marked in the field shall be replaced at Contractor's expense and shall include an additional sawcut.

Grading of the shoulder and road slope from the edge of pavement on the south side of Lake Tahoe Blvd. and east side of Angora Creek Road and grading of the shoulder and road slope behind the rolled curb and gutter are included in other Items.

Contractor's attention is directed to Section 10-1.10, "Excavation and Grading," Section 10-1.14, "Asphaltic Emulsion (Paint Binder)," and Section 10-1.15, "Asphalt Concrete," of these Special Provisions.

Payment for AC Paving Item shall be based on the unit price bid and on the number of square feet of AC paving installed as specified above.

ITEM 29 – MISCELLANEOUS GRADING

Work under this item shall consist of providing all labor, tools, materials, and equipment necessary to perform miscellaneous grading as shown on the Plans and as directed by Engineer. Miscellaneous grading includes excavation, fill, compaction, disposal of excess material in accordance with Section 10-1.10, "Excavation and Grading," of these Special Provisions, scarifying and compaction of subgrade, mixing salvaged topsoil and humus, and placement and compaction of topsoil mix over graded areas where applicable.

Work under this item is separate from excavation, fill, compaction, disposal of excess material, and scarifying and compacting of subgrade required within other items of work in these Special Provisions.

Measurement for payment under this item shall be based on the number of cubic yards of soil excavated or the number of cubic yards of soil placed and compacted as shown on the Plans. If miscellaneous grading is required but not shown and quantified on the Plans or these Special Provisions, the payment quantity shall be mutually agreed upon by Engineer and Contractor. The quantity shown on the bid schedule is approximate and may be reduced or may be increased.

The costs associated with removing and placing woven filter fabric (or salvaging the existing fabric), and reinstalling approximately 37 sf of rock within the existing rock-lined channel that interferes with slope grading as noted on Sheet P-1 of the Plans and the costs associated with placement of backfill and compaction behind the three-sided precast bridge headwalls and wingwalls, placement and compaction of the road shoulder and road slope from the edge of pavement on the south side of Lake Tahoe Blvd. and east side of Angora Creek Road, and placement and compaction of the road slope beyond the shoulder behind the rolled curb and gutter shall be included in the unit price bid for this item.

The costs associated with furnishing and installing the rock slope protection on the regraded slope shown on Sheet P-3 of the Plans shall be included in the unit price bid for the Item "Rock Slope Protection." The costs associated with grading of the Angora Creek floodplain shall be included in the unit price bid for the Item "Floodplain Grading."

Attention is directed to Section 10-1.10, "Excavation and Grading," regarding compaction requirements and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," regarding woven filter fabric requirements.

Payment for Miscellaneous Grading Item shall be based on the unit price bid and on the number of cubic yards of soil excavated or placed and compacted as quantified on the Plans and these Special Provisions and/or as determined by mutual agreement between Engineer and Contractor.

ITEM 30 – OVEREXCAVATE AND REMOVE UNSUITABLE MATERIAL

Work under this item shall include the overexcavation and removal of unsuitable material beneath the three-sided precast bridge system, culvert removal location, and roadway section, as applicable, as directed by Engineer. When directed by Engineer, Contractor shall excavate below the lower limit of the excavation line shown on the Plans.

All work done under this item shall conform to the requirements of applicable portions of the Standard Specifications except as modified herein. Based on information in the Geotechnical Report by Mactec, Inc., noted in the Plans and these Special Provisions, it is possible that unsuitable material will be encountered in the excavation for the water line relocation and the bridge and wingwall footings.

The quantity of this item listed in the bid schedule represents no actual estimate, is nominal only, and may be greatly increased, decreased, or reduced to zero.

Payment under this item will be limited to the volume of material removed, as directed by Engineer, below the lower limit of the excavation line and outside the dimensional limits designated on the Plans.

If excavation below the lower limit of excavation as shown on the Plans is required, the ensuing void shall be backfilled with Class 1 Type A permeable material, compacted in accordance with Section 10-1.10. The permeable material shall conform to Section 10-1.10, "Excavation and Grading," of these Special Provisions.

If the improvements at which overexcavation and removal of unsuitable material is performed is in the roadway section and is to receive aggregate base and/or native backfill over the permeable material, the Contractor shall place woven geotextile (filter) fabric in accordance with Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions over the permeable material prior to completing the backfilling operation.

Payment for permeable backfill, compaction, and filter fabric shall be included in the unit price bid for this Item and no additional compensation shall be made therefore.

All unsuitable material removed under this item shall be removed from the Tahoe Basin in accordance with Section 10-1.10, "Excavation and Grading," of these Special Provisions.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Payment for Overexcavate and Remove Unsuitable Material Item shall be based on the unit price bid and on the number of cubic yards of unsuitable material excavated as specified above. Measurement of the number of cubic yards shall be based on the dimensions of the void resulting from the excavation as measured by the Engineer.

ITEM 31 – WATER MAIN RELOCATION

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to remove the existing 8" steel water main and install the 12" PVC C-900 water main under the cast-in-place footings of the three-sided precast bridge system as shown on Sheet P-3 of the Plans in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes sawcutting, AC removal and disposal, excavation, disposal of excess material, removal and disposal of approximately 67 lf of 8" steel water main, furnishing and placing 12" PVC C-900 water main with two (2) blow off valves and appurtenances, thrust blocks, tracer wire, bedding and structure backfill, and compaction, pressure testing, sterilization, and flushing. If necessary, Contractor shall coordinate with the South Tahoe Public Utility District (STPUD) to isolate and shut down the existing water main for the duration of this work. STPUD will provide the blow off valves and valve saddles. Placement and compaction of aggregate base and AC pavement is included in other Items.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 10-1.02, "Cooperation," Section 10-1.10, "Excavation and Grading," Section 10-1.16, "Precast Bridge, Headwalls, and Wingwalls," Section 10-1.17, "Culvert, CMP Structures, Perforated Pipe, and Water Main," Section 10-1.19, "Concrete Structures," Section 10-1.26, "Shoring and Excavation Plan," and Section 10-1.28, "Water Main," of these Special Provisions.

Payment for Water Main Relocation Item shall be based on the unit price bid and on the number of linear feet of 12" water main installed as specified above.

ITEM 32 – THREE-SIDED PRECAST BRIDGE SYSTEM

Work under this item consists of furnishing the three-sided precast bridge system and all labor, tools, materials, and equipment necessary to construct the three-sided precast bridge system in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes furnishing all submittals including concrete test results, furnishing and installing the precast bridge sections, wingwalls, headwalls, cast-in-place concrete footings including forming, steel reinforcement, pouring concrete, consolidation, curing, and finishing, grouting precast units to cast-in-place footings, perforated wingwall drains, structure backfill and compaction. Upper limits of backfill shall be to subgrade of the Lake Tahoe Blvd. pavement section. Placement and compaction of aggregate base and AC pavement, grading of the shoulder and road slope from the edge of pavement on the south side of Lake Tahoe Blvd., and grading of the shoulder and road slope and shoulder behind the rolled curb and gutter are included in other Items.

The costs associated with furnishing and installing the concreted rock grade control and construction of Angora Creek Channel are included in the Items "Concreted Rock Grade Control," and "Angora Creek Channel." The costs associated with the removal and replacement of unsuitable material is included in the Item "Overexcavate and Remove Unsuitable Material."

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 4-1.03, "Contractor Submittals," Section 10-1.10, "Excavating and Grading," Section 10-1.16, "Precast Bridge, Headwalls, and Wingwalls," Section 10-1.19, "Concrete Structures," Section 10-1.20, "Dewatering and Rewatering Plan," and Section 10-1.26, "Shoring and Excavation Plan," of these Special Provisions. Reinforcement shall conform to Section 52, "Reinforcement," of the Standard Specifications.

Payment for Three-Sided Precast Bridge System Item as specified above shall be based on the lump sum price bid, with no additional compensation therefore. Partial payments for the three-sided precast bridge system will be made based on the percentage of work completed as determined by Engineer.

ITEM 33 – ROCK AND WILLOW BANK STABILIZATION (F)

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary to install rock and willow bank stabilization along the realigned Angora Creek channel in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes clearing and grubbing, excavation, disposal of excess material, scarifying and compaction of subgrade, furnishing and placing Types A and B coir fabric, furnishing and placing gravel and cobble to the lines and grades shown on the Plans, placing salvaged No. 1 rock backing and 300 lb to 1/4 ton rock to the lines and grades shown on the Plans, furnishing and placing clean washed sand and gravel to fill the voids between the cobble and rock, and preparing and planting willow cuttings.

Willow cuttings, salvaged from the "Willow Clump Salvage and Transplant" Item, shall be at maximum 36 inches in length and 0.75 to 1.5 inches in diameter. Cuttings shall not be prepared more than seven (7) days prior to installation unless approved by the Engineer. Material shall be kept in a moist, shaded environment or in a water-filled bucket. All materials shall be cut from healthy, straight, live branches of willow. Cuts shall be at a 45-degree angle and clean without frayed ends. Leaves shall be removed from the stems. Willow cuttings shall be placed on one side of the realigned Angora Creek channel through the harvested sod so that at maximum, 25% of the cutting extends beyond the front face of the sod. Cuttings shall be installed in pairs on three-foot average centers as shown on the Plans. Cuttings shall be pushed into soft ground, or if necessary to avoid damage to bark, a hole slightly smaller than the diameter of the stake shall be prepared using reinforcement bar or similar tool. Soil around the cuttings shall then be firmly tamped into place to eliminate air pockets.

The costs associated with transplanting harvested sod and furnishing, placing, and staking Type B coir fabric over the sod is included in the Item "Sod Harvest and Transplant."

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Items "Floodplain Grading" and "Willow Clump Salvage and Transplant," Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," Section 10-1.10, "Excavation and Grading," Section 10-1.21, "Rock Specifications," and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions.

Payment for the Rock and Willow Bank Stabilization Item shall be based on the unit price bid and on the number of linear feet shown on the Bid Schedule and installed as specified above.

ITEM 34 – CONCRETED ROCK GRADE CONTROL

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary to install concreted rock grade control with perforated pipe and hooks under the Angora Creek channel within the three-sided precast bridge system in accordance with the Plans, the Standard Specifications, and these

Special Provisions. Work under this item includes excavation, disposal of excess material, scarifying and compaction of subgrade, furnishing and placement of non-woven filter fabric, attaching the non-woven filter fabric to the concrete footings with sealant adhesive, furnishing and placement of No. 1 and No. 2 rock backing, concreting of No. 1 rock backing to the grades shown on the Plans, and embedding galvanized steel hooks 6" into the concrete as shown on the Plans. To ensure adequate concrete depth, the lower course(s) of No. 1 rock backing shall be placed in concrete with the top course concreted in place up to 1/2 diameter of the rock. Rock quantities identified in the bid schedule do not take into account void space.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 5-1.49, "Certificates of Compliance," Section 10-1.06, "Temporary Access Roads," Section 10-1.10, "Excavating and Grading," Section 10-1.16, "Precast Bridge, Headwalls, and Wingwalls," Section 10-1.19, "Concrete Structures," Section 10-1.20, "Dewatering and Rewatering Plan," and Section 10-1.21, "Rock Specifications," of these Special Provisions.

Payment for the Concreted Rock Grade Control Item shall be based on the unit price bid and the number of square feet of concreted rock grade control installed as specified above.

ITEM 35 – HUMUS FOR TOPSOIL MIX

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary to furnish and deliver humus to the project to be mixed with the topsoil salvaged from the excavation for the various items of work to create "topsoil mix."

Attention is directed to Section 10-1.10, "Excavation and Grading," of these Special Provisions regarding humus specifications, mixing humus with salvaged topsoil, and placing and compacting topsoil mix. The costs associated with mixing the humus with salvaged topsoil and placing and compacting topsoil mix are included in the unit prices bid for the various items of work for which topsoil mix is required. The costs associated with supplying the humus for blower application on slopes are included in the unit price bid for the Item "Humus and Humus Application."

Payment for the Humus for Topsoil Mix Item shall be based on the unit price bid and on the number of cubic yards of humus delivered as specified above. An invoice certifying the number of cubic yards delivered to the site for mixing with salvaged topsoil will be the basis for determining the quantity for payment.

ITEM 36 – HUMUS AND HUMUS APPLICATION

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to supply humus and apply one-inch thick layer of humus on the slopes by blower equipment in accordance with the Plans, the Standard Specifications, and these Special Provisions.

The California Conservation Corps (CCC) under the direction of the Engineer will provide flagging on the slopes or other means to identify the location and thickness of humus to be supplied and applied by the Contractor. Attention is directed to Section 10-1.10 "Excavation and Grading" of these Special Provisions regarding humus specifications and blower equipment specifications.

Payment for Humus and Humus Application Item shall be based on the unit price bid and on the number of cubic yards of humus applied as specified above. An invoice certifying the number of cubic yards supplied and applied by the blower equipment will be the basis for determining the quantity for payment.

ITEM 37 – INSTALL AND MAINTAIN WOODEN TREE TRUNK PROTECTION

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Plans, the Standard Specifications, these Special Provisions, and the TRPA Best Management Practices. Work under this item includes furnishing, installing, maintaining, removing, and disposing of wooden tree trunk protection and construction limit fencing interior wrap.

Attention is directed to Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan," of these Special Provisions.

A fine of \$100/ day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices.

At areas inside the drip line of existing tree branches within the construction area where construction access would be prohibited if construction limit fencing were installed around the drip line of the existing tree branches, tree trunks shall be wrapped with construction limit fence then wrapped with wooden tree trunk protection in accordance with the detail shown on the Plans. The Wooden Tree Trunk Protection shall be attached to the tree in accordance with the details shown on the Plans and as described in Section 10-1.24 "Temporary Erosion Control and Storm Water Pollution Prevention Plan," of these Special Provisions.

Wooden tree trunk protection shall remain in place until equipment access is no longer necessary in the area and TRPA approval is obtained.

Payment for the Install and Maintain Wooden Tree Trunk Protection Item shall be based on the unit price bid and on the number of wooden tree trunk protections (one per tree as designated by the Engineer and/or shown on the Plans to receive tree trunk protection) installed and maintained, with no additional compensation therefore. Progress payments for this Item will be a maximum of 50% of the unit cost bid multiplied by the number of Wooden Tree Trunk Protections installed during the pay period as determined by Engineer and/or required by TRPA's Compliance Division. Payment for the maintenance, removal, and disposal of all Wooden Tree Trunk Protection will be made in the Final Pay Estimate providing that satisfactory maintenance was performed throughout the duration of the project and removal was completed as specified.

ITEM 38 – REMOVE AND DISPOSE OF LOG TRASH RACK

Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for the removal and disposal of the existing log trash rack. Work under this item shall include construction of a temporary access road, removal and disposal of the lodgepole pine support logs, cross members, and hardware, backfilling and compacting. Contractor shall note that the support logs are embedded approximately 4 feet.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," and Section 10-1.10, "Excavation and Grading," of these Special Provisions.

Payment for Remove and Dispose of Log Trash Rack Item as specified above shall be based on the lump sum price bid, with no additional compensation therefore.

ITEM 39 – SHEET PILE REMOVAL AND INSTALLATION

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary to remove existing steel sheet pile, relocate, and install the salvaged steel sheet pile in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item includes construction of temporary access roads, removal of approximately 74 lf of steel sheet pile, removal and disposal of bracket and brace assembly including footings, transporting sheet pile approximately 1/4 mile, welding together the sections of sheet pile that make up the low flow by-pass, temporary posts, wood lagging, and fasteners required to stabilize the sheet piling during installation, and installation of salvaged steel sheet pile at the location and grades shown on the plans. Contractor shall install the shortened welded section on the south end of the installation.

Contractor is responsible for protecting the steel sheet pile from damage. Sheet pile damaged from the Contractor's operations or during transport shall be replaced at Contractor's expense. If the damage is deemed repairable by Engineer, Contractor may elect to repair the damage. Acceptance of any repair work shall be at the discretion of the Engineer.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 10-1.03, "Maintaining Traffic," Section 10-1.04, "Traffic Control Plan," Section 10-1.06, "Temporary Access Roads," Section 10-1.10, "Excavating and Grading," Section 10-1.13, "Equipment Specifications," and Section 10-1.20, "Dewatering and Rewatering Plan," of these Special Provisions.

Payment for Sheet Pile Removal and Installation Item as specified above shall be based on the lump sum price bid, with no additional compensation therefore.

ITEM 40 – DEWATERING FOR SHEET PILE INSTALLATION

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to dewater the work area designated as "Dewatering Area 3" on Sheet DW-2 of the Plans, as needed for installation of the salvaged steel sheet pile in accordance with the Plans, the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Dewatering shall include all activities necessary to allow for construction of a temporary access road, installation of salvaged steel sheet pile, and revegetation. Dewatering shall result in conditions that allow the required compaction to be achieved and shall prevent sediment-laden water that exceeds the effluent discharge limits from entering the drainage ways, creek, and SEZ within the project area.

It is anticipated that this area will exhibit wet conditions. Discussions between the Contractor and the Engineer will determine if dewatering is necessary. If it is decided that dewatering at this area is unnecessary, no payment for this location will be made. The elimination or reduction of this item shall not constitute the basis for a claim of extra payment or damage by the Contractor, and Section 4-1.03B of the Standard Specifications shall not apply.

If it is determined that dewatering is necessary, Contractor shall install and continue to operate the dewatering system until all work within the dewatered area is completed. At the Engineer's discretion, partial payments may be made for the dewatering system. The total maximum payment for dewatering shall be equal to the lump sum price bid for the dewatering Item.

If deemed necessary, the Engineer will monitor the turbidity upstream and downstream of the work area before the work is performed and while the work is being performed. In no case shall the Contractor's operations exceed effluent limits shown in Appendix E, "Dewatering and Diversion Plan." The Contractor shall take these requirements into consideration in the design and operation of the dewatering system and the performance of the work.

Attention is directed to Appendix E, "Dewatering and Diversion Plan," for information regarding dewatering operation requirements.

Attention is directed to Section 4-1.03, "Contractor Submittals," and Section 10-1.20, "Dewatering and Rewatering Plan," of these Special Provisions.

Payment for the Dewatering for Sheet Pile Installation Item as specified above shall be the lump sum price bid, with no additional compensation therefore. Partial payments for dewatering will be made based on the percentage of work completed as determined by Engineer.

ITEM 41 – FLOODPLAIN GRADING (F)

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary for the excavation of the Angora Creek floodplain in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item consists of construction of a temporary access road, excavation of the Angora Creek floodplain to the lines and grades shown on the Plans, salvage and storage of topsoil, salvage and storage of existing No. 1 rock backing, 300 lb. rock, 1/4 rock, and larger boulders, disposal of excess material, scarifying and compaction of subgrade.

The costs associated with excavation and grading for the Angora Creek channel and instream improvements is included in the applicable Items. The costs associated with transplanting harvested sod and furnishing, placing, and staking Type B coir fabric is included in the Item "Sod Harvest and Transplant."

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 10-1.02, "Cooperation," Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," Section 10-1.10, "Excavating and Grading," Section 10-1.11, "Sod Harvesting and Placement," Section 10-1.13, "Equipment Specifications," Section 10-1.20, "Dewatering and Rewatering Plan," and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions.

Payment for Floodplain Grading Item as specified above shall be based on the unit price bid and on the number of cubic yards of soil excavated or placed and compacted as quantified in the Bid Schedule.

ITEMS 42 AND 43 – TREE REMOVAL GREATER THAN OR EQUAL TO 8 INCHES IN DIAMETER, BUT LESS THAN 20 INCHES IN DIAMETER AND TREE REMOVAL GREATER THAN OR EQUAL TO 20 INCHES IN DIAMETER

Work under these items shall consist of furnishing all labor, tools, equipment, and materials necessary for the removal, chipping, and disposal of trees equal to or larger than 8" in diameter but less than 20" in diameter and of trees greater than or equal to 20" in diameter, measured at an elevation of five feet above the existing ground surface adjacent to the tree and construction of a temporary access road. Trees equal to or larger than 8" in diameter to be removed are shown on the Plans and will be marked in the field by Engineer.

Trees equal to or larger than 8" in diameter shall be chipped on site to the maximum extent practical. Wood chips shall be placed in a single stockpile. The chips shall be spread on the unpaved staging/storage areas prior to use. Payment for transporting and spreading of wood chips on the unpaved staging/storage areas shall be made under the Item "Mobilization." Any wood chips left over after spreading chips on the unpaved staging/storage areas shall remain stockpiled in a single pile onsite and shall become the property of the County. Trees that are too large to be chipped shall become the property of the Contractor and shall be disposed of.

Removal of tree stumps will not be paid for under these Items. Compensation for the removal of trees less than 8" in diameter and the removal of stumps of any size as necessary for construction of the various items of work as staked by Engineer, shall be included in the unit prices paid for the various items of work as part of clearing and grubbing and no additional compensation shall be made therefore.

Stumps to remain in place shall not exceed a height of 3 feet or be less than 1 foot from the existing adjacent ground surface.

Attention is directed to Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," and Section 10-1.27, "Timber Removal Practices," of these Special Provisions.

Payment for Tree Removal Greater Than or Equal to 8 Inches in Diameter, But Less Than 20 Inches in Diameter and Tree Removal Greater Than or Equal to 20 Inches in Diameter Items shall be based on the unit prices bid and the number of trees equal to or larger than 8" in diameter, but less than 20" in diameter, and the number of trees greater than or equal to 20" in diameter removed, chipped, or disposed of as specified.

ITEM 44 – WILLOW CLUMP SALVAGE AND TRANSPLANT

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to salvage and transplant willows in accordance with the Plans and these Special Provisions. Work under this item consists of trimming the willow branches, removing willow clumps, transplanting the willow clumps, and backfilling the void created by the removal with native material and compacting the backfill. Locations for transplanted willow clumps shall be within the regraded floodplain as shown on Sheet P-3 of the Plans. Final locations are to be determined by the Engineer.

The following detailed procedure shall be followed in salvaging and transplanting the willows:

The term "willow" used above includes all branches, leaves, and the entire root ball and soil attached and shall be referred to in this procedure as a "willow clump." Transplanting of willow clumps shall occur immediately after removal or later that day. The Contractor's grading for the construction of the areas where the willow clumps will be transplanted shall progress such that the willows to be removed and transplanted can be replanted immediately after removal without interfering with the final grading in the areas of replanted willow clumps. The equipment access specified in the Items in the areas where the willows will be salvaged and transplanted shall apply for removal and transplanting of willows in these areas.

- 1) For those willows that will be transplanted immediately:
 - a) The Contractor shall trim the willows to a height of two feet. The trimmings shall be used for Rock and Willow Bank Stabilization.
 - b) Planting holes shall not be prepared more than two hours prior to willow removal. The Contractor shall excavate an area large enough to receive the willow root ball to a depth of 12" below the root zone, shall loosen soils in the bottom and along the sides of the hole, and moisten soils to the rooting depth.
 - c) The Contractor shall remove each willow clump using an 18" minimum bucket. The removal shall include the willows and root ball with soil attached. The void created by the removal shall be backfilled with native material and the backfill shall be compacted.
 - d) The Contractor shall place the willow clump in the excavated area to receive the willow root ball such that the top of the root ball is 1" to 2" below the existing grade; backfill with the moist excavated soil; tamp soil firmly in place such that the backfill matches the surrounding grade and no voids exist around the root ball.
 - e) Contractor shall then irrigate the transplanted willow clump once thoroughly. The County will assume responsibility for additional irrigation.
- 2) For those willows to be transplanted later:
 - a) The Contractor shall trim the willows to a height of two feet. The trimmings shall be used for Rock and Willow Bank Stabilization.
 - b) The Contractor shall remove each willow clump using an 18" minimum bucket. The removal shall include the willows and root ball with soil attached. The void created by the removal shall be backfilled with native material and the backfill shall be compacted.
 - c) The Contractor shall wrap the root ball in burlap and tie the burlap to the willow at the top of the roots.
 - d) The Contractor shall transport the willow clump and store it in the shade next to the area where it will be transplanted.
 - e) When it is time to transplant the willow clumps, but no later than two hours after removing willow clump from storage, the Contractor shall excavate an area large enough to receive the willow root ball, wet the excavated area to a depth of 12" below the root zone, shall loosen soils in the bottom and along the sides of the hole, and moisten soils to the rooting depth. The Contractor shall place the willow clump in the excavated area to receive the willow root ball such that the top of the root ball is 1" to 2" below the existing grade; backfill with the moist excavated soil; tamp soil firmly in place such that the backfill matches the surrounding grade and no voids exist around the root ball. Contractor shall then irrigate the transplanted willow clump once thoroughly. The County will assume responsibility for additional irrigation. If the willow transplant cannot be completed by the end of the day, the Contractor shall the delay the transplant, irrigate the root ball, and

leave it in the shade where it had been stored. Transplanting shall then be accomplished as the first item of work the following day. In any case, the transplanting shall be scheduled such that any delay in completing the operation in one day will not result in postponing the transplant until after a weekend or holiday.

Attention is directed to Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing", and Section 10-1.10, "Excavating and Grading" of these Special Provisions.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Payment for Willow Clump Salvage and Transplant Item shall be based on the unit price bid and on the number of willow clumps salvaged and transplanted as specified above.

ITEM 45 – WEATHERED STEEL GUARDRAIL INSTALLATION

Work under this item shall consist of furnishing all labor, tools, equipment and material necessary to install the weathered steel guardrail and terminal systems in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include furnishing and installing new weathered steel guardrail beams and terminal systems, posts, blocks, and hardware to the lines and grades shown on the Plans.

Bolt holes shall be greased in accordance with Section 83-1.02B of the Standard Specifications. Hardware shall have a non-reflective rust colored finish.

If this work is performed while Lake Tahoe Blvd. is open to public traffic, prior to guardrail installation, the Contractor shall install temporary K-railing in accordance with Section 5-1.19, "Public Safety," of these Special Provisions and Section 12-3.08 of the Standard Specifications. The costs associated with the installation, maintenance, and disposal of K-railing shall be included in the various items of work with no additional compensation therefore.

The costs associated with furnishing and installing the special post footings on the northerly side of Lake Tahoe Blvd. above the three-sided precast bridge system shall be included in unit price bid for this item with no additional compensation therefore.

Attention is directed to Section 5-1.49, "Certificates of Compliance," Section 10-1.03, "Maintaining Traffic," and 10-1.04, "Traffic Control Plan," and Section 10-1.10, "Excavation and Grading," of these Special Provisions.

Payment for Weathered Steel Guardrail Installation Item shall be based on the unit price bid and on the number of linear feet of Weathered Steel guardrail and terminal systems installed as specified above.

ITEM 46 – WEATHERED STEEL GUARDRAIL R&R WITH NEW POSTS AND BLOCKS

Work under this item shall consist of furnishing all labor, tools, equipment, and material necessary to remove the existing weathered steel guardrail beams, posts and blocks, and reinstall the salvaged weathered steel guardrail beams on new posts and blocks in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall include removal and disposal of the existing posts, blocks, and hardware, furnishing and installing new posts and blocks, furnishing and installing new hardware, removal and reinstallation of the weathered steel guardrail beams and terminal systems to the lines and grades shown on the Plans.

Bolt holes shall be greased in accordance with Section 83-1.02B of the Standard Specifications. Hardware shall have a non-reflective rust colored finish. The voids left following the removal of the existing posts shall be backfilled with native material to finish grade and compacted in lifts. The locations of the original post holes shall be documented by the Contractor and a copy provided to the Engineer prior to backfilling and compaction. The new posts shall be located no less than 1 foot southeastward of the southeast edge of the original post holes.

If this work is performed while Lake Tahoe Blvd. is open to public traffic, the Contractor may elect to remove and store the guardrail beam or sections of beam and install temporary K-railing in accordance with Section 5-1.19, "Public Safety," of these Special Provisions, and Section 12-3.08 of the Standard Specifications. The costs associated with the storage of the guardrail beam(s), installation, maintenance, and disposal of K-railing shall be included in the various items of work with no additional compensation therefore.

The costs associated with furnishing and installing the special post footings on the southerly side of Lake Tahoe Blvd. above the three-sided precast bridge system shall be included in unit price bid for this item with no additional compensation therefore.

The Contractor is responsible for protecting the guardrail beams and terminal systems from damage. The guardrail and terminal systems shall be inspected by Engineer and Contractor for any pre-existing damage prior to removal. If any portion of the guardrail is deemed unsalvageable due to pre-existing damage, the costs associated with replacement section(s) of weathered steel guardrail beam or terminal system shall be mutually agreed upon by Engineer and Contractor and paid for under contract change order. If the guardrail beams or terminal systems are damaged from the Contractor's operations, the Contractor shall provide new weathered steel guardrail beams and/or terminal systems at his expense.

Attention is directed to Section 5-1.49, "Certificates of Compliance," Section 10-1.03, "Maintaining Traffic," and 10-1.04, "Traffic Control Plan," and Section 10-1.10, "Excavation and Grading," of these Special Provisions.

Payment for Weathered Steel Guardrail R&R with New Posts and Blocks Item shall be based on the unit price bid and on the number of linear feet of weathered steel guardrail and terminal systems installed as specified above.

ITEM 47 – SOD SALVAGE AND TRANSPLANT

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary to construct a temporary access road and salvage and transplant the following quantities of sod as shown on the Plans in accordance with the Plans, the Standard Specifications, and these Special Provisions:

Salvage Sod Area

- P-3 - 820 SF

Transplant Sod Area

- P-3 - Salvaged Sod Grass-Lined Swale

All sod salvaging and transplant procedures shall be in accordance with Section 10-1.08, "Sod Salvage and Transplant," of these Special Provisions.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," and Section 10-1.10, "Excavation and Grading" of these Special Provisions.

Payment for Sod Salvage and Transplant Item shall be based on the unit price bid and on the number of square feet of sod salvaged and transplanted as specified above.

ITEM 48 – SOD HARVEST AND TRANSPLANT

Work under this item shall consist of construction of a temporary access road, furnishing all labor, tools, equipment, and materials necessary for sod harvest and transplant as shown on the Plans in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item consists of mowing, harvesting 3'x3' sod mats, wetting of sod and subgrade, placement of sod, and furnishing, placing, and staking Type B coir fabric over the Angora Creek floodplain, instream structures, and berm removal area, and restoration of harvested sod areas. Transplanted sod placed within the limits of the three-sided precast bridge system shall be wrapped in Type B coir fabric and anchored in place.

The costs associated with furnishing and installing Type B coir fabric, the wrapping sod mats, and anchoring in place under the three-sided precast bridge system shall be included in unit price bid for this item with no additional compensation therefore. The costs associated with furnishing and installing the galvanized steel hooks for anchoring the wrapped sod is included in the Item "Concreted Rock Grade Control."

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," and Section 10-1.10, "Excavation and Grading," and Section 10-1.11, "Sod Harvest and Placement," of these Special Provisions.

All sod harvest areas shall be mowed prior to removing the sod. The resulting mulch from the mowing operations shall be left in place. Restoration of harvested sod areas shall be in accordance with Sheet R-1 of the Plans.

Payment for Sod Harvesting and Transplant Item shall be based on the unit price bid and on the number of square feet of sod harvested and transplanted as specified above.

ITEM 49 – ROCK SLOPE PROTECTION

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to construct the rock slope protection in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item consists of clearing and grubbing, excavation, disposal of excess material, scarifying and compaction of subgrade, furnishing and placing erosion control blanket, placing 300 lb. to 1/4 ton key rock, backfill and compaction, and placing No. 1 rock backing along the roadway slope, behind the headwall, and along both sides of the wingwalls.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Attention is directed to Section 10-1.06, "Temporary Access Roads," Section 10-1.10, "Excavation and Grading," Section 10-1.21, "Rock Specifications," and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions.

Payment for Rock Slope Protection Item shall be based on the unit price bid and on the number of square feet of rock slope protection installed as specified above.

ITEM 50 – BOULDER REMOVAL AND RELOCATION

Work under this item shall consist of furnishing all labor, tools, equipment, and material necessary to remove, store, and relocate boulders in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall consist of removing and storing existing boulders from various locations shown on the Plans, and relocating the boulders within the project area per the Engineer in the field. Boulders to be placed within the Angora Creek floodplain shall be washed prior to placement and shall be embedded approximately 1/2 diameter as measured from the top of the harvested sod.

Attention is directed to Section 10-1.06, "Temporary Access Roads," Section 10-1.10, "Excavation and Grading," Section 10-1.13, "Equipment Specifications," and Section 10-1.21, "Rock Specifications," of these Special Provisions.

Payment for Boulder Removal and Relocation Item shall be based on the unit price bid and on the number of boulders removed and relocated as specified above.

ITEM 51 – ROCK FRACTURING AND REMOVAL

Work under this item shall consist of furnishing all labor, tools, equipment, and material necessary to fracture and remove any existing rock that prohibits installation of the proposed improvements to the grades shown

on the Plans and that can't be removed after a reasonable effort with the equipment being used on the site has been made. Work under this item shall consist of the use of a cracking agent, or non-detonating rock breaking equipment, rather than blasting; blasting will not be allowed. The work includes fracturing the rock in accordance with the manufacturer's recommendations and removing the rock. If the rock can not be used in the construction of other improvements, the Contractor shall dispose of the rock in accordance with Section 10-1.10 "Excavation and Grading" of these Special Provisions. The Contractor shall be responsible for any damage to persons, private property, the work, or existing structures or utilities associated with this Item.

This specification is intended to illustrate the minimum effort that can reasonably be expected from the Contractor if rock is encountered and must be removed. Should the Contractor have larger equipment on site for use on the project, the Contractor shall make a reasonable effort with the larger equipment to remove the rock and compensation shall not be made under this item, but shall be included in the unit price bid for the item of work for which the rock was encountered.

The quantity of this Item listed in the bid schedule represents no actual estimate, is nominal only, and may be increased, decreased, or reduced to zero.

The Contractor shall notify the Engineer immediately when rock is encountered that meets the definition described in the first paragraph of this Item. The Engineer will consider whether the lines and grades can be adjusted to avoid fracturing and removing the rock. If the Engineer determines adjustments in the lines and grades are not feasible, that the rock meets the definition described herein, and that the Contractor has 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 obstructing rock shall be accomplished and paid for in accordance with the methods described in this bid item. The Contractor 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.

The void created by the rock removal shall be backfilled with native material or whichever is applicable per the Plans and details. The backfill shall conform to and shall be compacted in accordance with Section 10-1.10 of these Special Provisions.

The cracking agent shall be soundless chemical demolition agent such as Bentonamit or Fract.Ag, or approved equal. The non-detonating rock breaking equipment shall be Boulder Buster, NoneX, or approved equal.

Payment for Rock Fracturing and Removal Item shall be based on the unit price bid and on the number of cubic yards of rock fractured and removed as specified above and mutually agreed upon by the Contractor and the Engineer.

ITEM 52 – COIR LOGS

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to install the coir logs in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item shall consist of excavating, disposal of excess material, furnishing and installing coir logs, stakes, and twine.

Coir logs shall be coconut fiber wrapped in bio-degradable netting. Twine shall be sisal and stakes shall be made of hardwood.

One ten-foot long section of coir log will be considered one coir log.

Attention is directed to the Diversion, Dewatering, and Rewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding diversion, dewatering, and rewatering operation requirements.

Payment for Coir Logs Item shall be based on the unit price bid and on the number of coir logs installed as specified above.

ITEM 53 – ADJUST UTILITY COVERS TO GRADE

Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to adjust the sewer manhole (SMH) rims and sewer cleanout cover to grade in accordance with the Plans, Standard Specifications, and these Special Provisions. All manhole rims shall be adjusted in accordance with Section 15-2.05, "Reconstruction," of the Standard Specifications. Rims and cover to be adjusted to grade are within the AC paving.

Contractor shall be responsible for providing a record (e.g. stake) in the field of the locations of the existing manholes and cleanout. During the AC paving operation, Contractor shall use this record to locate the buried facilities and adjust them to grade. Contractor's method of paving over these facilities, removing and disposing of the paving to expose and to adjust the facilities to grade, and repaving around the facilities shall minimize the size of the pavement patches repaved around the facilities.

All adjustments shall provide a watertight seal in the raised portion and in the connecting existing portions of the facility.

Work shall include excavation, removal of cover and frame, adding and removing grade rings as required, and resetting the cover and frame ¼" below the finish surface of the AC paving. The South Tahoe Public Utility District (STPUD) will provide the rings for the SMHs.

Payment for Adjust Utility Covers to Grade Item shall be based on the unit price bid and on the number of utility covers adjusted as specified above.

ITEM 54 – BERM REMOVAL (F)

Work under this item shall consist of furnishing all labor, tools, material, and equipment necessary for construction of a temporary access road and the removal of the existing earthen berm in the Angora Creek floodplain in accordance with the Plans, the Standard Specifications, and these Special Provisions. Work under this item in consists of construction of a temporary access road and excavation and disposal of excess material.

The costs associated with the removal and disposal of the existing erosion control blanket is included in this Item. The costs associated with transplanting harvested sod and furnishing, placing, and staking Type B coir fabric is included in the Item "Sod Harvest and Transplant."

Attention is directed to the Dewatering Items and Appendix E, "Dewatering and Diversion Plan," for information regarding dewatering operation requirements.

Attention is directed to Section 10-1.02, "Cooperation," Section 10-1.06, "Temporary Access Roads," Section 10-1.07, "Clearing and Grubbing," Section 10-1.10, "Excavating and Grading," Section 10-1.11, "Sod Harvesting and Placement," Section 10-1.13, "Equipment Specifications," Section 10-1.20, "Dewatering and Rewatering Plan," and Section 10-1.23, "Erosion Control Blanket and Filter Fabric," of these Special Provisions.

Payment for Berm Removal Item as specified above shall be based on the unit price bid and on the number of cubic yards of soil excavated as shown on the Bid Schedule.

ITEM 55 – DEWATERING FOR BERM REMOVAL

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to dewater the work area designated as "Dewatering Area 2" on Sheet DW-2 of the Plans, as needed for the removal of the earthen berm in accordance with the Plans, the Standard Specifications, these Special Provisions, and as directed by the Engineer.

Dewatering shall include all activities necessary to allow for the construction of a temporary access road and provide access across the existing earthen berm, the removal of the berm, and revegetation. Dewatering shall result in conditions that prevent sediment-laden water that exceeds the effluent discharge limits from entering the drainage ways, creek, and SEZ within the project area.

It is anticipated that this area will exhibit wet conditions. Discussions between the Contractor and the Engineer will determine if dewatering is necessary. If it is decided that dewatering at this area is unnecessary, no payment for this location will be made. The elimination or reduction of this item shall not constitute the basis for a claim of extra payment or damage by the Contractor, and Section 4-1.03B of the Standard Specifications shall not apply.

If it is determined that dewatering is necessary, Contractor shall install and continue to operate the dewatering system until all work within the dewatered area is completed. If an impound structure is used for dewatering, at the discretion of the County, the structure will be left in place and become property of the County following completion of the project. At the Engineer's discretion, partial payments may be made for the dewatering system. The total maximum payment for dewatering shall be equal to the lump sum price bid for the dewatering item.

If deemed necessary, the Engineer will monitor the turbidity upstream and downstream of the work area before the work is performed and while the work is being performed. In no case shall the Contractor's operations exceed effluent limits shown in Appendix E, "Dewatering and Diversion Plan." The Contractor shall take these requirements into consideration in the design and operation of the dewatering system and the performance of the work.

Attention is directed to the Appendix E, "Dewatering and Diversion Plan," for information regarding dewatering operation requirements.

Attention is directed to Section 4-1.03, "Contractor Submittals," and Section 10-1.20, "Dewatering and Rewatering Plan," of these Special Provisions.

Payment for the Dewatering for Berm Removal Item as specified above shall be the lump sum price bid, with no additional compensation therefore. Partial payments for dewatering will be made based on the percentage of work completed as determined by Engineer.

ITEM 56 – IMPORT FILL

Work under this item consists of furnishing all labor, tools, materials, and equipment necessary to furnish import fill to complete the various items of work as required by the Plans, the Standard Specifications, and these Special Provisions.

Work under this item includes furnishing, placement, and compaction of an estimated 500 cubic yards of import fill.

The quantity of this Item listed in the bid schedule represents no actual estimate, is nominal only, and may be increased, decreased, or reduced to zero.

Attention is directed to Section 10-1.10 "Excavating and Grading," of these Special Provisions.

Payment for the Import Fill Item shall be based on the unit price bid and on the number of cubic yards of import fill brought to the site, placed and compacted with no additional compensation therefor. Measurement for payment shall be based on the load tickets subject to verification of the quantity contained within a single truck load.

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these Special Provisions. The Contractor is directed to Section 4 of these Special Provisions, "Beginning of Work, Time of Completion, and Liquidated Damages." As described in Section 4-1.02A, "Commencement of Work Requirements," the Contractor shall install temporary erosion control measures and applicable temporary access roads prior to grading and within ten (10) calendar days after the date of the Notice to Proceed. No equipment shall be allowed in the SEZ for the placement of temporary erosion control measures. After the temporary erosion control measures and temporary access roads have been placed, the Contractor shall notify the County and TRPA for a pre-grade inspection. Access with equipment within the SEZ shall be prohibited until temporary erosion control measures and temporary access roads are approved and the berm removal, floodplain, and Angora Creek diversion and dewatering

activities are complete. Contractor shall schedule work to reduce the need for dewatering by working on the drier areas of the project first.

As described in Section 4-1.02A, "Commencement of Work Requirements," Contractor shall install temporary erosion control.

Any work started (i.e., soil disturbance) must be winterized by October 15 unless County is able to obtain an extension to the grading deadline from both TRPA and Lahontan. If extensions are not granted, County will negotiate a Contract Change Order with Contractor to remobilize to complete the remaining work during the 2011 construction season.

Contractor shall consider the following sequence of work as a guide while developing its Construction Schedule for the project:

- Mobilization
- Fish/Amphibian Salvage and Relocation
- Install Temporary BMPs near LTB and Temporary Access Roads
- Pre-Grade Inspection
- Install Diversion and Dewatering System
- Utility Location (USA)
- Install Traffic Control
- Remove Sheet Pile, Trash Rack and Rock
- Clear and Grub Floodplain
- Grade Floodplain
- Construct USFS GLS and Channel
- Remove Roadway
- Remove Existing Culvert(s)
- Relocate Utilities
- Install Three-Sided Bridge System and Construct Channel through Bridge
- Backfill Around Three-Sided Bridge System
- Flush New Channel
- Remove Dams and Rewater New Channel
- Remove Diversion System
- Remove Remaining Culvert, if applicable
- Install Double Sediment Trap and LTB GLS
- Install Curb and Gutter and Curb Opening
- Complete Slope Grading and Install AC Paving
- Harvest and Place Sod in both GLS near LTB
- Revegetate Disturbed Areas
- Clean Drainage Structures and Site
- Install Temporary BMPs Downstream
- Dewater Sheet Pile Installation and Berm Removal Areas
- Install Sheet Pile
- Remove Berm
- Harvest and Place Sod at Previous Berm Location
- Revegetate Sheet Pile Area
- Remove Temporary BMPs
- Begin Irrigation
- Clean Project Site
- Repair Temporary BMPs as needed for winterization
- Substantial Inspection - Punch list
- Final Inspection - Contract Acceptance

All AC paving must be completed by October 31, 2010. Water main relocation, culvert removal, three-sided bridge system installation, and rolled curb and gutter installation shall be performed within the thirty (30) working day Lake Tahoe Blvd. road closure.

Except for revegetation efforts to be performed by the Contractor, as designated on the Plans and in these Special Provisions, the California Conservation Corps (CCC), under County's direction, will perform revegetation work for the project. Contractor shall coordinate the humus application work on the slopes and the mulch and tackifier applications with Engineer to minimize the need for additional mobilization and demobilization of the mulch and tackifier operations. The CCC will perform this work while Contractor is still fulfilling his construction contract. In areas where the CCC is to follow the work of Contractor (e.g. after Contractor places and compacts topsoil mix behind curb and after Contractor applies humus on slopes), Contractor shall notify Engineer when he has completed such work so revegetation can begin. Contractor shall schedule his work such that backfilling behind the curb closely follows the installation of those facilities so that revegetation work can begin. Any disturbance of this revegetation work by Contractor's operations shall be repaired at Contractor's expense by the CCC.

Attention is directed to Section 5-1.19, "Public Safety," of these Special Provisions.

STPUD will televise all of the affected sewer lines prior to the start of construction and after construction to determine whether there is any damage to the lines as a result of the Contractor's operations. The Contractor shall notify STPUD and the County five working days before the Contractor plans to start any construction that affects the sewer lines to allow STPUD time to schedule the televising. Five working days prior to the completion of the work affecting the sewer lines and before paving has been begun, the Contractor shall notify STPUD and the County to allow STPUD time to schedule the final televising. The costs associated with the notification and any delays experienced due to the televising shall be included in the various applicable Items and no additional compensation will be made therefore.

10-1.02 COOPERATION

Attention is directed to Sections 7-1.14, "Cooperation," and 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications.

DOT reserves the right to do work with its own forces or to let other contracts for work on or contiguous to the work set forth in the Plans and Specifications.

Work involving utilities shall be coordinated with Southwest Gas Corp. and STPUD. The contractor shall submit a plan to be approved by the Engineer and STPUD regarding the utility relocation work and any service disruptions.

The contractor is advised that fish and amphibian salvage must occur prior to dewatering of the existing channel. The Contractor shall notify the County five working days before the Contractor plans to start any construction work that affects the surface flow of water in the existing channel to allow the County time to schedule the biological salvage operation. The costs associated with the notification and any delays experienced due to the biological salvage operation shall be included in the various applicable Items and no additional compensation will be made therefore.

10-1.03 MAINTAINING TRAFFIC

Attention is directed to Section 7, "Legal Relations and Responsibility," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, Section 5-1.19, "Public Safety," and Section 10-1.01, "Order of Work," and these Special Provisions.

Traffic Control Requirements will be strictly enforced. Any violation of such requirements is justification for Engineer to stop work until requirements are met.

When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded shall in all cases yield to public traffic.

Closure of Lake Tahoe Blvd. for thirty (30) working days with traffic detoured to View Circle will be allowed. Road closures without detours are not acceptable. Local and emergency traffic shall be permitted to pass through construction operations at all times with as little inconvenience as possible. Except for the thirty (30) working day closure of Lake Tahoe Blvd., at the end of the day's work and when construction operations are

suspended, roadways shall be opened for public traffic in both directions. Except for the thirty (30) working day closure of Lake Tahoe Blvd., detours may remain in effect only during working hours. Contractor's attention is directed to Section 10-1.01, "Order of Work."

When work is in progress, at least one 10-foot minimum lane shall be opened to public traffic. Otherwise, two 10-foot lanes of traffic shall be maintained.

All driveways must be in operation by 4:00 p.m. every day. However, no driveway shall be out of service for more than eight hours unless other arrangements are made with the property owner. Contractor shall notify County 48 hours in advance of any work that will affect any owner's driveway. Except during paving operations, the driveway at APN 033-521-02 (731 Lake Tahoe Blvd.) shall be accessible at all times during the course of the project unless other arrangements are made with the property owner.

Equipment actively engaged in construction shall be confined to the work corridor marked by delineators spaced at 30-foot intervals, and will not be allowed to travel or encroach upon the travel lane(s) used to convey local traffic through the project, unless traffic is controlled by an adequate number of flaggers.

Except for the thirty (30) working day closure of Lake Tahoe Blvd., at the end of each working day, if a difference in excess of 0.15 foot exists between the elevation of the existing pavement and the elevation of any excavation within 20 feet of the traveled way, material shall be placed and compacted against the vertical cuts adjacent to the traveled way. During excavation operations, native material may be used for this purpose, however, once the placing of the new AC section commences, aggregate base shall be used. The material shall be placed to the level of the elevation of the top of existing pavement and tapered at a slope of 4:1 or flatter to the bottom of the excavation. Treated Class 2 Aggregate Base shall not be used for the taper. Full compensation for placing the material on a 4:1 slope, regardless of the number of times it is required to be removed and replaced shall be considered as included in the contract price paid for the applicable item and no additional compensation will be allowed therefore. No payment will be made for material placed in excess of that required for the new AC section.

Alternatively, at the end of each working day, the edge of the excavations adjacent to the travel lane for curb and gutter shall be delineated with traffic cones or flexible delineators. Any excavations for sediment traps not backfilled at the end of the work day shall be covered with trench plates and delineated with traffic cones or flexible delineators and flashing barricades. Contractor shall not excavate more than can be installed and backfilled in one working day.

When traffic cones or delineators are used to delineate a temporary edge of travel lane, the line of cones or delineators shall be considered to be the edge of travel lane, however, Contractor shall not reduce the width of the travel lane to less than 10 feet within County right-of-way without written approval from Engineer.

When work is not in progress on a trench or other excavation that requires reduction or closure of the travel lane, the traffic cones or portable delineators used for the travel lane reduction or closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Personal vehicles of Contractor's employees shall not be parked within the construction limits at any time. Contractor shall make his own arrangements relative to keeping the work area clear of parked vehicles, whether belonging to his employees or to private individuals. Contractor's employees are encouraged to carpool to and from the worksite to minimize the need for parking and to reduce traffic in the Project area.

Construction area signs shall not be used until they are needed and when no longer needed they shall become the property of Contractor and shall be removed from the site of the work.

The seventh paragraph of Section 12-3.06, "Construction Area Signs," of the Standard Specifications shall be amended to read as follows:

Contractor shall clean all construction area sign panels at the time of installation and as often thereafter as Engineer determines to be necessary, but at least once every month.

Signs damaged by any cause shall be repaired or, if determined by Engineer to be irreparable, replaced by Contractor at his expense.

All construction area signs shall conform to the dimensions, color, legends, and reflectorization or lighting requirements of the Plans, the California Manual on Uniform Traffic Control Devices (FHWA's MUTCD 2003 Revision 1, as amended for use in California), also called the California MUTCD, and these Special Provisions. All sign panels shall be the product of a commercial sign manufacturer, but need not be new. Used sign panels, in good repair may be furnished with Engineer's approval.

Except as otherwise shown on the Plans, construction area signs shall be stationary signs or portable signs. Construction area signs shall be erected at the locations shown on the Plans or in Contractor's Traffic Control Plan approved by Engineer.

Stationary signs shall conform to Section 12-3.06A, "Stationary Mounted Signs," of the Standard Specifications with the following additions:

Stationary signs that are shown on the Plans or described in these Special Provisions, or as directed for placement by Engineer, shall be attached to 4" x 4" wood posts with 5/16" galvanized carriage bolts and washers. The posts shall be securely set a minimum of 30" in the ground and such that the bottom of the signs will be five (5) feet above the pavement.

Sign panels for stationary mounted signs shall consist of high quality reflective sheeting applied to a base of aluminum or plywood in conformance with the following:

Base material shall be exterior grade plywood not less than 3/8" thick, or sheet aluminum not less than 0.063" thick for widths up to 42" and not less than 0.080" thick for widths of 48" or greater.

Portable signs shall conform to the provisions of Section 12-3.06B, "Portable Signs," of the Standard Specifications except the third paragraph shall be amended to read: "The sign standard or framework shall be capable of supporting the size of the sign specified."

The fact that rain or other causes, either within or beyond the control of Contractor, forces delay of the work, shall in no way relieve Contractor of his responsibility for maintaining traffic through the project as specified herein. Contractor shall at all times keep on the job such material, force, equipment as may be necessary to keep the roads within the project open to traffic and in good repair, and shall expedite the passage of traffic using such labor and equipment as may be necessary.

The term "Construction Area Signs" shall include all temporary signs required for the direction of local traffic through or around the work during construction. Such signs are shown in or referred to in the California Manual on Uniform Traffic Control Devices (FHWA's MUTCD 2003 Revision 1, as amended for use in California), also called the California MUTCD - Warning Signs, Lights, and Devices for use in Performance of Work Upon Highways, hereinafter referred to as California MUTCD.

Construction Area Signs shall conform to Section 12-3.06, "Construction Area Signs," of the Standard Specifications with the following additions and amendments:

Contractor shall furnish all sign panels, posts and hardware, and shall erect, maintain, and remove all construction area signs shown on the Plans as provided in these Special Provisions.

Traffic cones shall conform to the provisions of Section 12-3.10, "Traffic Cones," of the Standard Specifications.

In lieu of the provisions in Section 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12-2.02, "Flagging Costs," of the Standard Specifications, Contractor shall bear the entire cost of furnishing

flaggers and furnishing, installing, maintaining, and removing signs, lights, flares, barricades, delineators, and other warning and safety devices.

Full compensation for providing signs, covering and uncovering signs, lights, flares, traffic cones, flaggers, delineators, barricades, warning and safety devices shall be made under the lump sum item "Traffic Control."

10-1.04 TRAFFIC CONTROL PLAN

Traffic Control Procedures on County roads shall conform generally to Caltrans Standard Plans, the California MUTCD, and these Special Provisions.

The Traffic Control Plan shown on Sheet T-1 of the Plans has been prepared as a guide to Contractor in preparation of a complete Traffic Control Plan and to aid in Contractor's planning for staging/storage of materials and equipment. Contractor's Traffic Control Plan shall include detailed controls, including flaggers, lane closures and signs, detours and signs, as applicable, road closures and signs, as applicable, for all items of work which will require alteration of existing traffic patterns. Contractor's Traffic Control Plan shall include all signing required on intersecting streets within the area that will require traffic control. Contractor's plan shall address traffic control related to truck traffic associated with the project construction.

Contractor's Traffic Control Plan shall conform to the provisions of Section 5-1.19, "Public Safety," Section 10-1.01, "Order of Work," and Section 10-1.03, "Maintaining Traffic," of these Special Provisions and the California MUTCD.

Submittal of Contractor's Traffic Control Plan shall conform to Section 4-1.03, "Contractor Submittals," of these Special Provisions. No work shall be commenced on County roads until the Traffic Control Plan is approved by Engineer. Any violation of the Traffic Control requirements is justification for Engineer to stop work until the requirements are met.

The costs associated with the requirements outlined in this section shall be included in the unit price bid for the Item "Traffic Control," and no additional compensation will be made therefore.

10-1.05 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with these special provisions.

Attention is directed to "Public Safety" of these Special Provisions.

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 15 feet or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

1. Energite III and Fitch Inertial Modules, manufactured by Energy Absorption Systems, Inc., 35 East Wacker Drive, Suite 1100, Chicago, IL 60601:

- 1.1. Northern California: Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, telephone (800) 884-8274, FAX (916) 387-9734
- 1.2. Southern California: Traffic Control Service, Inc., 1818 E. Orangethorpe, Fullerton, CA 92831-5324, telephone (800) 222-8274, FAX (714) 526-9501
2. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, telephone (949) 361-5663, FAX (949) 361-9205
 - 2.1. Northern California: United Rentals, Inc., 1533 Berger Drive, San Jose, CA 95112, telephone (408) 287-4303, FAX (408) 287-1929
 - 2.2. Southern California: Statewide Safety & Sign, Inc., P.O. Box 1440, Pismo Beach, CA 93448, telephone (800) 559-7080, FAX (805) 929-5786

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in pounds for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

Temporary crash cushion modules may be placed on movable pallets or frames. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion when the closest point of the crash cushion array is within 12 feet of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety," of these Special Provisions will not be measured nor paid for.

10-1.06 TEMPORARY ACCESS ROADS

Temporary access roads shall only be allowed within the areas delineated on the Plans. All roads installed are considered temporary and the locations are to be restored prior to final acceptance of the contract. The Contractor shall be restricted from parking equipment and storing materials within the access road locations except as shown on the Plans or as directed by the Engineer.

The delineated access roads shall be used when possible. All other travel within the Angora Creek floodplain or SEZ shall be random and dispersed, with every effort made to avoid repeating travel paths. If any compaction or rutting is observed, landing pads or extension of access roads will be required in those areas.

Restoration of temporary access roads shall be as described on Sheet R-1 of the Plans.

Contractor's attention is directed to Section 10-1.13, "Equipment Specifications," of these Special Provisions.

Full compensation for all work involved in constructing, maintaining, and restoring temporary access roads shall be considered as included in the compensation for the various contract items of work and no additional compensation will be allowed therefore.

10-1.07 CLEARING AND GRUBBING

Construction areas to receive improvements shall be cleared of all logs, stumps, roots of felled trees, brush, grass, weeds, debris, and all other deleterious material. Grubbing in these areas shall consist of removal of all buried roots, stumps, logs, and any foreign objects encountered within a radius of one foot beyond the proposed structure. Areas shall only be cleared and grubbed to the minimum required for installation of improvements as specified. In lieu of removing logs in their entirety within the Angora Creek floodplain on APN 33-531-07 and in order to minimize disturbance in the stream environment zone, Contractor may cut and remove only that portion of the log which lies within the immediate work zone.

Contractor's attention is directed to Section 10-1.10, "Excavation and Grading," of these Special Provisions regarding salvaging of topsoil from excavated areas. Removal and disposal of trash, branches, shrubs, and pine cones from the excavated material to be salvaged is included in the clearing and grubbing within the specific improvement item.

Combustible material shall be chipped on site to the maximum extent practical. The chips shall be used for access roads and staging and storage areas. Contractor's attention is directed to Items 42 and 43, "Tree Removal Greater Than or Equal to 8 Inches in Diameter, But Less Than 20 Inches in Diameter" and "Tree Removal Greater Than or Equal to 20 Inches in Diameter," of these Special Provisions.

Trees shall be removed in such a manner as to cause no damage to the road, existing drainage facilities, adjacent property or utilities, or the public. Contractor shall remove felled logs from site within two weeks of felling. Logs infested with insects shall be covered with clear plastic sheeting and sealed at the ground until the wood is disposed of.

All areas where tree stumps are removed shall be backfilled with native material or other material as applicable to the location of the void relative to the improvements compacted in accordance with Section 10-1.10, "Excavation and Grading," of these Special Provisions, and regraded to match adjacent existing ground elevations. Stumps that are within 2' of proposed improvements, as measured from outside edge of stump to perimeter or edge of proposed facility, shall be removed to a depth of 2' below the bottom of the improvement. Stumps shall not be removed in areas that will be graded (e.g. grass-lined swales, floodplain grading) until just prior to the beginning of grading to minimize the areas of exposed bare soil.

All activities controlled by Contractor, except cleanup work, shall be confined within County road rights-of-way, the permanent and temporary easements, and construction limits.

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

Except as noted herein, all cleared and grubbed and waste material shall become the property of Contractor and shall be disposed of outside the Tahoe Basin or at a site approved by all local, state, and federal agencies.

Where roots of live trees are encountered and can't be protected as described in Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions, and must be removed, all roots larger than 1-1/2" in diameter shall be saw cut, leaving a clean cut. The ends of the remaining root shall be treated with tree seal.

Contractor's attention is directed to Section 10-1.27, "Timber Removal Practices," of these Special Provisions.

Full compensation for all work involved in clearing and grubbing, which includes all stumps of any diameter and trees with a diameter less than 8" shall be considered as included in the compensation for the various

contract items of work and no additional compensation will be allowed therefore. Tree removal for trees equal to or greater than 8" in diameter measured at a height five feet above the adjacent ground shall be paid for in accordance with the unit price bid for "Tree Removal Greater Than or Equal to 8" in Diameter But Less Than 20" in Diameter" and "Tree Removal Greater Than or Equal to 20" in Diameter" Items.

10-1.08 SOD SALVAGE AND TRANSPLANT

SOD SALVAGING AND TRANSPLANT PROCEDURES:

- 1) The Engineer will delineate with paint in the field the exact areas of sod to be salvaged from the locations specified in the Item description and on the Plans. After discussions with the Contractor a quantity of salvageable sod from each location will be agreed upon. The Contractor shall notify the Engineer prior to beginning each and every salvage operation in order for the Engineer to schedule a County representative to observe the salvaging operations. A minimum of two hours notice shall be given. After salvaging operations in an area are complete, the County representative will determine the exact quantity of sod that was finally salvaged.
- 2) All sod shall be salvaged immediately before any excavation work is begun at the area where sod is to be salvaged and improvements are to be constructed. Sod to be salvaged shall be irrigated prior to removal such that conditions are moist from the surface to a depth of 4" below the surface. Sod removal shall result in the salvaged sod having a uniform thickness with a smooth bottom. The sod shall be removed in clumps with a minimum thickness of 2" and a maximum of 6" and in as large a length and width as practicable. Sod shall be salvaged in such a manner as to minimize the disturbance of the soil bound by the root mass and the contiguous integrity of the sod section.
- 3) Salvaged sod shall be stored on the ground near the improvement where it is to be transplanted in an area that is already disturbed or that will be disturbed by the proposed construction. Salvaged sod shall be stored no longer than 72 hours.
- 4) Sod clumps shall be placed on the ground side by side, roots facing down, in the shade, one layer deep, with the edges snugly adjoining adjacent sections. Sod on the perimeter of the storage area shall have the outermost edges covered with wetted burlap within 30 minutes of storage to protect the roots and conserve soil moisture. The Contractor shall be responsible for providing adequate moisture to the sod during the interim storage period.
- 5) As soon as the work in the area where the sod is to be transplanted is completed such that the sod can be transplanted, the Contractor shall saturate the subgrade to a minimum depth of 4" before transplanting the sod. Sod shall be placed with sides snugly adjoining adjacent sod sections. Voids between sod sections shall be filled with topsoil mix. Sod shall be firmly tamped or rolled after placement to eliminate air pockets between the prepared surface and the roots. Sod shall be placed so that the top surface forms a continuous shape.
- 6) Sod shall be thoroughly irrigated immediately following placement. The Contractor shall be responsible for providing adequate irrigation to all sod salvaged and transplanted during the period of this contract. Sod shall be irrigated thoroughly a minimum of every three (3) days. Attention is directed to Appendix E, "Dewatering and Diversion Plan" for provisions that allow the use of dewatering effluent to irrigate sod.

If an excavator bucket is used for sod salvage, the bucket shall have a plate lip or cutting bar. The bucket shall also be equipped with a hydraulic tilt or swivel to allow angling of the bucket 45 degrees to the right or left. Section 5-1.11 of the Standard Specifications applies with the condition that the written request for "Alternate Equipment" be submitted within three (3) working days of receiving the Notice to Proceed.

10-1.09 WATERING

Watering shall conform to the provisions in Section 17, "Watering," of the Standard Specifications, except that full compensation for developing a water supply shall be considered as included in the prices paid for the various items of work involving the use of water and no separate payment will be made therefore.

No guarantees of an available source of water supply, implied or otherwise, are made by County. It shall be the sole responsibility of Contractor to make all necessary arrangements in order to develop a source of water supply.

10-1.10 EXCAVATING AND GRADING

A. GENERAL

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these Special Provisions. In lieu of the applicable provisions in Section 19-3.08, "Payment," full compensation for excavation, backfill, and pervious material shall be considered included in the contract item prices paid for the applicable items of work. Excavation and grading for erosion control improvements as shown on the Plans shall be considered as a part of the respective erosion control item and no additional compensation will be allowed therefore.

All excavated material not required to complete the work shall be removed from any wetland areas and contained by appropriate BMP measures.

If rock is encountered in the bottom of the excavation where sediment traps, water line, or bridge footings are to be placed, Contractor shall immediately notify Engineer so that an assessment of the impact on the design can be made. If the design can not be modified and the removal of the rock is necessary, the cost associated with the rock removal and disposal shall be paid for in accordance with the unit price bid for "Rock Fracturing and Removal" Item.

Structure backfill within 1 foot of the concrete surfaces of the precast concrete bridge units shall be hand-compacted. Vibrating roller compactors shall not be started or stopped within the critical backfill zone limits (Zone B) as shown on Sheet D-3 of the Plans. Construction or compaction equipment weighing less than 10 tons shall not be operated within the critical backfill zone limits or over the bridge units until the crown of the bridge is covered with a minimum of 4 inches of compacted fill. After a minimum of 1 foot of compacted fill is placed over the crown of the bridge, construction equipment weighing less than 30 tons may cross the bridge. Equipment weighing 30 tons or greater may cross the bridge after a minimum of 2 feet of compacted fill is placed over the crown of the bridge units or the roadway structural section is in place. In no case shall equipment operating in excess of the design load (HS20) be permitted over the bridge units. As a precaution against introducing unbalanced stresses in the bridge, when placing backfill, at no time shall the difference between the heights of fill on opposite sides of the bridge exceed 24 inches. Backfill in front of wingwalls shall be to the daylight lines shown in the plans. During the backfilling operation, care shall be taken to keep all joint wrap and filter fabric in its proper location over the joint.

B. COMPACTION

County will, at their expense, except as noted in Section 5-1.20 "Testing" of these Special Provisions, provide compaction testing of subgrade to verify that Contractor has achieved the required compaction. Relative compaction will be based on the maximum dry unit weight as determined by ASTM D-1557. Corrections to the Unit Weight for Soil Containing Oversize Particles will be made in accordance with ASTM 4718.

Compaction testing will be performed on subgrade (where applicable), aggregate base, fill, backfill, structure backfill, topsoil, and where applicable, permeable material. Contractor shall provide a 24-hour notice to Engineer stating when Contractor will be completed with an operation that requires compaction testing to allow Engineer time to schedule testing before Contractor begins with the next operation. County will make every effort to collect native samples and to provide moisture-density curves in a timely manner. However, should Contractor choose to proceed with the work before compaction criteria for native soil or fill material

can be verified, he assumes the risk of having to remove this work at his expense if subgrade compaction is later found to be inadequate. Subgrade that exhibits pumping will not be accepted.

All compaction shall be accomplished with mechanical compaction. Compaction by ponding or jetting shall not be allowed. Fill or backfill that exhibits pumping will not be accepted.

All areas where asphalt concrete, Portland Cement Concrete, aggregate base, Class 1 Types A and B permeable material, cobble, fill, backfill, or No. 1 or No. 2 rock backing is to be placed over native material, the native material shall be scarified a minimum of 6 inches, thoroughly mixed with water to the optimum moisture for compaction, and compacted to a minimum of 90% relative compaction prior to placement of fill or other material unless noted otherwise on the Plans.

Structure backfill shall be compacted to a minimum of 95% relative compaction. Backfill against a waterproofed surface shall be placed carefully to avoid damage to the waterproofing material.

Pipe bedding for the PVC water main shall be ¾" drain rock from a depth of 12" minimum below the bottom of the pipe to 12" above the top of the pipe and shall be compacted to a minimum of 90% relative compaction. Backfill over the pipe bedding shall be structure backfill and compacted to a minimum of 95% relative compaction.

Class 2 aggregate base shall be compacted to 95% relative compaction.

All fill and backfill using native material, imported material, or excess excavated material shall be thoroughly mixed with water to the optimum moisture for compaction. Lift thickness shall be a maximum of 8" thick, loose, prior to compaction. Unless otherwise specified, all fill and backfill placed shall be compacted to a minimum relative compaction of 90%. These provisions also apply to imported fill or backfill if it is necessary.

The voids left from the removal of the guardrail posts shall be backfilled with native material and compacted to a minimum of 90% relative compaction. The voids left from the removal of the log trash rack support logs shall be backfilled with native material and compacted to a minimum of 85% relative compaction.

Native backfill at sediment traps and curb and gutter shall be compacted to a minimum of 90% relative compaction.

Class 1 Types A and B permeable material to be placed over native material shall be compacted to a minimum of 90% relative compaction. Compaction of permeable material shall be verified by an established method agreed upon by Engineer and Contractor.

The void created by stump removal or rock removal shall be filled with native material and compacted to a minimum of 90% relative compaction. The void resulting from the removal of unsuitable material shall be backfilled with Class 1 Type A permeable material and compacted to a minimum relative compaction of 95%, except if unsuitable material is overexcavated from the three-sided precast bridge excavation. In this case the void shall be backfilled with structure backfill and compacted to a minimum of 95% relative compaction.

The mixture of salvaged topsoil and humus (i.e. topsoil mix) shall be compacted to a minimum of 85% relative compaction and a maximum of 90% relative compaction. Compaction of topsoil mix shall be verified by an established method agreed upon by Engineer and Contractor.

The voids created by sod mat harvesting shall be backfilled with native material and topsoil mix. Both materials shall be compacted to a minimum of 85% relative compaction.

The clean washed sand used to fill the voids in the cobble and No. 1 backing required for the various items of work within the Angora Creek Channel will not require compaction.

All costs associated with compaction shall be included in the various items of work and no additional compensation will be made therefore.

C. EXCESS MATERIAL, TOPSOIL, MULCH, HUMUS, AND TACKIFIER

1. CUT, FILL, SALVAGED TOPSOIL, TOPSOIL MIX, MULCH, & HUMUS VOLUMES

The following quantities have been calculated from the cross sections attached to the Plans and from the topographic information shown on the Plans. The volumes shown are "raw" meaning that neither clear and grub, shrinkage, subsidence, nor bulking have been taken into account, although volume shown does reflect a rounding to the nearest whole cubic yard. It is assumed for the quantities shown that no rock was encountered. It is Contractor's responsibility to review these quantities and apply the necessary factors to determine the volume of import material necessary (or if it is necessary).

EARTHWORK SUMMARY BY IMPROVEMENT (VOLUMES IN CY)

DESCRIPTION	CUT	FILL	SALVAGED TOPSOIL	HUMUS FOR MIXTURE W/ TOPSOIL	TOPSOIL MIX PLACEMENT	BLOWN HUMUS	BLOWN MULCH
Roadway Slopes, EP Road Shoulder, Staging and Storage Areas	16	600		7.5	29	18	38
Floodplain Grading, Berm Removal	364		114				
Dbl Sediment Trap, Guardrail Posts, Sheet Pile	6			5.5	22		10
Rock Bank Stabilization, Riffle Structure, Rock Slope Protection	159	5					
Pipe Removal, Precast Bridge, Footings, Headwalls, Wingwalls, Concreted Rock Grade Control	405	60					
Grass-Lined Swales and Angora Creek Channel	79	2		1	4	1	negligible
Curb & Gutter with Tie-In Pavement, Curb Opening	16	9		1	4		2
AC Pavement	153	1					
Tree Removal		8					

DESCRIPTION	CUT	FILL	SALVAGED TOPSOIL	HUMUS FOR MIXTURE W/ TOPSOIL	TOPSOIL MIX PLACEMENT	BLOWN HUMUS	BLOWN MULCH
Type (10) Revegetation		210		23	92		
TOTAL CY	1198	895	114	38	151	19	50

Importing of material (other than fill, humus, mulch, and tackifier) or disposal of excess material shall be included in Contractor's bid for the various items of work and no additional compensation will be made therefore.

Any material excavated on site shall be used for fill or backfill as long as it meets specifications and shall contain less than 2% by volume nondecomposed organic material and material no larger than 1-½" in the largest dimension.

2. TOPSOIL

Salvage

After removal and disposal of pine cones, branches, trash, and other large debris (i.e. clearing and grubbing), Contractor shall excavate and stockpile the excavated native soil and undecomposed plant material from the following area:

- Floodplain grading limits (Sheet P-3 of the Plans).

The stockpiled, excavated material will be mixed in a ratio of 3:1 (salvaged material to humus) with humus at the project site to create the topsoil mix. The humus shall conform to the provisions of 10-1.10D of this section. Compaction of the topsoil mix shall be in accordance with 10-1.10B of this section.

Mixture, Placement, and Compaction

Except as noted otherwise below, Contractor shall place and compact the topsoil mix (3" compacted thickness) at the following locations:

- In grass-line swale bottom and slopes on Sheet P-1 of the Plans,
- Over all disturbed areas outside of grass-lined swale excavation,
- 2" compacted thickness behind curb and gutter, curb opening, and road shoulders,
- Around STs where topsoil mix is not part of curb backfill,
- Over all disturbed areas of floodplain not covered by harvested sod,
- Harvested sod locations,
- 2" compacted thickness over staging and storage areas.

Humus shall be mixed with salvaged topsoil in a ratio of 3:1 (salvaged topsoil to humus) to create topsoil mix. Humus and salvaged soil must be mixed together in a separate stockpile. Mixing of these materials in place at the locations the top soil mix will be placed will not be acceptable. The costs associated with salvaging and stockpiling topsoil, mixing the topsoil with humus, and placing and compacting the topsoil mix shall be included in the various items of work requiring topsoil and no additional compensation will be made therefore.

3. MULCH

Contractor shall apply 1" mulch to the following improvements after the topsoil mix is compacted in place and after the CCC has placed seed, soil amendment, and/or blanket, and/or sod as applicable and as noted on the Revegetation Plan of the Plans. Mulch and its application shall conform to 10-1.10D of this section:

- At staging and storage areas after topsoil mix is placed and compacted,
- All disturbed areas just outside of grass-lined swale excavation,
- Behind curb and gutter: taper ½" beginning at the TBC to 1" at two (2) feet behind curb and 1" continuous beyond,
- Road shoulders,
- On slopes after Contractor blows humus and after the CCC places seed, soil amendment, and blanket, where applicable, in accordance with The Revegetation Plan of the Plans,
- Between EP and slopes at concrete headwalls,
- Around STs where topsoil mix is not part of curb backfill.

Attention is directed to Item "Mobilization/Demobilization for Mulch Blowing Operation" for the sequencing of the mulch application. The cost associated with furnishing and applying mulch shall be included in the unit price bid for the Item "Mulch and Mulch Application."

4. HUMUS

Contractor shall apply 1" humus to slopes that are to be revegetated (see Revegetation Plan of the Plans) after the CCC has loosened the soil. Humus and its application shall conform to 10-1.10D of this section. The cost associated with furnishing and applying humus shall be included in the unit price bid for the Item "Humus and Humus Application."

5. TACKIFIER

Contractor shall apply tackifier to all areas that have been mulched. Tackifier and its application shall conform to 10-1.10D of this section. Attention is directed to Item "Mobilization/Demobilization for Tackifier Application" for the potential sequencing the tackifier application. The cost associated with furnishing and applying tackifier shall be included in the unit price bid for the Item "Tackifier and Tackifier Application."

6. DISPOSAL OF EXCESS MATERIAL

Asphalt & Concrete

Asphalt concrete (e.g. pavement, berm, dike) and Portland cement concrete (e.g. existing headwalls, wingwalls, and concrete wash area) removed from any portion of the project shall be disposed of by Contractor at his expense and shall be disposed of outside of the Lake Tahoe Basin. AC and concrete may be disposed of in the Lake Tahoe Basin provided Contractor obtains and submits written approval from all applicable state, local, and federal agencies.

Soil & Rock

Section 19-2.06, "Surplus Material," of the Standard Specifications is amended to read as follows:

Surplus excavated materials from any portion of the project, if suitable according to the provisions of these Specifications and the Plans, shall be used to balance material deficiencies in any other portion of the work. **As the excavation for an item of work progresses, the excess excavated material shall not be stockpiled adjacent to where it was excavated unless the area is an approved storage area.** The excess excavated material shall be removed as it is excavated from the site of the excavation for stockpiling in an approved staging area or for use as fill or backfill in an applicable item of work. Excess material that can not be reused on site shall be defined as unsuitable material; or material that is removed from temporary erosion control devices and the sweeper in satisfying the maintenance of these devices; or material that is larger than 1-½" in the largest dimension, but doesn't meet the rock specifications outlined in these Special Provisions; or material that has less than 2% by volume nondecomposed organic matter and contains material no larger than 1-½" in the largest dimension, but is in excess of what is needed for fill or backfill for the proposed improvements. Any excess or unsuitable material shall be disposed of by Contractor at his own expense and shall be disposed of **outside of the Lake Tahoe Basin.** Materials may be disposed of in the Lake Tahoe Basin providing Contractor obtains and submits to County written approval from all applicable state, local, and federal agencies. At no time

shall excess material be disposed of or stockpiled in such a way as to allow erosion of the material or to pose a threat of adverse water quality impact. The costs associated with stockpiling, disposing of, or reusing excess material are included in the applicable items with no additional compensation therefore.

Log Trash Rack

The log trash rack shall be disposed of by Contractor at his own expense, within 48 hours of removal, and shall be disposed of **outside of the Lake Tahoe Basin**. Logs may be disposed of in the Lake Tahoe Basin providing Contractor obtains and submits to County written approval from all applicable state, local, and federal agencies. Lengths shall be winched out, lifted with a cherry picker, or carried by hand. All equipment used for log trash rack removal shall be in accordance with Section 10-1.13, "Equipment Specifications."

D. MATERIALS

1. Permeable Material

Class 1 Type A ¾" and Class 1 Type B 1-½" permeable material shall be crushed stone and shall conform to the following requirements:

Class 1 Type A ¾"	
Sieve Sizes	Percent Passing
1"	100
¾"	90
½"	59
⅜"	39
No. 4	2
No. 10	2

Class 1 Type B 1-½"	
Sieve Sizes	Percent Passing
1-½"	100
1-¼"	88
1"	24
¾"	9
½"	7
⅜"	4

2. Imported Fill or Backfill

If required, imported fill or backfill shall be a silty sand material designated by SM in the Unified Soil Classification System (USCS).

Should such imported material be required, Contractor shall notify Engineer of the borrow site location 72 hours before Contractor plans to pick-up the material so Engineer can verify the suitability of the material.

3. Structure Backfill

Structure backfill shall be a silty sand material designated by SM in the Unified Soil Classification System (USCS) and shall conform to the following gradation requirements:

Sieve Sizes	Percentage Passing
No. 10	50 max
No. 40	30 max
No. 200	15 max

PI = 6 maximum

If material excavated on site under any item of work (e.g. roadway excavation, grass-lined swale excavations) conforms to the gradations noted above, it shall be used for structure backfill and payment for its excavation, placement, grading, and compaction as structure backfill shall be considered as included in the item of work from which it was excavated and no additional compensation shall be made therefore. Contractor's attention is directed to Sheet G-1 of the Plans.

4. Sand

Sand to be mixed with gravel to fill the voids in the cobble and No. 1 rock backing in Angora Creek shall be silica-based clean, washed, well-graded course sand in accordance with ASTM C33, and shall conform to the following gradation requirements:

Sieve Sizes	Percentage Passing
3/8"	100
No. 4	95-100
No. 8	80-100
No. 16	50-85
No. 30	25-60
No. 50	10-30
No. 100	2-10

5. Humus

Humus shall consist of an amendment that shall be the result of an aerobic composting process maintaining temperatures greater than 135°F and less than 165°F, for a minimum of 10 days. Nitrogen introduction shall be derived from dairy manure. The compost feedstock must consist of a minimum of 50% by volume indigenous forest vegetation from the Lake Tahoe Basin. The humus shall be 50% Humus Fines (3/8" minus) and 50% wood "overs" (3/8" to 3"). Full Circle Compost (Humus is called "Integrated 50%") and Bently Agridynamics, both in Minden, Nevada, produce a humus that satisfies these requirements.

Contractor shall notify Engineer of the proposed location of the source of imported humus 72 hours before Contractor plans to pick-up the material so Engineer can verify the suitability of the material. Contractor shall submit written certification that the humus is weed free.

Humus shall be mixed with salvaged topsoil in a ratio of 3:1 (salvaged topsoil to humus) to create topsoil mix.

Humus on slopes to be revegetated shall be applied by means of a pneumatic conveying system capable of blowing the humus at rates between 10 and 15 cubic yards per hour and shall be capable of blowing the humus a distance of 300 feet as necessary to access slopes. The conveying equipment shall have a self- contained dust suppression system.

6. Mulch

Material shall be the result of an aerobic composting process maintaining temperatures greater than 135 degrees Fahrenheit and less than 165 degrees Fahrenheit for a minimum of 10 days. Nitrogen introduction shall be derived from dairy manure. The compost feedstock must consist of a minimum of 50% by volume indigenous forest vegetation from the Lake Tahoe Basin. The resulting finished compost shall consist of 75% wood "overs" (from 3/8" to 3" in size) and 25% humus (fines) (3/8" minus). Full Circle Compost (Mulch is called "Integrated 25%") and Bently Agridynamics, both in Minden, Nevada, produce a mulch that satisfies these requirements.

Mulch shall be applied by means of a pneumatic conveying system capable of blowing the mulch at rates between 10 and 15 cubic yards per hour and shall be capable of blowing the mulch a distance of 300 feet as necessary to access slopes. The conveying equipment shall have a self-contained dust suppression system.

Contractor shall submit written certification that the mulch is weed free.

7. Tackifier

Tackifier shall include wood-cellulose fiber mulch. The term "tackifier" used in these Special Provisions shall mean tackifier with wood-cellulose fiber mulch. The Tackifier material shall be of an organic, plant-

derived substance containing psyllium, guar gum, cornstarch such as PT-TAC, Reclamare 2400, M-Binder, Eco-tak, Fisch-Stick, or approved equal. Material shall form a transparent 3-dimensional film-like crust permeable to water and air and containing no agents toxic to seed germination. Mulch shall consist of degradable green-dyed wood-cellulose fiber or 100%-recycled long-fiber pulp (recycled newspaper), free from weeds or other foreign matter toxic to seed germination.

Mulch shall be anchored with tackifier within 48 hours of application. A hydroseeder with a paddle wheel agitator shall be used to evenly apply the tackifier mixture at the following rates under suspension unless otherwise approved. Contractor shall apply tackifier to all areas where mulch has been applied. The Tackifier shall be mixed and applied in accordance with the following:

Wood-cellulose fiber mulch:	500 lbs/acre
Tackifier:	130 lbs/acre
Water:	As needed

Tackifiers shall be applied using a commercial hydraulic mulcher with a built-in agitation system that has sufficient capacity to agitate, suspend, homogenize, and apply materials (at indicated rates) specified for hydraulic application in this section of the Special Provisions.

Information regarding mulching and humus blowing and tackifier application equipment that Contractor proposes to use for this project shall be presented for review and approval by Engineer no later than 10 days prior to the proposed use. Hydraulic/Pneumatic applications of humus, mulch, and tackifier shall not be conducted during windy conditions (greater than 8 mph) to insure uniform application and proper placement of these materials at specified rates. To facilitate proper placement of these materials, applications shall consist of a continuous operation where each treatment follows the preceding as specified above. Specified materials shall be applied to individual identified areas within a single seeding work shift. Under no circumstances shall any one application be completed independent of completion of the others.

10-1.11 SOD HARVESTING AND PLACEMENT

Sod harvesting shall occur only within the limits shown on the Plans and shall consist of mowing the sod prior to harvesting, harvesting the sod, wetting of sod and subgrade, stockpiling sod and placement, furnishing, placing, and staking Type B coir fabric, and restoring harvested sod locations.

Harvested sod shall consist of above ground and below ground plant materials including leaves and roots and the soil bound by the root mass. Soil mass of sod shall contain a uniform distribution of roots with a minimum 50 percent root mass by volume to a depth of 6 inches from the root crown. Sod sections shall be rejected when, in the opinion of the Engineer, they are of insufficient root mass. Contractor shall not remove sod in excess of that required for the Project.

Sod shall be harvested from those locations shown on Sheet R-1 of the Plans and delineated in the field by the Engineer. The above ground portions of sod plants shall be mowed prior to harvest to a height of 3 to 4 inches as measured from the root crown with a brush hog or other suitable equipment. Sod shall be precut into 3 foot by 3 foot sections resulting in clean, vertical edges. Sod shall be moistened through the root zone before harvest. Sod shall be scalped from the original ground surface to a depth of no less than 10 inches, as measured from the root crown. Sod shall be lifted from the subgrade in contiguous sections using machinery equipped with a front end bucket or otherwise approved apparatus as specified in Section 10-1.13 "Equipment Specifications." Work shall progress in such a manner as to minimize the disturbance of the soil bound by the root mass and the contiguous integrity of the sod section. Sod sections will be rejected when, in the opinion of the Engineer, they are improperly handled resulting in the disruption of root mass and thatch integrity.

Sod may be stored and maintained on the designated area shown on Sheet R-1 of the Plans, or staging and storage areas for a period of time not to exceed 72 hours. Stored sod shall be placed roots down with edges snugly adjoining adjacent sections. Stored sod shall not be stacked. Sod on the perimeter of the storage area shall have the outermost edges draped with wetted burlap within 30 minutes of placement for storage to protect roots and conserve soil moisture. The Contractor shall be responsible for providing adequate moisture to the sod during the interim storage period.

Locations for placement of sod shall be as shown on the Plans or as directed by the Engineer. The subgrade for exposed sod shall be graded to a smooth friable surface and be saturated to a minimum depth of 4 inches prior to placement.

Sod shall be placed within 2 hours of harvest unless storage is otherwise approved by the Engineer. Sod shall be rejected when, in the opinion of the Engineer, it has been allowed to become too dry or is otherwise damaged. Sod shall be placed with sides snugly adjoining adjacent sections. Voids between sod sections shall be filled with topsoil mix. Sod will be firmly tamped or rolled after placement to eliminate air pockets between the prepared surface and roots. Sod shall be placed so that the top surface forms a continuous shape. Sod which is damaged due to the Contractor's activities during the course of work will be replaced at the Contractor's expense. In place of Type B coir fabric staked over the sod within the limits of the three-sided precast bridge, the transplanted harvested sod placed shall be wrapped in Type B coir fabric and anchored in place. Two rows of sod mats, equaling 6' in width, shall be wrapped together. The dimension of wrapped sod from inside face of the bridge wall to the creek side slope shall vary. The Type B coir fabric wrapping each sod mat bundle shall consist of a single piece. Multiple pieces of fabric shall not be allowed unless otherwise approved by the Engineer. Fabric edges shall overlap a minimum of 2 feet with the top of the overlap facing downstream. Wrapped sod shall be tied down with 1/4" minimum all natural jute rope to galvanized steel hooks embedded in the concreted rock grade control. Placement of rope over the wrapped sod bundles shall be in a zigzag pattern as shown on the Plans.

Sod shall be irrigated immediately following placement. The Contractor shall be responsible for providing adequate irrigation to all sod placed during the period of this Contract. Sod shall be wetted to field capacity a minimum of every 3 days unless otherwise directed by the Engineer. Sod found to be desiccated due to inaction by the Contractor shall be replaced at the Contractor's expense as directed by the Engineer.

The Contractor shall submit a Sod Storage Plan 48 hours prior to the commencement of sod storage. The Contractor shall not begin the sod storage until the Plan is approved in writing by the Engineer.

10-1.12 AGGREGATE BASE, CLASS 2

Aggregate base shall be Class 2 in conformance with the provisions in Section 26, "Aggregate Base," of the Standard Specifications.

In lieu of the second sentence in the second paragraph in Section 26-1.02A, "Class 2 Aggregate Base," of the Standard Specifications, the grading for ¾" maximum shall be used where aggregate base other than recycled AC base is specified.

County will, at their expense, provide compaction testing of Class 2 Aggregate Base to verify that Contractor has achieved the specified compaction. Relative compaction will be based on the maximum dry unit weight as determined by ASTM D-1557. Corrections to the Unit Weight for containing oversize particles will be made in accordance with ASTM 4718. Any areas of Class 2 Aggregate Base that are pumping will not be acceptable.

10-1.13 EQUIPMENT SPECIFICATIONS

All work within the Angora Creek floodplain shall be performed with low ground pressure (LGP) equipment. Exclusive use of LGP equipment on the non-roadway related project elements (excavating, grading, tree removal, willow salvage and transplant, sod harvest, soil/rock hauling and dumping, transporting and driving sheet pile, berm removal) will allow the contractor to avoid the construction of meadow access roads except where the LGP equipment causes compaction or rutting. In those situations, the contractor will still be required to construct meadow access roads or to use landing pads. The equipment must meet a loaded ground pressure of 4 psi or less and be approved by the Engineer in accordance with Section 4-1.03, "Contractor Submittals," of these Special Provisions. Soil hauling equipment that meets this specification includes tracked dumpers from Yanmar, Morooka, Hitachi, Mitsubishi, and others. Various manufacturers have LGP small dozers and the track loaders.

All excavation and grading in the Angora Creek floodplain shall be performed by a tracked excavator. The excavator bucket shall have a plate lip or cutting bar. The bucket shall also be equipped with a hydraulic tilt or swivel to allow angling of the bucket 45 degrees to the right or left. Section 5-1.11 of the Standard

Specifications applies with the condition that the written request for "Alternate Equipment" be submitted within three (3) working days of receiving the Notice to Proceed.

All sod excavation and placement shall be performed by LGP equipment that operates at a loaded ground pressure of 4 psi or less to insure no damage to meadow soils and vegetation with the extensive off-access road movements required to harvest and place sod. ASV, Bobcat, and other manufacturers can provide track loaders that meet this specification. The bucket shall be of sufficient size (minimum 36" width) to obtain sod mats that meet the project specifications (e.g., size of sod mat is 3' x 3').

All construction equipment working in or near SEZ areas must be steam cleaned in accordance with Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan," of these Special Provisions.

Notwithstanding the LGP equipment provisions in this section, construction work in or adjacent to SEZ and wetlands shall be conducted from existing pavement. Work performed within an SEZ or wetland shall be confined to the smallest area possible to complete with work.

Pumps for diverting Angora Creek, dewatering, and rewatering shall be electric motor driven or shall be run from generators with approved muffling devices.

10-1.14 ASPHALTIC EMULSION (PAINT BINDER)

Asphaltic emulsion (paint binder) shall conform to the provisions of Section 94, "Asphaltic Emulsions," and Section 39-4.02, "Prime Coat and Paint Binder," of the Standard Specifications and these Special Provisions.

Paint binder shall be asphaltic emulsion SS-1, applied in one application at the approximate rate of 0.05 gallons per square yard of surface covered. The exact rate of application will be determined by Engineer.

Full compensation for furnishing all labor, equipment, and materials involved in applying asphaltic emulsion as a paint binder shall be considered as included in the various contract items of work and no additional compensation will be allowed therefore.

10-1.15 ASPHALT CONCRETE

All Asphalt Concrete shown on the Plans shall conform to these Special Provisions and to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications except that the material shall be as specified herein.

Alternative 1 – Asphalt Concrete

Unless otherwise directed by Engineer, asphalt binder to be mixed with the mineral aggregate shall be steam-refined paving asphalt, performance grade, PG 64-28.

Aggregate grading shall conform to the following gradation requirements:

Sieve Sizes	Percentage Passing
2"	95-100
3/8"	90-100
No. 4	60-77
No. 8	42-60
No. 30	25-38
No. 200	5-10

S.E. = 32 minimum for all material passing No. 4 sieve. The gradation above shall be considered the "contract compliance range" as described in the Standard Specifications.

Alternative 2 – Asphalt Concrete

Asphalt concrete shall conform to Type A ½" maximum medium of the Standard Specifications. Asphalt binder to be mixed with the mineral aggregate shall be steam-refined paving asphalt conforming to the provisions in Section 92 "Asphalts," of the Standard Specifications and shall be PG 64-28PM.

General

Contractor shall submit an asphalt concrete mix design for each type of asphalt proposed for use on the project including sand equivalent test results, optimum bitumen content, unit weight, source of aggregate, gradation tests of aggregate, % air voids and stabilometer values for the proposed design mix to be used. The mix design shall be no older than six months, to insure that the mix supplied is consistent with the mix design. The design and test results shall be submitted to Engineer within twenty (20) working days of the receipt of the Notice to Proceed and at least ten (10) working days prior to the start of paving operations. No AC pavement shall be placed until the design is approved by Engineer. The mix design shall be in effect until modified by Engineer. Should a change in sources of material be made, a new mix design, and Sand Equivalent test must be established before the new material is used.

Unless otherwise directed in writing by Engineer, Contractor shall furnish and use canvas tarpaulins to cover all loads of asphalt concrete from the time that the mixture is loaded until it is discharged from the delivery vehicle.

Acceptance Sampling and Testing of Bituminous Mixture

County's testing laboratory shall obtain samples of the loose mixture from the asphalt plant and one sample for each day of paving from the uncompacted mix directly behind the paver to determine the percent bitumen, sieve analysis, material finer than No. 200 sieve, and density of the bituminous paving mixture. It is anticipated that the test results on a sample will be available at the start of work of the day following the day the sample was taken. If the test results indicate that the gradations and/or bitumen content do not fall within the limits as shown on the job mix formula from the approved mix design, placement of bituminous pavement shall not be started until Contractor, at his expense, provides test results or other information, that indicates to the satisfaction of Engineer that the material to be placed will comply with the requirements of the job mix formula.

County will use a thin-lift asphalt gage in quality assurance testing of the asphalt concrete for relative compaction requirements. Compaction will be tested with the thin-lift gage at approximately 100-foot intervals and where the hot mix was sampled if different than the 100-foot intervals. Asphalt concrete shall be compacted to 95% of the maximum density determined from the asphalt plant sample, from the samples taken behind the paver, and from the lab test results. Engineer will sample the hot mix only for percent bitumen, sieve analysis, and material finer than No. 200 sieve. Acceptance of the asphalt concrete density shall be based on the thin-lift gage readings.

Except as noted above and in Section 5-1.20 "Testing" of these Special Provisions, all tests necessary to determine conformance with the requirements specified in this section will be performed by Engineer without cost to Contractor.

Measurement and Payment

Measurement of asphalt concrete quantities shall be in accordance with the item descriptions containing asphalt concrete work.

Full compensation for the asphalt concrete, including supply, spreading, and compaction shall be included in the various contract items that require asphalt concrete.

10-1.16 PRECAST BRIDGE, HEADWALLS, AND WINGWALLS

This work shall consist of furnishing all labor, tools, equipment, and materials necessary to design, precast, transport, deliver, and construct the three-sided precast bridge system and cast-in-place foundations in accordance with Sheets P-3, D-4, and D-5 of the plans and these Special Provisions. Where manufacturer's specifications conflict with these Special Provisions, the most stringent requirements shall apply.

Precast reinforced concrete bridge units manufactured in accordance with the Plans and these Special Provisions shall be designated by span and rise. Precast reinforced concrete wingwalls and headwalls manufactured in accordance with these specifications shall be designated by length, height, and deflection angle. Precast element dimensions and reinforcement details shall be shown on the plan and shop drawings prepared by the manufacturer and provided by the Contractor. The shop drawings shall include design calculations as well as the minimum concrete compressive strength. The minimum steel yield strength shall be 60,000 psi, unless otherwise noted on the shop drawings. Attention is directed to Section 10-1.10, "Excavating and Grading," regarding subgrade and compaction requirements and Section 10-1.19, "Concrete Structures," regarding concrete and reinforcement requirements and permissible variations. The results of compression tests shall be provided to the County as results become available.

The precast elements are to be designed in accordance with the "Standard Specifications for Highway Bridges," 17th Edition, adopted by the American Association of State Highway and Transportation Officials, 2002. A minimum of one foot of cover above the crown of the bridge units is required in the installed condition (unless noted otherwise on the shop drawings and designed accordingly).

The quality of materials, the process of manufacture, and the finished precast elements shall be subject to inspection by the County. Precast elements may be repaired, if necessary, because of imperfections in manufacture or handling damage and will be acceptable if, in the opinion of the County, the repairs are sound, properly finished and cured, and the repaired section conforms to the requirements of these Special Provisions.

The precast elements shall be subject to rejection due to any deviation from the specification requirements. Individual precast elements may be rejected because of any of the following:

- 1 Fractures or cracks passing through the wall, except for a single end crack that does not exceed one half the thickness of the wall.
- 2 Defects that indicate proportioning, mixing, and molding not in compliance with these Special Provisions.
- 3 Honeycombed or open texture.
- 4 Damaged ends, where such damage would prevent making a satisfactory joint.

Contractor shall provide a precast bridge submittal in accordance with Section 4-1.03, "Contractor Submittals," of these Special Provisions.

Grouting of the precast units to the cast-in-place footings shall be considered part of the three-sided precast bridge installation and no additional compensation shall be made therefore.

10-1.17 CULVERT, CMP STRUCTURES, PERFORATED PIPE, AND WATER MAIN

Culvert pipe shall be corrugated metal pipe (CMP) as specified on the Plans. All culverts shall have soil tight gasketed joints. Perforated pipe and water main shall be polyvinyl chloride pipe (PVC).

CMP

Corrugated metal pipe shall be steel and conform to the requirements of Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these Special Provisions. CMP structures shall be corrugated galvanized steel pipe. Galvanizing shall conform to Section 75-1.05, "Galvanizing," of the Standard Specifications. For CMP culvert the maximum allowable horizontal deflection shall be 5 degrees.

CMP shall have the following minimum thickness:

STEEL THICKNESS FOR CORRUGATED METAL PIPE	
Diameter of pipe, inches	Steel Gauge thickness, minimum
6	16 gauge (0.064")
12	14 gauge (0.079")
18	14 gauge (0.079")
21" (span) x 15" (rise) Arch	12 gauge (0.108")
24	14 gauge (0.079")
30	14 gauge (0.079")
36	12 gauge (0.108")
49" (span) x 33" (rise) Arch	12 gauge (0.108")
48	12 gauge (0.108")

PVC

The 6" diameter PVC perforated pipe shown in the Concreted Rock Grade Control Detail on Sheet D-1 of the Plans shall be in accordance with Section 68-1.02K, "Perforated Plastic Pipe," of the Standard Specifications. The pipe shall be Schedule 80 smooth-wall polyvinyl chloride plastic pipe and shall conform to the requirements of AASHTO M278. The perforations shall be circular with a maximum perforation size of 3/8" in diameter. The perforations shall be distributed throughout the pipe perimeter and the number of perforations shall be the maximum number allowed by the manufacturer.

The 12" diameter PVC water main shall conform to the requirements of AWWA C900-07 and have a dimension ratio of DR18 (235 psi). Pipe shall be made from unplasticized PVC compounds having a minimum cell classification of 12454 as defined in ASTM D 1784. Pipe shall be furnished in standard lengths of 20 feet. Pipe joints shall have a formed integral bell with a single rubber gasket conforming to ASTM F477. Joints shall meet zero leakage test requirements of ASTM D 3139. The rubber gasket shall meet the requirements of ASTM D 1869.

Each length of water main pipe shall be capable of withstanding hydrostatic pressure of 4 times the pressure class for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

PVC shall conform to the following dimensions:

PVC PIPE DIMENSIONS			
Nominal Pipe Size, inches	Nominal Inside Pipe Diameter, inches	Average Outside Pipe Diameter, inches	Minimum Wall Thickness, inches
6	5.761	6.625	0.432
12	11.65	13.20	0.733

General

Pipe shall be laid to the lines and grades shown on the Plans and established by Engineer. Compaction of bedding and backfill shall conform to Section 10-1.10, "Excavation and Grading," of these Special Provisions.

Attachment of the culvert to sediment traps shall require welding of the culvert to the sediment trap. Field fabrication and prefabrication requirements for sediment traps and their attachments shall be as specified in the respective items. Welded joints that damage galvanizing shall be repaired with a corrosion resistant coating.

Contractor's method of operation for sediment trap installation and water main relocation shall conform to the requirements of the Traffic Control Plan and as outlined in Section 10-1.03, "Maintaining Traffic," and Section 10-1.04, "Traffic Control Plan," of these Special Provisions.

The interior of the pipe shall be kept clean as the work progresses.

Where new fittings are to be cut into or attached to existing water main piping or where connections are to be made to existing piping, the Contractor shall furnish and install the necessary sleeves, flanges, nipples, couplings, fittings, etc. needed to accomplish the cutting-in or connections, whether specifically indicated on the Plans or not.

10-1.18 TURBIDITY BARRIER

If required as part of the Contractor's diversion plan, a floating turbidity barrier shall be installed and maintained while work is performed in Angora Creek, and removed and disposed of by the Contractor when the instream work is complete.

The floating turbidity barrier shall meet the following minimum specifications:

- Individual Panel Length: Min. 50 LF, Max. 100 LF
- Curtain Depth: Adjustable, 1-3 Feet
- Flotation: Sufficient to give min. 6 inches freeboard
- Ballast: Min. 5/16 inch galvanized chain or equivalent (eq.)
- Curtain Permeability: Impermeable
- Breaking Strength: Min. 2,000 lbs. for all load bearing components
- Curtain Fabric Strength: Min. 500 x 400 lbs. Tensile Strength
Min. 150 x 150 lbs. Tear Strength
Min. 120 lbs. Puncture Strength
- UV Resistance: Min. 90% @ 500 hours
- Curtain Reinforcement: Reinforced at stress points

Payment for furnishing, installing, and maintaining a floating turbidity barrier shall be considered as included in Item 13, "Diversion," and no additional compensation will be made therefore. Attention is directed to Section 5-1.49, "Certificates of Compliance," and Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Prevention Plan (SWPPP)," of these Special Provisions.

10-1.19 CONCRETE STRUCTURES

Portland Cement Concrete structures shall conform to the provisions in Section 51, "Concrete Structures," and/or Section 73, "Concrete Curbs & Sidewalks," of the Standard Specifications and these Special Provisions. Portland Cement Concrete shall conform to Section 90, "Portland Cement Concrete," of the Standard Specifications, except as noted herein.

Reinforcement shall conform to the details shown on the Plans, these Special Provisions, and Section 52, "Reinforcement," of the Standard Specifications, and shall conform to the requirements of ASTM Designation A615 Grade 60.

Portland Cement shall be Type II with no mineral admixtures.

Contractor shall supply concrete mix designs for all items of work requiring concrete within fifteen (15) working days of the receipt of the Notice to Proceed and at least five (5) working days prior to the start of the concrete work associated with these items.

Portland Cement Concrete for curb and gutter, type 1 curb opening, and bridge footings shall have a compressive strength of a minimum of 4000 PSI at 28 days. The tenth bulleted item of Section 90-1.01, "Description," of the Standard Specifications and the ninth bulleted item of the Amendments to the Standard Specifications shall not apply. Engineer will take a set of cylinders (5) for each 100 cubic yards of concrete or for a day's pour whichever comes first. Compressive strength tests at seven (7) days and at 28 days shall

be performed on the cylinders at County's expense. If the 28-day compressive strength of any cylinder tests below 3500 psi, Contractor shall replace the concrete (100 cubic yards or the quantity of one day's pour) at his expense. Alternatively, also at Contractor's expense, Contractor shall core the areas that tested below 3500 psi, patch the holes, test the corings, and replace if the coring tests still show strengths below 3500 psi and retest the replacement section.

An air-entraining agent conforming to the requirements in Section 90-4, "Admixtures," of the Standard Specifications shall be added to the concrete at the rate required to result in an air content of 4-7% in the freshly mixed concrete. Air content will be tested by and at the discretion of Engineer at County's expense.

Slump tests shall be performed by Engineer at Engineer's discretion and at County's expense. Slump for Portland cement concrete shall be no more than 2 inches nor less than 1 inch. Slump for grout shall be 3 inches.

A mechanical power driven internal vibrator shall be used for concrete consolidation.

Curb and gutter and the curb opening shall be finished by brushing with a soft broom and shall be sprayed uniformly with a clear pigmented curing compound conforming to Section 90-7, "Curing Concrete," of the Standard Specifications.

The string line for curb and gutter shall be set sufficiently in advance of the scheduled pour but in no case less than 2 hours to allow Engineer to check the line against cut sheet grades and field conditions and provide time for adjustment if necessary. All curb and gutter shall be water tested and shall drain with no ponding. If ponding does occur, Contractor shall be responsible for removal and replacement of a sufficient amount of curb and gutter to eliminate ponding. Grinding of the flowline will not be permitted.

One-half inch pre-molded transverse expansion joint filler conforming to Section 51-1.12C, "Premolded Expansion Joint Fillers," of the Standard Specifications shall be placed at 200 foot intervals in the curb and gutter, at any transition from machine extruded curb to formed curb, and at any location where curb placement or other concrete placement will stop long enough for concrete to set prior to continuing on with additional curb or concrete. Place 3 - #4 x 24" rebar at each of these cold (expansion) joints. Contractor shall provide 3" deep crack joints every 10' in curb and gutter.

Concrete for sediment trap bases, concreted rock grade control, thrust blocks, sign installation, and guardrail post connection at bridge shall be minor concrete as defined in Section 51, "Concrete Structures," of the Standard Specifications and shall have not less than 548 pounds of cement per cubic yard. Grout shall be a six-sack mix with not less than 590 pounds of Portland Cement per cubic yard. Sediment trap bases shall be precast and attached to the CMP wall by grouting in place. Grout for the wingwall-foundation and bridge-foundation keyway shall have a 28-day compressive strength of 3000 psi. If required, grout in the keyway shall be vibrated to ensure the entire key around the bridge element is completely filled.

Slurry cement backfill shall conform to the provisions of Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications, except that the mix shall contain 282 pounds of cement (i.e. 3 sack mix).

The precast bridge units and wingwalls shall be installed on cast-in-place concrete footings. The footings shall be monolithic. Expansion joints shall not be used. The completed footing surface shall be constructed in accordance with grades shown on the plans. When tested with a ten (10) foot straight edge, the surface shall not vary more than 1/4 inch in ten (10) feet. A three (3) inch deep keyway shall be formed in the top surface of the bridge footing 3 inches clear of the inside and outside faces of the bridge units, unless specified otherwise on the plans. No keyway is required in the wingwall footings, unless otherwise specified on the plans. The footings shall be given a smooth float finish and shall reach a compressive strength of 2,000 psi before placement of the precast bridge and wingwalls.

The sealant adhesive to attach the non-woven filter fabric to the concrete footings shall be a water proof epoxy resin adhesive conforming to the provisions in Section 95-2.03 of the Standard Specifications. The adhesive shall be applied to the concrete footing using a stiff bristled brush or hand trowel. Surface preparation shall be in accordance with the manufacturer's requirements. Contractor shall submit a

Certificate of Compliance of its intended sealant adhesive product in accordance with Section 5-1.49, "Certificates of Compliance," of these Special Provisions.

Precast Three-Sided Bridge

The following applies to the precast elements of the three-sided bridge system.

The concrete for the precast elements shall be air-entrained, composed of Portland cement, fine and coarse aggregates, admixtures, and water. Air-entrained concrete shall contain 6 ± 2 percent air, and the air entraining admixture shall conform to AASHTO M154. Air content shall be tested in accordance to ASTM C231 or C173.

Portland Cement shall conform to the requirements of ASTM Specifications C150-Type II cement. Coarse Aggregate shall consist of stone having a maximum size of 1 inch. Aggregate shall meet requirements for ASTM C33. The manufacturer shall submit for approval by the Engineer a water-reducing admixture for the purpose of increasing workability and reducing the water requirement for the concrete. The addition to the mix of calcium chloride or admixtures containing calcium chloride will not be permitted.

The aggregates, cement, and water shall be proportioned and mixed in a batch mixer to produce a homogeneous concrete meeting the strength requirements of this specification. The proportion of Portland cement in the mixture shall not be less than 564 pounds (6 sacks) per cubic yard of concrete. The precast concrete elements shall be cured for a sufficient length of time so that the concrete will develop the specified compressive strength in 28 days or less.

Concrete compressive strength shall be determined from compression tests made on cylinders or cores and shall be tested in accordance to ASTM C31, C39, C42 or C497. The manufacturer furnishing precast elements shall furnish all facilities and personnel necessary to carryout the tests required. For cylinder testing, a minimum of 3 cylinders shall be taken for each lot of bridge elements. A lot shall be defined as the precast elements made using the same concrete mix during a single day's production. For core testing, one core shall be cut from each of 3 precast elements selected at random from each group of 15 or fewer elements made using a single concrete mix in the same day's production. Each lot shall be considered separately for the purpose of testing and acceptance.

Cylinders shall be made and tested as prescribed by the ASTM C39 Specification. Cores shall be obtained and tested for compressive strength in accordance with the provisions of the ASTM C42 Specification.

Acceptability of Cylinder Tests - When the average compressive strength of all cylinders tested is equal to or greater than the design compressive strength, and not more than 10% of the cylinders tested have a compressive strength less than the design concrete strength, and no cylinder tested has a compressive strength less than 80% of the design compressive strength, then the lot shall be accepted. When the compressive strength of the cylinders tested does not conform to this acceptance criteria, the acceptability of the lot may be determined as described in "Acceptability of Core Tests," below.

Acceptability of Core Tests - The compressive strength of the concrete in a lot is acceptable when the average core test strength is equal to or greater than the design concrete strength. When the compressive strength of the core tested is less than the design concrete strength, the precast element from which that core was taken may be re-cored. When the compressive strength of the re-core is equal to or greater than the design concrete strength, the compressive strength of the concrete in that lot is acceptable. When the compressive strength of any re-core is less than the design concrete strength, the precast element from which that core was taken shall be rejected. Two precast elements from the remainder of the lot shall be selected at random and one core shall be taken from each. If the compressive strength of both cores is equal to or greater than the design concrete strength, the compressive strength of the remainder of that lot is acceptable. If the compressive strength of either of the two cores tested is less than the design concrete strength, the remainder of the lot shall be rejected or, at the option of the manufacturer, each precast element of the remainder of the lot shall be cored and accepted individually, and any of these elements that have cores with less than the design concrete strength shall be rejected.

The core holes shall be plugged and sealed by the manufacturer in a manner such that the elements will meet all of the test requirements of this specification. Precast elements so sealed shall be considered satisfactory for use.

The Contractor shall submit copies of all test results to the Engineer prior to delivery of the precast elements to the project site.

For the precast elements of the bridge system, any one of the following methods of curing or combinations thereof shall be used:

- 1 Steam Curing - The precast elements may be low pressure, steam cured by a system that will maintain a moist atmosphere.
- 2 Water Curing - The precast elements may be water cured by any method that will keep the sections moist.
- 3 Membrane Curing - A sealing membrane conforming to the requirements of ASTM Specification C309 may be applied and shall be left intact until the required concrete compressive strength is attained. The concrete temperature at the time of application shall be within ± 10 degrees F of the atmospheric temperature. All surfaces shall be kept moist prior to the application of the compounds and shall be damp when the compound is applied.

Forms used in manufacture shall be sufficiently rigid and accurate to maintain the bridge unit, wingwall, and headwall dimensions within the following permissible variations:

Bridge Units

- 1 Internal Dimensions - The internal dimension shall vary not more than 1% from the design dimensions nor more than 1 1/2 inches whichever is less.
- 2 Slab and Wall Thickness - The slab and wall thickness shall not be less than that shown in the design by more than 1/4 inch. A thickness more than that required in the design shall not be cause for rejection.
- 3 Length of Opposite Surfaces - Variations in laying lengths of two opposite surfaces of the bridge unit shall not be more than 1/2 inch in any section, except where beveled ends for laying of curves are specified by the purchaser.
- 4 Length of Section - The underrun in length of a section shall not be more than 1/2 inch in any bridge unit.
- 5 Position of Reinforcement - The maximum variation in position of the reinforcement shall be +1/2 inch. In no case shall the cover over the reinforcement be less than 1 1/2 inches for the outside circumferential steel or be less than 1 inch for the inside circumferential steel as measured to the external or internal surface of the bridge. These tolerances or cover requirements do not apply to mating surfaces of the joints.
- 6 Area of Reinforcement - The areas of steel reinforcement shall be the design steel areas as shown in the manufacturer's shop drawings. Steel areas greater than those required shall not be cause for rejection. The permissible variation in diameter of any reinforcement shall conform to the tolerances prescribed in the ASTM Specification for that type of reinforcement.

Wingwalls and Headwalls

- 1 Wall Thickness - The wall thickness shall not vary from that shown in the design by more than 1/2 inch.
- 2 Length/Height of Wall sections - The length and height of the wall shall not vary from that shown in the design by more than 1/2 inch.
- 3 Position of Reinforcement - The maximum variation in the position of the reinforcement shall be +1/2 inch. In no case shall the cover over the reinforcement be less than 1 1/2 inches.

Reinforcement

The permissible variation in diameter of any reinforcing shall conform to the tolerances prescribed in the ASTM Specification for that type of reinforcing. Steel area greater than that required shall not be cause for rejection.

All casting surfaces shall be of a smooth nonporous material.

Handling devices shall be permitted in each precast element for the purpose of handling and installation. The precast elements shall be stored in such a manner to prevent cracking or damage. The units shall not be moved until the concrete compressive strength has reached a minimum of 2500 psi and they shall not be stored in an upright position.

All reinforcing steel and hardware for the precast elements shall be fabricated and placed in accordance with the detailed shop drawings prepared by the manufacturer and submitted by the contractor. Reinforcement shall consist of welded wire fabric conforming to ASTM A185 or ASTM A497, or deformed billet steel bars conforming to ASTM A615 Grade 60. Longitudinal distribution reinforcement may consist of welded wire fabric or deformed billet-steel bars.

Bolts and threaded rods for wingwall connections shall conform to ASTM A307. Nuts shall conform to AASHTO M292 (ASTM A194) Grade 2H. All bolts, threaded rods and nuts used in wingwall connections shall be mechanically zinc coated in accordance with ASTM B695 Class 50. Structural Steel for wingwall connection plates and plate washers shall conform to AASHTO M270 (ASTM A709) Grade 36 and shall be hot dip galvanized as per AASHTO M111 (ASTM A123). Inserts for wingwalls and ferrule loop inserts shall be in accordance with manufacture's requirements. Hook bolts used in attached headwall connections shall be ASTM A307. Inserts for detached headwall connections shall be AISI Type 304 stainless steel. Coil rods and nuts used in headwall connections shall be AISI Type 304 stainless steel. Washers used in headwall connections shall be either AISI Type 304 stainless steel plate washers or AASHTO M270 (ASTM A709) Grade 36 plate washers hot dip galvanized as per AASHTO M111 (ASTM A123). Reinforcing bar splices shall be per manufacturer.

Placement of Reinforcement in Precast Bridge Units

The cover of concrete over the outside circumferential reinforcement shall be 2 inches minimum. The cover of concrete over the inside circumferential reinforcement shall be 1 1/2 inches minimum, unless otherwise noted on the shop drawings. The clear distance of the end circumferential wires shall not be less than one inch nor more than two inches from the ends of each section. Reinforcement shall be assembled utilizing single or multiple layers of welded wire fabric (not to exceed 3 layers), supplemented with a single layer of deformed billet-steel bars, when necessary. Welded wire fabric shall be composed of circumferential and longitudinal wires meeting the spacing requirements of this Section and shall contain sufficient longitudinal wires extending through the bridge unit to maintain the shape and position of the reinforcement. Longitudinal distribution reinforcement may be welded wire fabric or deformed billet-steel bars and shall meet the spacing requirements of this Section. The ends of the longitudinal distribution reinforcement shall be not more than 3 inches and not less than 1 1/2 inches from the ends of the bridge unit. The outside and inside circumferential reinforcing steel for the corners of the bridge shall be bent to such an angle that is approximately equal to the configuration of the bridge's outside corner.

Placement of Reinforcement for Precast Wingwalls and Headwalls

The cover of concrete over the longitudinal and transverse reinforcement shall be 2 inches minimum. The clear distance from the end of each precast element to the end transverse reinforcing steel shall not be less than 1/2 inch nor more than 3 inches. Reinforcement shall be assembled utilizing a single layer of welded wire fabric, or a single layer of deformed billet-steel bars. Welded wire fabric shall be composed of transverse and longitudinal wires meeting the spacing requirements of this Section and shall contain sufficient longitudinal wires extending through the element to maintain the shape and position of the reinforcement. Longitudinal reinforcement may be welded wire fabric or deformed billet-steel bars and shall meet the spacing requirements of this Section.

Laps, Welds, and Spacing for Precast Bridge Unit

Tension splices in the circumferential reinforcement shall be made by lapping. Laps may be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 8.30.2 and 8.32.6. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 8.30.1 and 8.32.5. The overlap of welded wire fabric shall be measured between the outer most longitudinal wires of each fabric sheet. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 8.25. For splices other than tension

splices, the overlap shall be a minimum of 12 inches for welded wire fabric or deformed billet-steel bars. The spacing center to center of the circumferential wires in a wire fabric sheet shall be not less than 2 inches nor more than 4 inches. The spacing center to center of the longitudinal wires shall not be more than 8 inches. The spacing center to center of the longitudinal distribution steel for either line of reinforcing in the top slab shall be not more than 16 inches.

Laps, Welds, and Spacing for Precast Wingwalls and Headwalls

Splices in the reinforcement shall be made by lapping. Laps may be tack welded together for assembly purposes. For smooth welded wire fabric, the overlap shall meet the requirements of AASHTO 8.30.2 and 8.32.6. For deformed welded wire fabric, the overlap shall meet the requirements of AASHTO 8.30.1 and 8.32.5. For deformed billet-steel bars, the overlap shall meet the requirements of AASHTO 8.25. The spacing center-to-center of the wires in a wire fabric sheet shall be not less than 2 inches nor more than 8 inches.

The bridge units shall be produced with flat butt ends. The ends of the bridge units shall be such that when the sections are laid together they will make a continuous line of with a smooth interior free of appreciable irregularities, all compatible with the permissible variations noted above. The joint width between adjacent precast units shall not exceed 3/4 inches.

The bridge units, wingwalls, and headwalls shall be substantially free of fractures. The ends of the bridge units shall be normal to the walls and centerline of the bridge section, within the limits of the variations given above except where beveled ends are specified. The faces of the wingwalls and headwalls shall be at 45 degrees to each other, within the limits of variations given above. The surface of the precast elements shall be a smooth steel form or troweled surface. Trapped air pockets causing surface defects shall be considered as part of a smooth, steel form finish.

Each bridge unit shall be clearly marked by waterproof paint. The following shall be shown on the inside of the vertical leg of the bridge section:

- Bridge Span x Bridge Rise
- Date of Manufacture
- Name or trademark of the manufacturer

The bridge units and wingwalls shall be installed on cast-in-place concrete footings.

The bridge units, wingwalls, and headwalls shall be placed as shown on Sheet P-3 of the Plans. Special care shall be taken in setting the elements to the true lines and grades. The bridge units and wingwalls shall be set on 6 inch x 6 inch (minimum) masonite or steel shims. A minimum of 1/2 inch gap shall be provided between the footing and the bottom of the bridge's vertical legs or the bottom of the wingwall. The gap shall be filled with grout.

The butt joint made by two adjoining bridge units shall be covered with a 7/8 inch x 1 3/8 inch preformed bituminous joint sealant and a minimum of a 9 inch wide joint wrap. The surface shall be free of dirt before applying the joint material. A primer compatible with the joint wrap to be used shall be applied for a minimum width of 9 inches on each side of the joint. The external wrap shall be EZ-WRAP RUBBER by Press-Seal Gasket Corporation, Seal Wrap by Mar Mac Manufacturing Co. Inc., or approved equal. The joint shall be covered continuously from the bottom of one bridge section leg, across the top of the arch and to the opposite bridge section leg. Any laps that result in the joint wrap shall be a minimum of 6 inches long with the overlap running downhill.

In addition to the joints between bridge units, the joint between the end bridge unit and the headwall shall also be sealed as described above. The joint between the end bridge unit and the wingwall shall be sealed with a 2 foot strip of non-woven filter fabric. Also, if lift holes are formed in the arch units, they shall be primed and covered with a 9 inch x 9 inch square of joint wrap.

10-1.20 DEWATERING AND REWATERING PLAN

The work shall consist of the removal of surface water and ground water as needed to perform the required construction in accordance with the specifications. It shall include (1) building and maintaining all necessary temporary impounding works, channels, and diversions, (2) furnishing, installing, and operating all necessary

pumps, piping and other facilities and equipment, and (3), with the exception of an impounding structure, if one is used for the removal of the existing earthen berm, removing all such temporary works and equipment after they have served their purposes. At the discretion of the County, any impound structure installed for dewatering for the berm removal on Sheet P-4 of the Plans shall remain in place and become property of the County at the completion of the project. Pumps shall be electric motor driven or shall be run from generators with approved muffling devices. The elements of a dewatering and rewatering plan are provided in Appendix E, "Dewatering and Diversion Plan."

Prior to rewatering the new Angora Creek channel, a minimum of 2 coffer dams, consisting of gravel bags and plastic sheeting or other suitable material, shall be installed within the newly constructed channel. Flow diverted into the new channel shall be contained by the coffer dam and then drawn into the dewatering system until water quality levels are within discharge limits. This procedure shall be repeated for the entire length of new channel prior to flow being released into Angora Creek downstream of the project site. Turbidity barriers to temporarily dam and filter flushing water may be used as long as acceptable effluent discharge levels are met.

The Contractor shall furnish to the Engineer, in writing, his dewatering plan before beginning the construction work for which dewatering is required. Acceptance of this plan will not relieve the Contractor of responsibility for completing the work as specified and for complying with all permits. Contractor's attention is directed to Section 4-1.03, "Contractor Submittals," for the required elements of the dewatering plan.

The Contractor shall install all erosion control devices, filters, stilling basins, or other structures needed to prevent turbid water from entering the existing Angora Creek and the SEZ areas. The County will conduct water quality monitoring to monitor compliance with regulatory agency standards. The Contractor will not be allowed to continue discharge unless water quality standards are met.

Contractor shall obtain and comply with any permits required by County of El Dorado Environmental Management related to the dewatering systems.

10-1.21 ROCK SPECIFICATIONS

This section applies to all rock in the bottom of the sediment traps, rock slope protection, concreted rock, riffle structures, and rock bank stabilization included in the Contract work. Attention is directed to Section 4-1.03, "Contractor Submittals," of these Special Provisions regarding rock samples to be provided by Contractor for Engineer approval and Section 10-1.10, "Excavation and Grading," of these Special Provisions for the specifications for permeable material.

This Section 10-1.21, "Rock Specifications," shall replace Section 72, "Slope Protection," of the Standard Specifications, except that No. 2 Rock Backing gradation shall be per Section 72 of the Standard Specifications.

All rock shall conform to the following quality requirements:

<i>Test</i>	<i>California Test</i>	<i>Requirement</i>
Apparent Specific Gravity	206	2.5 min.
Absorption	206	4.2% max*
Durability Index	229	52 min.*
 <u>Coarse Durability Index</u>		
% Absorption + 1	=	Durability Absorption Ratio (DAR)

*Based on the formula contained herein, absorption may exceed 4.2% if DAR is greater than 10. Durability Index may be less than 52 if DAR is greater than 24.

Rock Materials. The following grading restrictions shall apply to each type of rock specified:

No. 1 Rock Backing

<u>Rock Size</u>	<u>Percent Smaller Than</u>
16"	100
12"	75-100
8"	0-20
6"	0

No. 2 Rock Backing

<u>Rock Size</u>	<u>Percent Smaller Than</u>
Per Section 72 of the Standard Specifications	

300 lb. Rock
(D50=18")

<u>Rock Size</u>	<u>Percent Smaller Than</u>
27"	100
18"	50
9"	0

1/4 Ton Rock
(D50=21")

<u>Rock Size</u>	<u>Percent Smaller Than</u>
32"	100
21"	50
10"	0

Percentage is based on the number of rocks per size range versus the total number of rocks in any 100 SF area. Rock size shall be measured along the smallest dimension of each rock.

Where 18" thickness of rock layering is designated on the Plans, it shall be interpreted as a nominal thickness. This means that some areas may be 16" thick, some may be 18" and some may be greater than 18" thick. In any case, in any 100 SF area of rock, the average thickness of the rock layering shall not be less than 18".

Rock shall be angular with not fewer than three fractured surfaces and of such shape as to form a stable protective structure after placement. Except for the cobble in Angora Creek, the use of rounded cobbles will not be permitted.

All rock color shall blend with the surroundings and shall not consist of bright, light colors such as light gray, white, or off-white. At least 50% of the rock shall have at least one surface that is weathered (i.e. exhibiting signs of oxidation). Samples of acceptable rock coloring are available for viewing at County of El Dorado Department of Transportation, 924B Emerald Bay Road, in South Lake Tahoe, CA. Contractor shall utilize the rock previously installed as part of the Angora Fire Emergency Rehabilitation Zone D Project (2007) for the proposed riffle structures and rock and willow bank stabilization items within the Angora Creek channel. Any rock left over shall then be used for the rock slope protection. There is approximately 102 cy of No. 1 rock backing and approximately 45 each 300 lb (D50=18") to 1/4 ton (D50=21") rock available on site. Quantities required for the project improvements are estimated to be approximately 135 cy of No. 1 rock backing and approximately 86 each 300 lb to 1/4 ton rock. The existing boulders on site (approximate average of 4 foot diameter, approximately 32 each) to be relocated per the Plans shall not be used for instream structures, rock slope protection, or concreted rock grade control unless prior approval is obtained from Engineer. Due to variations in rock size and placement, the quantity of rock noted above is an estimate only and actual quantities may be different. Contractor is responsible for ensuring an adequate quantity of rock is delivered to the site to complete the various items of work in accordance with the Plans, the Standard Specifications, and these Special Provisions.

Application of erosion control blanket or filter fabric or prior to rock placement shall be performed in accordance with other portions of these Special Provisions and in accordance with applicable Plan details.

All rock for placement in the Angora Creek channel and floodplain shall be thoroughly washed and free of deleterious materials.

Cobble shall be pit run cobble and consist of dense, hard, durable non-friable stone free of organic debris and other deleterious substances. The rock shall be sub-rounded to rounded. Volcanic cinder material shall

not be acceptable. Samples of the proposed clean cobble shall be submitted to the Engineer for approval prior to placement in Angora Creek. Cobble shall be washed and free of all fine aggregate smaller than the No. 4 sieve. Clean cobble shall be graded to conform to the following gradation requirements:

Sieve Sizes	Percentage Passing
8"	100
4"	70-90
3"	40-60
2"	0-15
No. 4	0

Gravel shall be pit run gravel and consist of dense, hard, durable non-friable stone free of organic debris and other deleterious substances. The rock shall be sub-rounded to rounded. Volcanic cinder material shall not be acceptable. Samples of the proposed channel gravel shall be submitted to the Engineer for approval prior to placement in Angora Creek. Gravel shall be washed prior to placement. Clean gravel shall be graded to conform to the following gradation requirements:

Sieve Sizes	Percentage Passing
3"	90-100
1"	40-60
3/4"	20-30
No. 4	10-20
No. 200	0-5

Rock Placement for Rock Slope Protection, Riffle Structures, Rock Bank Stabilization, and existing Rock-Lined Channel reinstallation. On each rock, three perpendicular axes can be identified in three dimensions: a short axis, an intermediate axis, and a long axis. In order to produce the most stable and aesthetic appearing revetment, with a relatively uniform rock surface, rock shall be placed with the short axis in a vertical plane parallel to the face of the slope, the intermediate axis perpendicular to the face of the slope, and the long axis horizontal and parallel to the face of the slope. Each rock shall have a minimum of three points bearing on the rocks below and adjacent. Every effort shall be made to place the rock with the weathered surface exposed.

Rocks shall be placed so as to provide a minimum of voids. The larger rocks shall be placed in the toe course. The rock shall be placed in accordance with the lines and grades as shown on the Plans to form the specified cross section in a roughly regular surface without large cavities or excess projections above the general lines of the rock layer.

Rock placement within Angora Creek shall proceed both from the lowest end towards the upper end and from the center of the channel towards the sides.

Rock Placement for Rock Slope Protection. A footing trench shall be excavated along the toe of slope as shown on the Plans. The larger rocks shall be placed in the footing trench.

Rocks shall be placed with their long axis normal to the embankment face and arranged so that each rock above the foundation course has a 3-point bearing on the underlying rocks. Foundation course is the course placed in the footing trench. Bearing on small rocks which may be used for chinking voids will not be acceptable. Placing of rocks by dumping will not be permitted. Every effort shall be made to place the rock with the weathered surface exposed.

Rock Placement for No. 1 Rock Backing in STs. No. 1 rock backing shall be hand placed within the concrete base.

Cobble and Gravel Placement in Angora Creek. Placement of cobble in Angora Creek shall be conducted in a manner so as not to produce a downstream discharge in violation of TRPA and Lahontan water quality

standards. Placement of cobble and gravel shall follow the lines and grades shown on the Plans and as directed by the Engineer. Place cobble and gravel in such a manner as to produce a relatively uniform graded mass to the thicknesses shown on the Plans. Uniformly distribute the larger stones to produce the required gradation of rock. Clean washed sand shall be used in addition to gravel to fill the voids in the cobble and No. 1 rock backing, where applicable. Ratio of sand to gravel shall not exceed 1 part sand to 2 parts gravel. Measures shall be taken to prevent contamination of rock materials by excavated and/or organic materials. Subgrade shall be uniform with no soil clumps or rocks greater than two inches.

Rock Placement for No. 2 Rock Backing Below the Concreted Rock Grade Control. No. 2 rock backing shall be placed in a manner so as not to produce a downstream discharge in violation of TRPA and Lahontan water quality standards. Placement of No. 2 rock backing shall follow the lines and grades shown on the Plans and as directed by the Engineer. Place No. 2 rock backing in such a manner as to produce a relatively uniform graded mass to the thicknesses shown on the Plans. Uniformly distribute the larger stones to produce the required gradation of rock. Care should be taken to ensure adequate cover is maintained over the relocated water main.

Rock Placement for Concreted Rock Grade Control. Embed the lower course(s) of No. 1 rock backing in concrete with the top course concreted in place up to 1/2 diameter and no less than 1/3 diameter of the rock.

Compensation for furnishing and installing all rock, cobble, gravel, and sand, including washing and all necessary excavation and disposal of excavated material, will be at the contract unit price per various associated items of work and no additional compensation will be allowed therefore.

10-1.22 DISTURBANCE AND REVEGETATION

Except for revegetation efforts to be performed by the Contractor, as designated on the Plans and in these Special Provisions, the CCC, under the direction of County, will perform all revegetation work including, but not limited to, all disturbed slopes, all disturbance behind the curb and gutter, all disturbance within construction limit and filter fencing and staging areas that are disturbed. Attention is directed to Section 10-1.01, "Order of Work," of these Special Provisions for requirements regarding Contractor's cooperation with the CCC.

Contractor shall not disturb any area beyond the construction area limits shown on the Plans and staked and fenced in the field. Should such disturbance occur, Contractor will be liable for the following costs:

1. \$3.65/sq ft revegetation cost to be performed by the CCC's.
2. Provide mitigation of disturbance as required by TRPA.

10-1.23 EROSION CONTROL BLANKET AND FILTER FABRIC

This section applies to the erosion control blanket and filter fabric specified to be placed underneath the various rock-lined structures, grass-lined swales, the Angora Creek channel, and other installations shown on the Plans. The table below outlines the acceptable products for each of the aforementioned applications.

	APPLICATION	PRODUCT
EROSION CONTROL BLANKET	Under Grass-Lined Swale (sod by others).	C125BN as manufactured by North American Green or CF072B as manufactured by Greenfix America, or approved equal.
	Under Rock Slope Protection.	C125 as manufactured by North American Green or Lanklok C2 as manufactured by Propex, or approved equal.
	Type A Coir Fabric: Under Rock and Willow Bank Stabilization, Riffle Structures, Angora Creek Channel Stabilization, No. 2 Rock Backing, Transplanted Harvested	C125BN as manufactured by North American Green or HP90 as manufactured by BonTerra America, or approved equal.

	Sod in Floodplain (limited distance).	
	Type B Coir Fabric: Over Transplanted Harvested Sod in Floodplain, under Rock and Willow Bank Stabilization, Riffle Structures, Angora Creek Channel Stabilization, Wrapping Transplanted Harvested Sod over Concreted Rock Grade Control.	CF4 as manufactured by BonTerra America, or Bio-D Mat 40 as manufactured by RoLanka International, or DeKoWe 400 as manufactured by Belton Industries, or approved equal.
FILTER FABRIC (woven)	At the soil or aggregate base interface with Class 1 Type A or Type B Permeable Material, under Replaced Rock-Lined Channel Rock.	500X as manufactured by Mirafi, or Geotex 200ST as manufactured by Propex, or approved equal.
FILTER FABRIC (non-woven)	Under Concreted Rock Grade Control, at Joint of Bridge End Units and Wingwalls.	160N as manufactured by Mirafi, or 4551 as manufactured by Propex, or approved equal.

The fabric shall be furnished in protective covers capable of protecting the fabric from ultraviolet rays and water. Stakes for Type A and Type B coir fabric shall be hardwood with a notched hook, a minimum length of 18", and placed approximately 3' apart in a diamond pattern. Should the manufacture's specifications for stake requirements and placement be more stringent, those requirements shall apply.

Contractor's attention is directed to Section 10-1.24, "Temporary Erosion Control and Storm Water Pollution Plan (SWPPP)," of these Special Provisions for the filter fabric requirements associated with temporary erosion control measures.

Full compensation for furnishing and installing erosion control blanket and filter fabric as shown on the Plans and as specified in these Special Provisions shall be considered as included in the various items of work, and no additional compensation shall be made therefore.

10-1.24 TEMPORARY EROSION CONTROL AND STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Contractor is advised that, due to the environmental sensitivity of the work area, temporary erosion control provisions of these Specifications will be strictly enforced. It is Contractor's responsibility to determine the effect that temporary erosion control measures will have on construction operations, and to fully account for this effect in the bid price for the work.

Contractor shall attend a pre-grade inspection meeting with TRPA prior to the start of any work, other than temporary erosion control installation. All temporary erosion control facilities shown on the Plans shall be in place prior to any soil disturbance or excavation.

In addition to temporary erosion control facilities shown on the Plans, Contractor shall provide additional temporary erosion control facilities as necessary to prevent adverse water quality impacts.

A fine of \$100/ day will be levied against Contractor for each day Contractor delays in responding to Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices.

Requirements: Temporary erosion control requirements shall be in accordance with Tahoe Regional Planning Agency's "Best Management Practices and Ordinances" and permits for this project, the Lahontan Regional Board Order pertaining to the project, and the California Tahoe Conservancy requirements. Water quality effluent limits must be in accordance 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.

Temporary erosion control shall consist of taking necessary measures to minimize erosion and resulting transport of sediment from graded or disturbed areas into natural or man-made facilities within and outside the project limits. Temporary erosion control shall continue to be effective through the completion of Work and shall be maintained as required during the course of Work.

Contractor shall install and maintain all erosion control measures shown on the plans as well as all measures required by TRPA's permit conditions, including but not limited to Best Management Practices and the following construction/grading conditions:

Construction/Grading Conditions:

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

1. All construction shall be accomplished in strict compliance with the Plans approved by TRPA.
2. The TRPA permit and 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 TRPA.
3. There shall be no grading or land disturbance performed with respect to the project between October 15 and May 1, unless proper approvals are obtained from TRPA, as provided in the limited exemption described in Subsection 4.2.A of the TRPA Code of Ordinances. Approvals from Lahontan are also required.
4. Except as provided in Subsection 64.2.B of the Code of Ordinances, there shall be no grading at 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.
5. Replanting of all exposed surfaces by others, in accordance with the Plans, shall be accomplished within the first growing season following disturbance, unless an approved construction/inspection schedule establishes otherwise.
6. 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.
7. 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.
8. During grading and construction, environmental protection devices such as erosion control devices, dust control, and vegetation protection barriers shall be maintained.
9. 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.

10. Excavated material shall be stored up grade from the excavated areas to the extent possible. No material shall be stored in any stream environment zone (SEZ land capability 1b) or wet areas as shown on Sheet L-1 of the Plans.
11. 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. Construction equipment and vehicles shall be stored on pavement in the area designated on the Plans and in Section 5-1.36, "Storage of Equipment, Materials, Supplies, Etc." of these Special Provisions when not in use.
12. Washing of tires of earth moving equipment/vehicles and washing of concrete equipment shall be allowed only in the areas designated on the Plans for these specific purposes. Cleaning of vehicles or construction equipment for other purposes shall not be permitted within the project area.
13. No vehicles or heavy equipment shall be allowed in any stream environment zone or wet area, except as authorized by TRPA. All construction equipment authorized by TRPA to work in or near SEZ areas must be steam cleaned prior to mobilization to the SEZ area and maintained in clean and good working order with maintenance logs made available to TRPA at their request.
14. All construction sites shall be winterized by October 15 to reduce water quality impacts associated with winter weather as follows:
 - A. For sites that will be inactive between October 15 and May 1:
 - (1) Temporary erosion controls shall be installed;
 - (2) Temporary vegetation protection fencing shall be installed;
 - (3) Disturbed areas shall be stabilized;
 - (4) Onsite construction slash and debris shall be cleaned up and removed;
 - (5) Where feasible, mechanical stabilization and drainage improvements shall be installed; and
 - (6) Spoil piles shall be removed from the site.
 - B. For sites that will be active between October 15 and May 1, in addition to the above requirements:
 - (1) Permanent mechanical erosion control devices shall be installed, including paving of driveway and parking areas; and
 - (2) Parking of vehicles and storage of building materials shall be restricted to paved areas.
15. No Toxic materials shall be treated, stored, disposed of, spilled, or leaked in significant quantities within the project area. Contractor shall submit a Spill Contingency Plan in accordance with Section 5-1.36, "Storage of Equipment, Materials, Supplies, Etc.," of these Special Provisions.
16. No fueling of vehicles shall be done in or near Angora Creek, wetlands, or floodplain. For stationary equipment that must be fueled near these areas, containment precautions shall be provided such that any accidental spilling of fuel shall not enter water, contaminate sediments that may come in contact with water, or affect wetland vegetation.

The following are requirements for Best Management Practices that are to be installed and maintained to provide temporary erosion control prior to and throughout construction:

Sediment Barriers and Erosion Control Devices: Throughout the entire construction period Contractor shall be responsible for insuring that no material eroded from the site leaves the construction area via the conveyance system. Contractor shall provide adequate sediment barriers at all storm drain pipe outlets, sediment traps, and other collection points and provide adequate erosion control at channels and swales that have been graded but coir fabrics, erosion control blanket, or salvaged sod, as applicable, has not been installed. Sediment barriers shall be constructed in accordance with the details shown on the Plans and

include weighted fiber rolls or gravel-filled rolls, filter fence, and rice straw fiber rolls. Erosion control at channels and swales shall be constructed in accordance with the details shown on the Plans and shall consist of visqueen sheeting held in place with gravel bags or gravel-filled rolls.

Contractor shall install and maintain filter fences to intercept and filter sediment-laden runoff water leaving the construction site via overland flow. Care must be taken to insure that all runoff water must pass through, not over, under or around, the filter fence. The filter fence should be constructed from material specified in this section and in a manner to filter the runoff water without overtopping, collapsing, becoming overfilled with sediment, or having runoff flows skirt around the filter fence.

Visqueen sheeting shall be overlapped with the upstream edge over the top of the downstream edge to prevent runoff from flowing underneath the visqueen.

Protection of Existing Trees and Vegetation: Protect existing trees and other vegetation indicated to remain in place, against the following: Unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

At areas inside the drip line of existing tree branches within the construction area tree trunks shall be wrapped with construction limit fence then wrapped with the wooden tree trunk protection in accordance with detail shown on the Plans. Boards for wooden tree trunk protection shall not be nailed to trees and Construction Limit Fence shall be placed along the work area limits and around tree drip line perimeters as shown on the Plans and staked by Engineer.

Contractor shall water trees and other vegetation to remain within limits of contract work, as required, to maintain their health during course of construction operations.

Contractor shall provide protection for roots over 1-1/2" diameter cut during construction operations. Contractor shall coat cut faces with tree seal. Contractor shall temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible. Contractor shall repair or replace, except where noted otherwise in these Special Provisions, trees and vegetation indicated to remain, which are damaged by construction operations, in a manner acceptable to Engineer at Contractor's expense.

Tire Wash Areas: Throughout the entire construction period, Contractor shall ensure that tracking of sediment to public streets outside the project area is minimized by the cleaning all earth moving equipment/vehicles at a tire wash area before leaving the project site (i.e. entering Lake Tahoe Blvd.).

Concrete Wash Areas: Contractor shall ensure that concrete equipment is washed out only at the designated concrete wash areas. The concrete wash area shall be sized for washing all concrete equipment without overtopping the wash area.

Materials:

Gravel Bags shall be non-woven polypropylene geotextile or comparable polymer and shall conform to the following requirements:

Specification	Requirements
Mass per unit area, ounces per square yard, min. ASTM Designation: D 5261	8.0
Grab tensile strength (1 inch grip), pounds, min. ASTM Designation: D4632*	200
Ultraviolet stability, percent tensile strength retained after 500 hours, ASTM Designation: D4355, xenon arc lamp method	70

* or appropriate test method for specific polymer

Gravel bags shall be between 24 inches and 32 inches in length, and between 16 inches and 20 inches in width. Yarn used for binding gravel bags shall be as recommended by the manufacturer or bag supplier and shall be of a contrasting color.

Gravel shall be ½" to 1" and shall be clean and free from clay balls, organic matter, and other deleterious materials. The opening of gravel-filled bags shall be secured to prevent gravel from escaping. Gravel-filled bags shall be between 26 pounds and 45 pounds in mass.

Gravel-filled rolls shall be wrapped in woven high-density polyethylene with heat welded seams and shall contain ¼" gravel.

Filter fence shall be constructed with metal fence posts, #14 gauge chicken wire, and covered with filter fence material, Geotex 2130 as manufactured by Propex, or 100X as manufactured by Mirafi, or approved equal.

Visqueen shall be 6 mil polyethylene sheeting wide enough to cover the swale or channel cross section plus one-foot either side of the top of the swale or channel bank. To contain sediment and control erosion in an emergency (such as a heavy rainstorm), Contractor shall have on site 6 mil polyethylene film in a sufficient amount to cover all spoils. Contractor shall maintain the polyethylene film cover over the stockpile of materials in the staging/storage areas when not accessing the stockpile. The film shall be secured to remain in place during storm events. The costs associated with covering stockpiles of materials and securing the film in place shall be included in the unit prices bid for the various temporary erosion control items with no additional compensation therefore.

Weighted fiber rolls shall be eight inches in diameter and shall consist of a machined mat or blanket of shaved aspen wood curled excelsior with a weighted inner core contained in a photodegradable, extruded, high visibility netting tube with a handle on each end. Eighty percent of the excelsior material shall consist of fibers at least 6 inches in length. The fiber roll shall be contained in a tubular orange-colored netting knotted at each end made from 85% high-density polyethylene and 14% ethyl vinyl acetate with titanium oxide for UV inhibition.

Rice Fiber Rolls (also known as straw wattles) shall be at least eight inches in diameter and shall be an Earth Savers wattle as manufactured by R.H. Dyck, Inc. or Rice Straw Fiber Roll as manufactured by Kristar or approved equal. Wood stakes for securing rice straw fiber rolls shall be untreated fir, redwood, cedar, or pine, shall be cut from sound timber, and shall be straight and free of loose or unsound knots and other defects which would render them unfit for the purpose intended.

Woven Filter Fabric for concrete wash shall be Geotex 2130 as manufactured by Propex, or 100X as manufactured by Mirafi, or approved equal.

Class 1 Types A and B Permeable rock filter shall conform to Section 10-1.10D, "Excavation and Grading," of these Special Provisions.

Tree Protection and Construction Limit Fence shall be constructed with high-density polyethylene open pattern safety barrier fence or metal mesh fence and shall be at least 48 inches high. Additional tree protection where fence cannot be placed at tree dripline shall be 2" x 4" x 8' wooden boards tied together by steel cable or bailing wire laced through staples attached to boards. Wooden fence shall be bound to tree with steel cable or bailing wire. Construction Limit Fence shall be wrapped around the tree trunk prior to wrapping the wooden tree trunk protection around the trunk.

Maintenance of Sediment Barriers:

General

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, Contractor shall 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, or gravel-filled rolls, or rice fiber rolls) after each storm and cleaning or replacing filter materials. The sediment removed shall be disposed of in accordance with Section 10-1.10, "Excavation and Grading," of these Special Provisions.

Specific

Temporary gravel bags shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary gravel bag resulting from Contractor's vehicles, equipment, or operations shall be repaired at Contractor's expense. Gravel bags or gravel-filled rolls shall be replaced when the bag material or roll material is ruptured or when the yarn has failed, allowing the bag contents to spill out.

Filter fence shall be repaired or replaced on the same day when the damage occurs. Damage to the filter fence resulting from Contractor's vehicles, equipment, or operations shall be repaired at Contractor's expense.

Rice straw fiber roll and weighted fiber rolls shall be maintained to disperse concentrated water runoff and to reduce runoff velocities. Split, torn, or unraveling rolls shall be repaired or replaced. Where applicable, broken or split stakes shall be replaced. Sagging or slumping fiber rolls shall be repaired with additional stakes or replaced. Locations where rills and other evidence of concentrated runoff have occurred beneath the rolls shall be corrected. Rice straw fiber roll and weighted fiber rolls shall be repaired or replaced on the same day when the damage occurs. Damage to the temporary fiber rolls resulting from Contractor's vehicles, equipment, or operations shall be repaired at Contractor's expense.

Filter Fabric shall be repaired or replaced the same day damage occurs. Damage to the filter fabric resulting from Contractor's vehicles, equipment, or operations shall be repaired at Contractor's expense.

Maintenance of Tire Wash Areas: Engineer will take periodic turbidity readings of the effluent discharging from the tire wash areas. If effluent limits for turbidity are exceeded, Contractor shall take the appropriate measures to bring the effluent limits into compliance. These measures include flushing the area to remove clogging of gravel bags or gravel-filled rolls and replacing Class 1 Type A Permeable Material filter medium.

Maintenance and replacement of gravel bags or gravel-filled rolls used in Tire Wash Areas shall conform to the requirements outlined above under Maintenance of Sediment Barriers.

Maintenance of Concrete Wash Areas: Contractor shall vector or otherwise clean the concrete wash areas as necessary to prevent overtopping of these facilities and before removing the woven filter fabric when the concrete wash area is no longer needed. Contractor shall remove hardened concrete and dispose of it in accordance with Section 10-1.10, "Excavation and Grading," of these Special Provisions and replace Class 1 Type A Permeable rock filter as necessary to keep the facility functional. After the facility is vectored and hardened concrete is removed, Contractor shall return the facility to a functional condition.

Maintenance and replacement of rice fiber rolls and woven filter fabric used in Concrete Wash Areas shall conform to the requirements outlined above under Maintenance of Sediment Barriers.

Removal: Except where noted otherwise in the Item descriptions, remove temporary erosion control measures only when all permanent structural and permanent erosion control measures have been implemented, and where designated elsewhere in these Special Provisions, upon approval by TRPA. Ground disturbance, including holes and depressions, caused by the installation and removal of the temporary erosion control measures shall be backfilled and compacted.

Payment for compliance with this section shall be considered as included in the applicable Items and no additional compensation will be made therefore.

10-1.25 CLEANUP

This section describes the cleanup of construction areas associated with the erosion control construction:

Cleanup and Dressing: After all of the work indicated on the Plans and Specifications is complete and before final acceptance of the project, the entire construction site including areas used for storage of supplies and equipment shall be neatly finished to the lines and grades shown on the Plans. Slopes shall be graded so as to produce a slightly roughened (natural) appearance without damaging the existing or new improvements, trees, and shrubs.

Machine dressing shall be supplemented by hand work as necessary. At the completion of dressing, the project shall appear uniform in all respects. Trash of any kind shall be removed from the construction site

and disposed of at Contractor's expense and all culverts shall be cleaned, unless otherwise directed by Engineer. All temporary erosion control devices shall be cleaned first and then removed unless noted otherwise. All pavement surfaces whether new or old shall be thoroughly cleaned by watering and sweeping.

No direct compensation shall be paid for cleanup work and Contractor shall include cleanup work as a part of the items of work.

10-1.26 SHORING AND EXCAVATION PLAN

Attention is directed to Sections 5-1.02A, "Excavation and Safety Plans," and 7-1.01E, "Trench Safety," of the Standard Specifications and OSHA 29 CFR Part 1926 Construction Industry Regulations and these Special Provisions.

Contractor shall provide a safe means of egress in trenches/excavations five (5) feet deep and greater by the use of sheeting, shoring and bracing, sloping the sides of the trenches/excavations, or equivalent method.

Contractor shall submit a detailed plan showing the design of the sheeting, shoring and bracing, or equivalent method which Contractor proposes to use during construction to Engineer in accordance with Section 5-1.02A, "Excavation Safety Plans," of the Standard Specifications, except that this plan shall be submitted to Engineer within five (5) working days prior to any proposed work requiring protection. No excavation or trenching requiring protection shall commence until the "Shoring and Excavation Plan" is acknowledged by Engineer.

Nothing in this provision shall be construed to impose tort liability on County or any of its employees.

Unless sloping the sides of the trench/excavation causes no disturbance to existing monuments, the existing adjacent slopes and vegetation, and does not extend beyond County right-of-way and/or the construction limit fence, Contractor shall shore or brace the trenches/excavations.

The costs associated with installing sheeting, shoring and bracing, sloping the sides of the trenches/excavations or equivalent method for trenches/excavations five feet deep and greater shall be paid for in accordance with the lump sum price bid for Item "Trench and Excavation Safety" and no additional compensation will be made. Contractor's attention is directed to Section 5-1.50, "Local, State, and Federal Agencies' Conditions of Approval and Permits," of these Special Provisions regarding permitting and Section 10-1.22, "Disturbance and Revegetation," of these Special Provisions regarding violation of the above requirements such that disturbance results.

10-1.27 TIMBER REMOVAL PRACTICES

1. Prior to timber harvest, all project temporary erosion control devices must be in place.
2. All care must be taken to minimize damage to trees and other vegetation not marked for removal. If such occurs, damaged vegetation will be removed at Contractor expense. Revegetation of the area will be in accordance with Section 10-1.22, "Disturbance and Revegetation," of these Special Provisions.
3. Contractor shall be liable for damage to utility service lines, fences or other structures.
4. Trees shall be felled to minimize disturbance to surrounding vegetation and traffic flow.
5. Contractor shall be responsible for all traffic control during timber harvest where applicable in accordance with the California MUTCD. This shall include, but is not limited to, two flaggers in constant eye or radio contact. Contractor shall also coordinate traffic control with the emergency service providers.
6. Trees noted to be removed must be cut to stump height sufficient for subsequent easy stump removal to a depth of 2 feet below the bottom of the proposed improvements if the stump and roots will interfere with the installation of the improvements.

7. Within an SEZ, trees to be removed must be felled, bucked to firewood length, and the green wood covered tightly with plastic and left in place, if not removed within 48 hours. Tree removal from the area shall occur when soil is dry and stable. Lengths shall be winched out, lifted with a cherry picker, or carried by hand. All equipment used for tree removal shall be in accordance with Section 10-1.13, "Equipment Specifications."
8. All wood products for resale must be removed from the site prior to resale.
9. All trees marked for removal must be removed from the site within 48 hours to reduce the spread of insects.
10. Contractor is responsible for complete site cleanup, including slash disposal. No slash may be stored or burned on site.

Other Requirements:

1. Contractor shall obtain a Timber Operator's License from the California Department of Forestry and Fire Protection (CAL FIRE) prior to starting work if the fuel wood or timber is to be sold.
2. Contractor must meet all County requirements for comprehensive and liability insurance prior to starting work.

10-1.28 WATER MAIN

The 12" diameter PVC C-900 water main shall be in accordance with Section 10-1.17, "Culvert, CMP Structures, Perforated Pipe, and Water Main."

Fittings

Fittings for the 12" PVC C-900 water main shall be ductile iron. Fittings shall be properly sized for the dimensions of the pipe being used. Ductile iron fittings shall be as specified in ANSI A 21.10 (AWWA C110), of the same pressure rating and same joint configuration as the pipe with which they are to be used. All fittings shall be smooth cement-lined in accordance with ANSI A 21.4 (AWWA C104). Special attention shall be given to bare metal. All lining shall extend to the faces of flanges, to the end of spigots, or to the shoulder of hubs, as applicable. In addition, all fittings shall be coated inside and outside with bituminous material. Fittings shall be carefully handled during loading, unloading, and installation. No fitting shall be dropped from cars or trucks to the ground but shall be carefully lowered to the ground by mechanical means. In shipping, fittings shall be blocked in such a manner as to prevent damage to castings or cement lining. Any broken or chipped lining shall be carefully patched to the satisfaction of the Engineer. Where it is impossible to repair broken or damaged lining because of its size, the fittings shall be rejected as unfit for use. Fittings shall not be dropped or pounded to fit grade.

Restrained joints shall be used at all locations where water main changes direction. Restraints for PVC pipe shall be as manufactured by EBBA Iron Sales, Ford, Romac, or equal.

Interties

This section covers new valves and fittings to be installed where new pipelines intertie with existing water systems. Fittings shall be flanged or mechanical joint as shown on the Plans and indicated in the Specifications as specified in ANSI A 21.10 (AWWA C110), and ANSI A 21.4 (AWWA C104). Fittings shall include all tees, crosses, reducers, elbows and valves as shown on project drawings for piping interties and shall include all nuts, bolts and gaskets necessary for the installation requirements as specified in AWWA C110-97 Appendix A and these Special Provisions. Where flanged fittings are shown on project drawings or details and specified for system interties between new and existing pipelines, the transition between flanged fittings and all piping shall be made by use of approved flanged mechanical joint coupling adapters or other approved fittings suitable for the application.

All flange and flange bolts to be buried shall receive a protective coating in accordance with this section.

Petrolatum tape wrap shall be plastic fiber felt saturated with petrolatums, plasticizers, and corrosion inhibitors such as TRENTON No. 1 Wax Tape as manufactured by TRENCON Corporation of Ann Arbor, Michigan, or approved equal. The final protective coating shall be a "rock-shield" type material, TRENTON Guard Wrap or poly-ply as manufactured by the TRENTON Corporation of Ann Arbor, Michigan, or approved equal.

Pipe Leakage Test

All pipe shall be tested for leakage for a minimum duration of 2 hours at 150 PSI and measured at the lowest point in the line. Any sections of the pipelines indicating more than the allowable leakage shall be repaired and retested until the leakage is less than the allowable indicated below. The leakage test shall be made after backfilling and prior to precast bridge system installation. Any visible leaks shall also be repaired.

Pressure Test with Maximum Leakage Allowance

- A. Pressure test piping after completion of visible leaks test during water absorption period.
- B. Accurately measure the makeup water necessary to maintain the pressure in the piping section under test during the pressure test period.
 - 1) Successful completion of the pressure test with maximum leakage allowance shall have been achieved when the observed leakage during the test period is equal or less than the allowable leakage and no damage to piping and appurtenances has occurred.
 - 2) Calculate the allowable leakage by the following formula:

$$L = (S \times D \times (P)^{1/2}) / 133,200$$

Wherein the terms shall mean:

L = Allowable leakage in gallons per hour.

S = Length of the test section in feet.

D = Nominal diameter of the piping in inches.

P = Average observed test pressure in pounds per square inches, gauge, at the lowest point of the test section, corrected for elevation of the pressure gauge.

x = The multiplication symbol.

Sterilization

All equipment and pipelines intended to carry potable water shall be sterilized before placing in service. Sterilization, disinfection and bacteriological testing of new or repaired water mains shall be performed in accordance with the guidelines provided by the American Water Works Association, Standard C651-05 in addition to the standards written below.

Flushing

Before sterilization, flush all foreign matter from equipment and pipeline. Provide hoses, temporary pipes, ditches, etc., as required to dispose of flushing water without damage to adjacent properties. Flushing velocities shall be at least 2.5 fps. For large diameter pipe where it is impractical or impossible to flush the pipe at 2.5 fps velocity, clean the pipeline in place from the inside by brushing and sweeping, then flush the line at a lower velocity. Water used for sterilization may be discharged into South Lake Tahoe Public Utility District's (STPUD) sanitary sewer manhole at the project site with prior approval from STPUD. During any discharge into the STPUD's sewer system, the Contractor shall provide monitoring to assure against surcharging the system.

Strict adherence to all sections of AWWA standard C651-05 is required. Section 5.1.1 shall be followed as written except that at least two samples, obtained on successive days, shall be collected from the new main and each branch.

The new or repaired main shall be approved as disinfected when all of the following have been achieved:

1. The chlorinated water is retained in the pipeline for at least 24-hours. At the end of the 24-hour period, the treated water in all portions of the main shall have a residual of not less than 10 mg/L free chlorine. If water temperature is less than 5 degrees C. (41 degrees F.), the time required for the chlorinated water to remain in the pipeline shall be no less than 48-hours.
2. All valves and hydrants in the treated section shall be operated during the 24-hour chlorination period to disinfect the appurtenances.
3. Before bacteriological sampling, the main is to be flushed so that the total chlorine residual is no greater than that currently in the water distribution system.
4. Bacteriological tests on two successive days must be negative for total coliform organisms.

All chlorine and bacteriological sampling and testing is to be performed by the STPUD laboratory personnel. The time required for completing the bacteriological testing is at least 3 days and can require up to 5 days. If the results show the presence of coliform organisms, more time will be required for further disinfection and testing. Flushing of the disinfected water main may take considerable time and should be considered in scheduling work. The laboratory shall be notified at least 24-hours prior to initial disinfection. The Contractor shall provide personnel to assist STPUD lab personnel to obtain samples.

SECTION 11. (NOT USED)

SECTION 12. (NOT USED)

SECTION 13. (NOT USED)

SECTION 14. FEDERAL PREVAILING WAGES

14-1.01 GENERAL

The work will be funded, in part, with Federal funds. The Federal Minimum Wages North are included hereinafter and incorporated by reference, and are intended to comply with the federal requirements for partially federally funded projects, where applicable.

FEDERAL PREVAILING WAGES

General Decision Number: CA100009 03/12/2010 CA9

Superseded General Decision Number: CA20080009

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

Modification Number	Publication Date
0	03/12/2010

* ASBE0016-001 01/01/2010

AREA 1: ALAMEDA, CONTRA COSTA, LAKE, MARIN, MENDOCINO, MONTEREY, NAPA, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, & SONOMA COUNTIES

AREA 2: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONO, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN JOAQUIN, SHASTA, SIERRA, SISKIYOU, STANISLAU, SUTTER, TEHEMA, TRINITY, TULARE, TUOLUMNE, 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.....	\$ 50.43	16.66
Area 2.....	\$ 39.78	16.66

* ASBE0016-007 01/01/2010

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal,		

Angora Creek Fisheries/SEZ Enhancement Project
 Contract No. PW 09-30486, CIP #95161
 March 2010

Area 1.....	\$ 21.08	8.62
Area 2.....	\$ 21.16	11.02
Area 3.....	\$ 21.34	10.89
Area 4.....	\$ 20.83	10.37
Tile Layer		
Area 1.....	\$ 35.95	10.42
Area 2.....	\$ 34.31	12.12
Area 3.....	\$ 38.51	12.17
Area 4.....	\$ 35.35	12.12

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

 BRCA0003-014 08/01/2008

	Rates	Fringes
MARBLE MASON.....	\$ 39.22	18.58

 CARP0034-001 07/01/2009

	Rates	Fringes
Diver		
Assistant Tender, ROV		
Tender/Technician.....	\$ 35.75	24.16
Diver standby.....	\$ 40.33	24.16
Diver Tender.....	\$ 39.33	24.16
Diver wet.....	\$ 80.66	24.16
Manifold Operator (mixed gas).....	\$ 44.33	24.16
Manifold Operator (Standby).....	\$ 39.33	24.16

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.

 CARP0034-003 07/01/2009

	Rates	Fringes
Piledriver.....	\$ 35.75	24.16

 CARP0035-001 08/01/2009

AREA 1: MARIN, NAPA, SOLANO & SONOMA

AREA 3: SACRAMENTO

AREA 4: ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA, PLACER, PLUMAS, SHASTA, SIERRA, SISKIYOU, SUTTER, TEHAMA, TRINITY, YOLO & YUBA

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 36.50	21.40
Area 3.....	\$ 30.22	21.40
Area 4.....	\$ 29.77	21.40
Drywall Stocker/Scrapper		
Area 1.....	\$ 18.25	13.29
Area 3.....	\$ 15.11	13.29
Area 4.....	\$ 14.89	13.29

 CARP0035-004 07/01/2009

AREA 1: Marin, Napa, Solano, Sonoma Counties

AREA 3: Sacramento

AREA 4: Alpine, Amador, Butte, Colusa, El Dorado, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Yolo, Yuba counties

	Rates	Fringes
Carpenters:		
AREA 1:		
(1) Carpenter.....	\$ 36.50	20.96
(2) Hardwood Floor Layer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 36.65	20.96
(3) Bridge Builder.....	\$ 36.50	20.96
(4) Millwright.....	\$ 36.60	22.55
AREA 3:		
(1) Carpenter.....	\$ 29.72	20.96
(2) Hardwood Floor Layer,		

Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 29.87	20.96
(3) Bridge Builder.....	\$ 36.50	20.96
(4) Millwright.....	\$ 32.22	22.55
AREA 4:		
(1) Carpenter.....	\$ 29.27	20.96
(2) Hardwood Floor Layer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....	\$ 29.42	20.96
(3) Bridge Builder.....	\$ 36.50	20.96
(4) Millwright.....	\$ 31.77	22.55

 CARP0035-010 07/01/2009

AREA 1: Marin, Napa, Solano & Sonoma Counties

AREA 2: 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.....	\$ 21.60	13.89
Installer II.....	\$ 18.17	13.89
Lead Installer.....	\$ 25.05	14.39
Master Installer.....	\$ 29.27	14.39
Area 2		
Installer I.....	\$ 18.00	13.89
Installer II.....	\$ 15.23	13.89
Lead Installer.....	\$ 20.80	14.39
Master Installer.....	\$ 24.22	14.39

 ELEC0006-002 12/01/2008

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 29.87	3%+11.95
Technician.....	\$ 34.01	3%+11.95

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.

ELEC0180-001 06/01/2009

NAPA AND SOLANO COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 45.84	3%+17.91
ELECTRICIAN.....	\$ 40.75	3%+17.91

ELEC0340-002 12/01/2009

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

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 24.13	3%+10.15
Sound & Communications		
Technician.....	\$ 27.75	3%+10.15

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.

ELEC0340-003 12/01/2009

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.....	\$ 38.43	3%+12.45
Sierra Army Depot, Herlong..	\$ 48.04	3%+12.45
Tunnel work.....	\$ 40.35	3%+12.45

CABLE SPLICER: Receives 110% of the Electrician basic hourly
rate.

ELEC0401-005 12/01/2009

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.....	\$ 35.40	13.02+3%

ELEC0551-004 06/01/2009

MARIN AND SONOMA COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	3%+13.00

ELEC0659-006 01/01/2010

MODOC and SISKIYOU COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 29.78	3%+13.30

ELEC0659-008 08/01/2009

MODOC & SISKIYOU COUNTIES

	Rates	Fringes
Line Construction		
(1) Cable Splicer.....	\$ 46.41	12.39
(2) Lineman, Pole Sprayer, Heavy Line Equipment Man....	\$ 41.44	12.28
(3) Tree Trimmer.....	\$ 29.12	9.43
(4) Line Equipment Man.....	\$ 35.64	9.86
(5) Powdermen, Jackhammermen.....	\$ 31.08	9.48
(6) Groundman.....	\$ 29.01	9.42

ELEC1245-004 06/01/2009

ALL COUNTIES EXCEPT MODOC & SISKIYOU

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer..	\$ 44.47	13.11
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 35.52	12.07
(3) Groundman.....	\$ 27.17	11.82
(4) Powderman.....	\$ 39.71	12.23

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

ELEV0008-001 01/01/2010

Rates	Fringes
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ELEVATOR MECHANIC.....\$ 54.89 20.035

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.

ENGI0003-008 07/01/2009

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 38.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 33.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 32.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 29.56	22.58
AREA 2:		
(1) Leverman.....	\$ 40.94	22.58
(2) Dredge Dozer; Heavy duty repairman.....	\$ 35.98	22.58
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 34.86	22.58
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler..	\$ 31.56	22.58

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: Al 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

* ENGI0003-018 06/29/2009

"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		
(Undefined) (AREA 1:)		
GROUP 1.....	\$ 37.77	21.69
GROUP 2.....	\$ 36.24	21.69
GROUP 3.....	\$ 34.76	21.69
GROUP 4.....	\$ 33.38	21.69
GROUP 5.....	\$ 32.11	21.69
GROUP 6.....	\$ 30.79	21.69
GROUP 7.....	\$ 29.65	21.69
GROUP 8.....	\$ 28.51	21.69
GROUP 8-A.....	\$ 28.30	21.69
OPERATOR: Power Equipment		
(Undefined) (Cranes and		
Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 38.65	21.69
Oiler.....	\$ 29.39	21.69
Truck crane oiler.....	\$ 31.68	21.69
GROUP 2		
Cranes.....	\$ 36.89	21.69
Oiler.....	\$ 29.18	21.69
Truck crane oiler.....	\$ 31.42	21.69
GROUP 3		
Cranes.....	\$ 35.14	21.69
Hydraulic.....	\$ 30.79	21.69
Oiler.....	\$ 28.90	21.69
Truck Crane Oiler.....	\$ 31.18	21.69
OPERATOR: Power Equipment		

(Undefined) (Piledriving -
AREA 1:)

GROUP 1		
Lifting devices.....	\$ 38.99	21.69
Oiler.....	\$ 29.73	21.69
Truck crane oiler.....	\$ 32.01	21.69
GROUP 2		
Lifting devices.....	\$ 37.17	21.69
Oiler.....	\$ 29.46	21.69
Truck Crane Oiler.....	\$ 31.76	21.69
GROUP 3		
Lifting devices.....	\$ 35.49	21.69
Oiler.....	\$ 29.24	21.69
Truck Crane Oiler.....	\$ 31.47	21.69
GROUP 4.....	\$ 33.72	21.69
GROUP 5.....	\$ 31.08	21.69
GROUP 6.....	\$ 28.85	21.69

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

GROUP 1		
Cranes.....	\$ 39.62	21.69
Oiler.....	\$ 30.07	21.69
Truck Crane Oiler.....	\$ 32.30	21.69
GROUP 2		
Cranes.....	\$ 37.85	21.69
Oiler.....	\$ 29.80	21.69
Truck Crane Oiler.....	\$ 32.08	21.69
GROUP 3		
Cranes.....	\$ 36.37	21.69
Hydraulic.....	\$ 31.42	21.69
Oiler.....	\$ 29.58	21.69
Truck Crane Oiler.....	\$ 31.81	21.69
GROUP 4.....	\$ 34.35	21.69
GROUP 5.....	\$ 33.05	21.69

OPERATOR: Power Equipment
(Undefined) (Tunnel and
Underground Work - AREA 1:)

SHAFTS, STOPES, RAISES:		
GROUP 1.....	\$ 33.87	21.69
GROUP 1-A.....	\$ 36.34	21.69
GROUP 2.....	\$ 32.61	21.69
GROUP 3.....	\$ 31.28	21.69
GROUP 4.....	\$ 30.14	21.69
GROUP 5.....	\$ 29.00	21.69
UNDERGROUND:		
GROUP 1.....	\$ 33.77	21.69
GROUP 1-A.....	\$ 36.24	21.69
GROUP 2.....	\$ 32.51	21.69
GROUP 3.....	\$ 31.18	21.69
GROUP 4.....	\$ 30.04	21.69
GROUP 5.....	\$ 28.90	21.69

FOOTNOTE: Work suspended by ropes or cables, or work on a
Yo-Yo Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled

compactor with dozer; Tractor with boom D6 or smaller;
Trenching machine, maximum digging capacity over 5 ft.
depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper;
Boom- type backfilling machine; Assistant plant engineer;
Bridge and/or gantry crane; Chemical grouting machine,
truck-mounted; Chip spreading machine operator; Concrete
saw (self-propelled unit on streets, highways, airports and
canals); Deck engineer; Drilling equipment Texoma 600,
Hughes 200 Series or similar up to and including 30 ft.
m.r.c.; Drill doctor; Helicopter radio operator;
Hydro-hammer or similar; Line master; Skidsteer loader,
Bobcat larger than 743 series or similar (with
attachments); Locomotive; Lull hi-lift or similar; Oiler,
truck mounted equipment; Pavement breaker, truck-mounted,
with compressor combination; Paving fabric installation
and/or laying machine; Pipe bending machine (pipelines
only); Pipe wrapping machine (tractor propelled and
supported); Screed (except asphaltic concrete paving);
Self- propelled pipeline wrapping machine; Soils &
materials tester; 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; Truck-mounted
rotating telescopic boom type lifting device, Manitex or
similar (boom truck) - 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
mahcine (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

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; 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;

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

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

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: 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

* ENGI0003-019 06/29/2009

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment		
(Undefined) (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1.....	\$ 28.64	20.53
AREA 2.....	\$ 30.64	20.53
GROUP 2		
AREA 1.....	\$ 25.04	20.53
AREA 2.....	\$ 27.04	20.53
GROUP 3		
AREA 1.....	\$ 20.43	20.53
AREA 2.....	\$ 22.43	20.53

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County
Area 2: Remainder

MADERA COUNTY

Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts
Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County
Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the 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

IRON0002-004 07/01/2009

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 26.58	15.24
Ornamental, Reinforcing and Structural.....	\$ 33.00	23.71

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

* LABO0067-002 12/01/2008

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENDOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA,

STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
Areas A & B.....	\$ 18.08	6.60
LABORER - UNDEFINED (Lead Removal)		
Area A.....	\$ 34.15	6.11
Area B.....	\$ 33.15	6.11

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

 * LABO0067-003 07/01/2009

AREA A: ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO & SANTA CLARA

AREA B: ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, DEL NORTE, EL DORADO, FRESNO, GLENN, HUMBOLDT, KINGS, LAKE, LASSEN, MADERA, MARIPOSA, MENOCINO, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SANCRMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SIERRA, SHASTA, SISKIYOU, SOLANO, SONOMA, STANISLAUS,TEHAMA,TRINITY, TULARE, TUOLUMNE, YOLO & YUBA COUNTIES

	Rates	Fringes
LABORER - UNDEFINED (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A.....	\$ 26.89	14.93
Area B.....	\$ 25.89	14.93
Traffic Control Person I		
Area A.....	\$ 27.19	14.93
Area B.....	\$ 26.19	14.93
Traffic Control Person II		
Area A.....	\$ 24.69	14.93
Area B.....	\$ 23.69	14.93

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.

 LABO0067-006 06/29/2009

AREA "A" - ALAMEDA, CONTRA COSTA, MARIN, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA, EL DORADO, FRESNO, GLENN, KINGS, LASSEN, MADERA, MARIPOSA, MERCED, MODOC, MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU, SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY, TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

	Rates	Fringes
Laborers: (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist		
Group.....	\$ 27.84	14.93
GROUP 1.....	\$ 27.14	14.93
GROUP 1-a.....	\$ 27.36	14.93
GROUP 1-c.....	\$ 27.19	14.93
GROUP 1-e.....	\$ 27.69	14.93
GROUP 1-f.....	\$ 27.72	14.93
GROUP 1-g (Contra Costa County).....	\$ 27.34	14.93
GROUP 2.....	\$ 26.99	14.93
GROUP 3.....	\$ 26.89	14.93
GROUP 4.....	\$ 20.58	14.93

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

Laborers: (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist		
Group.....	\$ 26.84	14.93
GROUP 1.....	\$ 26.14	14.93
GROUP 1-a.....	\$ 26.36	14.93
GROUP 1-c.....	\$ 26.19	14.93
GROUP 1-e.....	\$ 26.69	14.93
GROUP 1-f.....	\$ 26.72	14.93
GROUP 2.....	\$ 25.99	14.93
GROUP 3.....	\$ 25.89	14.93
GROUP 4.....	\$ 19.58	14.93

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

Laborers: (GUNITES - AREA A:)		
GROUP 1.....	\$ 28.10	14.93
GROUP 2.....	\$ 27.60	14.93
GROUP 3.....	\$ 27.01	14.93
GROUP 4.....	\$ 26.89	14.93

Laborers: (GUNITES - AREA B:)		
GROUP 1.....	\$ 27.10	14.93
GROUP 2.....	\$ 26.60	14.93
GROUP 3.....	\$ 26.01	14.93
GROUP 4.....	\$ 25.89	14.93

Laborers: (WRECKING - AREA A:)		
GROUP 1.....	\$ 27.14	14.93
GROUP 2.....	\$ 26.99	14.93

Laborers: (WRECKING - AREA B:)		
GROUP 1.....	\$ 26.14	14.93
GROUP 2.....	\$ 25.99	14.93

Landscape Laborer (GARDENERS, HORTICULTURAL & LANDSCAPE

LABORERS - AREA A:)		
(1) New Construction.....\$ 26.89		14.93
(2) Establishment Warranty		
Period.....\$ 20.58		14.59
Landscape Laborer (GARDENERS, HORTICULURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction.....\$ 25.89		14.93
(2) Establishment Warranty		
Period.....\$ 19.58		14.59

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive \$0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucket; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller;

Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above Group 1 wage rates. "Sewer cleaner" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shall receive \$5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive \$.25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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".

GUNITE LABORER CLASSIFICATIONS

- GROUP 1: Structural Nozzleman
- GROUP 2: Nozzleman, Gunman, Potman, Groundman
- GROUP 3: Reboundman
- GROUP 4: Gunite laborer

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)

LABO0067-010 06/29/2009

Rates Fringes

Tunnel and Shaft Laborers:

GROUP 1.....	\$ 33.35	14.93
GROUP 2.....	\$ 33.12	14.93
GROUP 3.....	\$ 32.87	14.93
GROUP 4.....	\$ 32.42	14.93
GROUP 5.....	\$ 31.88	14.93
Shotcrete Specialist.....	\$ 33.87	14.93

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

LABO0073-001 07/01/2007

	Rates	Fringes
Plasterer tender.....	\$ 26.17	12.68

* LABO0139-002 07/01/2009

NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
LABORER - UNDEFINED (Brick)		
Mason Tender-Brick.....	\$ 27.28	14.93

* LABO0185-002 07/01/2009

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
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LABORER - UNDEFINED
 Mason Tender-Brick.....\$ 27.03 14.93

 * LABO0291-001 07/01/2009

MARIN COUNTY

	Rates	Fringes
LABORER - UNDEFINED		
Mason Tender-Brick.....	\$ 28.28	14.93

 PAIN0016-004 07/01/2009

MARIN, NAPA, SOLANO & SONOMA COUNTIES

	Rates	Fringes
Painters:.....	\$ 34.00	15.87

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

 PAIN0016-005 01/01/2010

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.....	\$ 36.53	14.78

 PAIN0016-007 01/01/2010

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:.....	\$ 29.82	12.72

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.

PAIN0016-008 01/01/2010

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 43.66	14.82

PAIN0169-004 01/01/2010

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.....	\$ 41.51	17.66

* PAIN0567-001 07/01/2009

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.....	\$ 24.89	7.85
Spray Painter & Paperhanger.	\$ 25.74	7.85

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.

PAIN0567-007 07/01/2009

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.....	\$ 26.41	9.85

 PAIN0567-010 07/01/2009

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.....	\$ 26.54	8.95
(2) Steeplejack - Taper, over 40 ft with open space below.....	\$ 28.04	8.95

 PAIN0767-004 07/01/2009

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.....	\$ 33.53	16.20

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.

 PAIN1176-001 07/01/2009

HIGHWAY IMPROVEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 29.44	12.51
GROUP 2.....	\$ 24.23	12.51
GROUP 3.....	\$ 24.86	12.51

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

PAIN1237-001 01/01/2010

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.....	\$ 30.54	13.39

PLAS0300-003 07/01/2009

	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.....	\$ 32.82	15.10
AREA 355: Marin, Napa & Sonoma Counties.....	\$ 32.82	15.30

PLAS0300-005 07/01/2006

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.88	15.03

PLUM0038-002 07/01/2009

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, and schools.....\$ 40.03 32.23
 (2) All other work.....\$ 47.11 34.39

 PLUM0038-006 07/01/2009

MARIN & SONOMA COUNTIES

	Rates	Fringes
Landscape/Irrigation Fitter (Underground/Utility Fitter).....	\$ 40.03	28.43

 PLUM0228-001 01/01/2010

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

	Rates	Fringes
PLUMBER.....	\$ 35.70	19.28

 PLUM0343-001 07/01/2009

NAPA AND SOLANO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER		
Light Commercial.....	\$ 30.60	17.10
All Other Work.....	\$ 43.70	20.25

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.

 PLUM0350-001 01/01/2007

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

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 25.93	15.02

 PLUM0355-001 07/01/2009

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.....	\$ 27.35	6.85

 PLUM0442-003 01/01/2010

AMADOR (South of San Joaquin River) and ALPINE COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 35.70	19.78

 PLUM0447-001 07/01/2009

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.....	\$ 39.82	15.65
Light Commercial Work.....	\$ 29.78	9.57

 ROOF0081-006 08/01/2009

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
Rofer.....	\$ 30.95	12.65

 ROOF0081-007 08/01/2009

ALPINE, BUTTE, COLUSA, EL DORADO, GLENN, LASSEN, MODOC, NEVADA,
 PLACER, PLUMAS, SACRAMENTO, SHASTA, SIERRA, SISKIYOU, SUTTER,
 TEHAMA, TRINITY, YOLO, AND YUBA COUNTIES

	Rates	Fringes
Rofer.....	\$ 26.77	13.93

SFCA0483-003 01/01/2010

MARIN, NAPA, SOLANO AND SONOMA COUNTIES

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 48.59	20.55

SFCA0669-003 01/01/2009

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.....	\$ 32.65	16.05

SHEE0104-006 07/01/2009

MARIN, NAPA, SOLANO SONOMA & TRINITY COUNTIES

	Rates	Fringes
Sheet Metal Worker Mechanical Contracts \$200,000 or less.....	\$ 43.32	26.40
All other work.....	\$ 47.73	26.67

SHEE0104-014 07/01/2009

MARIN, NAPA, SOLANO, SONOMA AND TRINITY COUNTIES

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only).....	\$ 33.43	24.31

SHEE0162-006 07/01/2009

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

	Rates	Fringes
SHEET METAL WORKER.....	\$ 36.31	21.61

SHEE0162-007 01/01/2010

ALPINE COUNTY

	Rates	Fringes
SHEET METAL WORKER.....	\$ 31.81	19.68

SHEE0162-008 07/01/2009

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).....	\$ 27.90	20.89

SHEE0162-014 07/01/2009		

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

	Rates	Fringes
SHEET METAL WORKER		
Mechanical Jobs \$200,000 & under.....	\$ 27.90	20.89
Mechanical Jobs over \$200,000.....	\$ 36.31	21.61

TEAM0094-001 07/01/2009		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 27.13	18.99
GROUP 2.....	\$ 27.43	18.99
GROUP 3.....	\$ 27.73	18.99
GROUP 4.....	\$ 28.08	18.99
GROUP 5.....	\$ 28.43	18.99

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.
 Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

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