

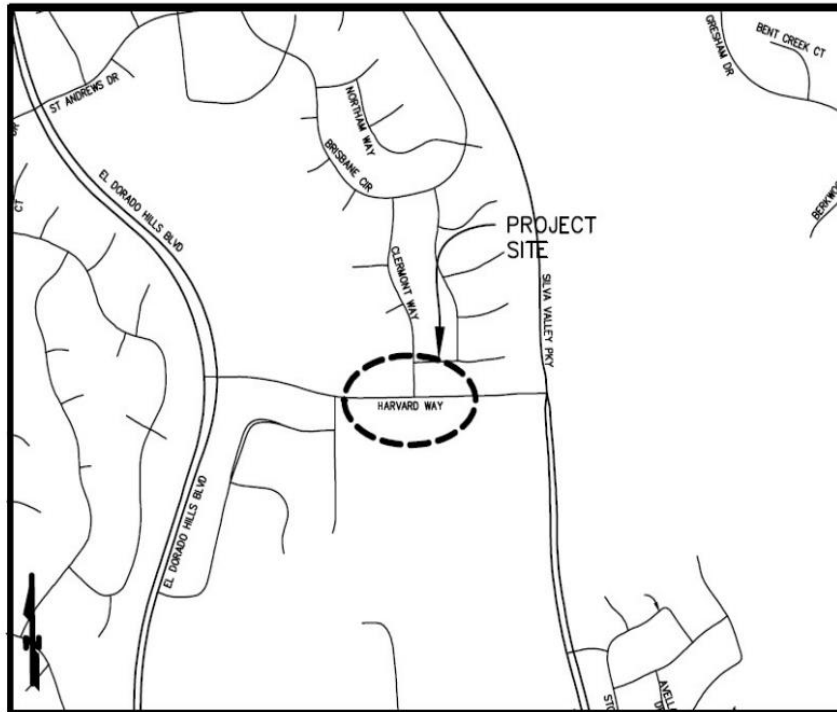
**COUNTY OF EL DORADO, CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**CONTRACT DOCUMENTS**

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

**Harvard Way at Clermont Way Intersection Improvements**

CONTRACT NO. 8045/ CIP NO. 36105080



LOCATION MAP

NOT TO SCALE

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

**BID OPENING DATE: April 8, 2024**

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

**CONTRACT DOCUMENTS**

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

**Harvard Way at Clermont Way Intersection Improvements**

**March 19, 2024**

**CONTRACT NO. 8045 / CIP NO. 36105080**

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



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

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

Harvard Way at Clermont Way Intersection Improvements  
Contract No. 8045 / CIP No. 36105080

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**COUNTY OF EL DORADO, CALIFORNIA**

**DEPARTMENT OF TRANSPORTATION**

**NOTICE TO BIDDERS**

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

**HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS**  
**CIP NO. 36105080, CONTRACT No. 8045**

will be received by the County of El Dorado, Department of Transportation (Department of Transportation), through Quest Construction Data Network (Quest) until **April 8, 2024 at 2:00 P.M.**, at which time bids will be publicly opened and read by the Department of Transportation. The bid opening will take place virtually through Microsoft Teams. The virtual bid meeting can be accessed via the following: <http://tinyurl.com/HarvardAtClermont> / Meeting ID: 290 410 964 418 / Passcode: jHxe3q / Call in (audio only): 530-447-0967, phone conference ID: 235 102 133#.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids must be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado, Department of Transportation through Quest Construction Data Network (Quest). **The Proposal including the Bidder's Security, Form 590, and Payee Data Record shall be submitted through the Quest website for Project #8913376.**

**LOCATION/DESCRIPTION OF THE WORK:** The Project is located at Harvard Way and Clermont Way, in El Dorado Hills in the County of El Dorado. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Altering an existing intersection to include traffic signals and turn pockets. Work to include installation of ADA, ramps, traffic signals, striping, and paving. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.
- B. Bids are required for the entire Work described herein.
- C. The Contract time is SIXTY (60) WORKING DAYS.
- D. For bonding purposes, the anticipated Project cost is less than \$1,700,000.
- E. A pre-bid meeting is scheduled for this Project on **March 27, 2024 at 2:00 p.m.** at the County of El Dorado, Department of Transportation, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. State requirements for masks and social distancing will be enforced. Attendance at the pre-bid meeting is not mandatory.
- F. This Project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

**OBTAINING OR VIEWING CONTRACT DOCUMENTS:** The Contract Documents, including the Project Plans, may be viewed and/or downloaded from the Quest website at <http://www.questcdn.com>. Interested parties may also access the Quest website by clicking on the link next to the Project Name or entering the Quest Project # on the Department of Transportation's website at <http://www.edcgov.us/Government/DOT/pages/BidsHome.aspx>.

Harvard Way at Clermont Way Intersection Improvements  
**Contract No. 8045, CIP No 36105080**  
March 19, 2024

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

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$30.00 by inputting the Quest Project # 8913376 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information.

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

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

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

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

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

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

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

**EMISSIONS REDUCTION:** Contractor must comply with emission reduction regulations mandated by the California Air Resources Board (CARB) and sign the certification of knowledge in the Agreement. Contractor must require all sub-contractors to comply with such regulations. Consistent with 13 CCR 2449(i), the successful Contractor must submit to the County current CARB Certificates for any applicable fleet intended to be used by the Contractor and for any applicable fleet intended to be used by all subcontractors listed on the Subcontractor Listing Form in the Proposal within ten (10) business days of receiving the Notice to Award Letter. Failure to send those certificates may result in forfeiture of your bidder's bond, and the County reserves the right to then award the Project to the next lowest responsive and responsible bidder.

**SUBCONTRACTOR LIST:** Each Proposal must have listed therein the name, contractor's license number, DIR number, and address of each subcontractor to whom the bidder proposes to subcontract portions of the Work in an amount in excess of 0.5% of the total bid or \$10,000, whichever is greater, in accordance with the Subletting

and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also describe in the Subcontractor List the Work to be performed by each subcontractor listed. The Work to be performed by the subcontractor must be shown by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage (not to exceed 100%) calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Jennifer Rimoldi, County of El Dorado Community Department of Transportation, email-[Jennifer.Rimoldi@edcgov.us](mailto:Jennifer.Rimoldi@edcgov.us) , Fax-(530) 698-5813 within 24 hours of being requested after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. At the time bids are submitted, all listed subcontractors must be properly licensed to perform their designated portion of the Work. The Bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

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

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

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

Comply with Section 7-1.02I(2), "Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5,000 or more.

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

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

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

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

**BID PROTEST PROCEDURE:** The protest procedure is intended to handle and resolve disputes related to the bid award for this Project pursuant to County of El Dorado policies and procedures.

Harvard Way at Clermont Way Intersection Improvements  
**Contract No. 8045, CIP No 36105080**  
March 19, 2024

County of El Dorado  
**Notice to Bidders**  
NTB-3



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

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

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

1. The Department of Transportation will review the bids received in a timely fashion under the terms and conditions of the Notice to Bidders, and notify the bidders in writing, at the fax number designated in the Proposal, of its recommendation including for award or rejection of bids (“All Bidders Letter”).
2. Within five (5) business days from the date of the “All Bidders Letter,” the Bidder protesting the recommendation for award must submit a letter of protest to and must be received by the County of El Dorado, Department of Transportation, Attention Jen Rimoldi, 2850 Fairlane Court, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.
3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, it will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agenized for the Board of Supervisors’ consideration and action. The Department of Transportation will also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. In the event that the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

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

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

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

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

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

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period to the email shown on the Quest website under the Quest # 8913376 “Project Q&A”. If the response does not require an

addendum, a response will be posted as a response to bidder's inquiry on the Quest website under "Project Q&A". It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders".

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

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

Authorized by the Board of Supervisors on 03/19/2024, at Placerville, California.

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

# ORGANIZATION

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

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

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

## STANDARD PLANS LIST

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

### ABBREVIATIONS, LINES, SYMBOLS, AND LEGEND

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

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

- A20A Pavement Markers and Traffic Lines - Typical Details
- RSP A20B Pavement Markers and Traffic Lines - Typical Details
- RSP A20C Pavement Markers and Traffic Lines - Typical Details
- RSP A20D Pavement Markers and Traffic Lines - Typical Details
- A24A Pavement Markings - Arrows
- RSP A20E Pavement Markers and Traffic Lines - Typical Details for Contrast Striping
- A24A Pavement Markings - Arrows
- A24B Pavement Markings - Arrows and Symbols
- A24C Pavement Markings - Symbols and Numerals
- A24D Pavement Markings - Words
- A24F Pavement Markings - Crosswalks
- RSP A24G Pavement Markings - Yield Lines, Limit Lines, and Wrong Way Details

- A87A Curbs and Driveways
- A88A Curb Ramp Details

AA

# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

**Add to section 1-1.01:**

### Nonstandard Bid Items and Applicable Sections

Item Code	Item Description	Applicable Section
072007A	EXCAVATION SAFETY	7
129111A	TEMPORARY CRASH CUSHION (ABSORB 350)	12
128651A	PORTABLE CHANGEABLE MESSAGE SIGN	12
149001A	PREPARE FUGITIVE DUST CONTROL	14
149003A	PREPARE ASBESTOS DUST MITIGATION PLAN	14

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

**Add before the 1<sup>st</sup> paragraph of section 2-1.06B:**

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

Department does not release CAD files during bidding.

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

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

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

The Department makes the following supplemental project information available:

<b>Supplemental Project Information</b>	
<b>Means</b>	<b>Description</b>
Available as specified in the <i>Notice to Bidders</i>	<ul style="list-style-type: none"><li>• School District Project Improvements</li><li>• Crawford Potholing Report</li></ul>

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

Proposal Pay Items and Bid Price Schedule.

**Replace the 2<sup>nd</sup> paragraph in section 2-1.10 with:**

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

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

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

**2-1.15 RESERVED**

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

**2-1.18 RESERVED**

**Replace section 2-1.27 “CALIFORNIA COMPANIES” with:**

**2-1.27 RESERVED**

**Replace section 2-1.33 with:**

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

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

<b>Contract type</b>	<b>Forms to be submitted at the time of bid</b>	<b>Forms to be submitted and received no later than within 24 hours of being requested by the Department<sup>b</sup></b>	<b>Forms to be submitted and received within 24 hours of being requested by Department<sup>b</sup></b>	<b>Forms to be submitted and received no later than 4:00 p.m. 5 days after bid opening<sup>a</sup></b>
All Contracts	All Proposal forms including Business name and address; bid item number and bid item description of subcontracted work on the Subcontractor List	Subcontractor name, bid item number, bid item description shown on the Subcontractor List submitted with Proposal, and the percentage of each bid item <sup>b</sup>	Correction for incorrect Contractor License # on Subcontractor List submitted with Proposal <sup>b</sup>	--

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

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

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

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

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

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

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

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

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

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

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

**2-1.44 BID PROTEST PROCEDURE**

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to County policies and procedures.

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

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

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

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

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

**Replace the 1<sup>st</sup> sentence in section 2-1.46 with:**

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





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

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

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

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

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

### **3-1.08 RESERVED**

**Replace section 3-1.11 with:**

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

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

**Replace section 3-1.18 with:**

### **3-1.18 CONTRACT EXECUTION**

The successful Bidder must sign the *Agreement*.

Deliver to Office Engineer:

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

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

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

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

**Replace section 3-1.19 with:**

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

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

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## 4 SCOPE OF WORK

Delete section 4-1.07C.

Replace "RESERVED" in section 4-1.08 with:

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

#### 4-1.08A General

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

Replace "RESERVED" in section 4-1.09 with:

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

#### 4-1.09A General

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

- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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## 5 CONTROL OF WORK

**Replace the 5<sup>th</sup> paragraph of section 5-1.01 with:**

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

**Add at the end of section 5-1.01:**

Project is anticipated to be completed in two work windows.

Milestone 1 work includes:

1. All poles & equipment must be ordered prior to July 1<sup>st</sup>
2. Install/Construct all Electrical work (i.e. conduits, pole foundations, etc.)
3. Temporary stripe configuration
4. Any items of work that correspond with the items of work listed as items 1 through 4, above.

Milestone 1 must be completed during the Oakridge High School and Rolling Hills Middle School Summer break (estimated May 27, 2024 through August 4, 2024) unless otherwise approved by Engineer. It is the Contractors responsibility to confirm dates of Summer Break with the Schools.

Milestone 2 work includes:

1. Install poles and equipment
2. Completely finish all items of work as shown in the contract documents

Milestone 2 work must be completed during the Oakridge High School and Rolling Hills Middle School Winter break (estimated December 19, 2024 through January 6, 2025) unless otherwise approved by Engineer. It is the Contractors responsibility to confirm dates of Winter Break with the Schools.

In addition to milestone 1 and milestone 2 work, Contractor will have two weeks to complete underground work after the rough grading of the road widening, as shown as work by Others in plans, is complete. Contractor must coordinate timing and schedule of this work with the Oak Ridge High School Contractor. The two week period is anticipated to occur between July 1, 2024 and July 14, 2024.

**Delete section 5-1.09.**

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

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

**Replace the 6<sup>th</sup> paragraph of section 5-1.13A with:**

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

**Replace the 7<sup>th</sup> paragraph of section 5-1.13A with:**

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

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

**5-1.13C RESERVED**

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

**5-1.13D RESERVED**

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

**5-1.13E Prompt Payment**

Section 5-1.13E applies to all contracts.

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

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

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

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

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

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

If the Department determines your withhold was not applied in good faith or that you failed to submit the required withhold notification, the Department may withhold the same amount from your future progress pay estimate. The Department may also apply a 2 percent penalty on the withhold amount for every month payment is not made.

**Add to the end of section 5-1.20A:**

During the progress of the work under this Contract, work under the following contracts may be in progress at or near the job site of this Contract:

**Coincident or Adjacent Contracts**

<b>Contract no.</b>	<b>County–Route–Post Mile</b>	<b>Location</b>	<b>Type of work</b>
7449	Silva Valley Road	At New York Creek Trail	Pedestrian Crossing

Coordinate lane closures and traffic handling with the Engineer and with contractors of coincident or adjacent projects. Potential conflicts may not be limited to the contracts listed above.

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

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

**Replace section 5-1.20F with:**

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

**5-1.20H Coordination With Schools**

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

Oak Ridge High School  
Attn: Aaron Palm, Principal  
1120 Harvard Way  
El Dorado Hills, CA 95762

Rolling Hills Middle School  
Attn: Debbie Piccoli Bowers, Principal  
7141 Silva Valley Parkway  
El Dorado Hills, CA 95762

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

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

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

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

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

**Replace the 7<sup>th</sup> paragraph of section 5-1.23B(2) with:**

Allow 5 days for review. Allow 3 days for review for complete resubmitted drawings.

**Replace the 2<sup>nd</sup> sentence of the 8<sup>th</sup> paragraph of section 5-1.23B(2) with:**

Allow review time specified plus 2 days for each additional set.

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

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

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

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

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

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

Make your records available for inspection, copying, and auditing by representatives of the County, the State Auditor, or their duly authorized representatives, and any duly authorized representative of other government agencies for the same time frame specified under section 5-1.27 B. The records of subcontractors and suppliers must be made available for inspection, copying, and auditing by representatives of the County, the State Auditor, or their duly authorized representatives, and any duly authorized representative of other government agencies for the same period. Make records available for examination during normal business hours at your principal place of business in California, for audit during normal business hours at this place of business. Provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct these audits or inspections.

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

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

**5-1.27E Change Order Bills**

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

**Delete the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of section 5-1.32.**

**Add to the 1<sup>st</sup> paragraph of section 5-1.36C.**

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







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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Add to the end of the 13<sup>th</sup> paragraph of section 7-1.03:**

, whichever is longer.

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

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

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

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

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

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

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

**Replace section 7-1.05 “Indemnification” with:**

**7-1.05 INDEMNIFICATION**

Comply with Article 5 “Indemnity” of the Agreement.

**Replace section 7-1.06 “INSURANCE” with:**

**7-1.06 INSURANCE**

**7-1.06A General Insurance Requirements**

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

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

- Workers’ Compensation as required by law in the State of California, with Statutory Limits; and
- Employer’s Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease; and
- Commercial General Liability Insurance of not less than Four Million Dollars (\$4,000,000) aggregate limit and Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, operations, products and completed operations, blanket

contractual, and independent contractors liability. This insurance can consist of a minimum \$2 Million primary layer of CGL and the balance as an excess/umbrella layer, but only if the County is provided with written confirmation that the excess/umbrella layer "follows the form" of the CGL policy; and

- Automobile Liability Insurance, including coverage for all owned, hired, and non-owned automobiles, of not less than One Million Dollars (\$1,000,000) is required in the event motor vehicles are used by the Contractor in performance of the Contract; and
- In the event Contractor is a licensed professional and is performing professional services under this Contract, Professional Liability Insurance is required with a limit of liability of not less than One Million Dollars (\$1,000,000); and
- Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this Contract, XCU coverage required.
- If there is an exposure to your employees under the US Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage must be included for such injuries or claims.

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

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

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

If you cannot provide an occurrence policy, provide insurance covering claims made as a result of performance of this Contract for not less than three (3) years following completion of performance of this Contract.

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer must reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

#### **7-1.06C Insurance Notification Requirements**

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

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

#### **7-1.06D Additional Standards**

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

**7-1.06E Commencement of Performance**

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

**7-1.06F Material Breach**

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

**7-1.06G Reporting Provisions**

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

**7-1.06H Primary Coverage**

Your insurance coverage must be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers will be in excess of your insurance and will not contribute with it.

**7-1.06I Premium Payments**

The insurance companies will have no recourse against the County of El Dorado its officers, agents, employees, or any of them for payment of any premiums or assessments under any policy issued by any insurance company.

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

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

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**8 PROSECUTION AND PROGRESS**

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

2.1 Contract number and CIP number

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

1. Start milestone date as Notice of Award letter date

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

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

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

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

**Add to section 8-1.03:**

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

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

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

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

1. CPM baseline schedule
2. WPCP if applies
3. Traffic Control Plan
4. Current CARB Certificates for any applicable fleet intended to be used by the Contractor and for any applicable fleet intended to be used by all subcontractors.

You may enter the job site only to measure controlling field dimensions and locating utilities.

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

1. *Notice of Materials To Be Used.*
2. Contingency plan for reopening closures to public traffic.
3. Written statement from the vendor that the order for electrical materials and Signal Poles has been received and accepted by the vendor. The statement must show the dates that the materials will be shipped.

**Replace the 1<sup>st</sup> paragraph of section 8-1.05 with:**

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

Contract working hours are between the hours of 7:00 a.m. to 5:00 p.m. unless otherwise authorized.

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



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

These amounts are shown on the *Pay Estimate*.

**Add the following after “schedules” in the 1<sup>st</sup> sentence of section 9-1.16E(3):**

required forms, dust control submittals,

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

Stop notice information may be obtained from the Engineer.

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

**9-1.16F Retentions**

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

The Department will retain 5% of the value of each progress payment (excluding mobilization payments) from each progress payment. After the Engineer determines that the Project is substantially complete, the Department may, at the Engineer's sole discretion, release half of all retention previously withheld and reduce any subsequent retentions withheld from subsequent progress payments to 2.5% of the value of any subsequent progress payments (excluding mobilization payments). The retained funds will be returned within thirty five (35) days after recordation of the Notice of Acceptance. (Pub Cont Code §9203)

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

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

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

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







The legend for the types of funding on a construction project funding sign must read as follows and in the following order:

LOCAL COUNTY TRANSPORTATION FUNDS

The Engineer provides the year of completion for the legend on the sign. Install a sign overlay for the year of completion within 15 days of notification.

The legend for the year of completion on a construction project funding sign must read as follows:

YEAR OF COMPLETION 2025

Do not add information to the construction project funding sign unless authorized.

**Add to the 2<sup>nd</sup> paragraph for section 12-3.11C(3)(b):**

Install 2 Type 2 construction project funding sign at the location determined by the Engineer before starting major work activities visible to highway users.

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

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

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

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

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

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

For 5 days starting on the day of signal activation, place 1 PCMS in each direction of travel and display the following message in all caps: Signal Ahead -- Prepare To Stop.

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

**Add to section 12-4.01C:**

Do not perform work that would require a closure.

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

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

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

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

20 days to 25 days.

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

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

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

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

Notify the Engineer of delays in your activities caused by:

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

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

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

Submit a contingency plan for each of the following activities:

1. Cold plane asphalt concrete
2. Hot Mix Asphalt (Type A)

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

5 business days

**Add between the 4th and 5th paragraphs of section 12-4.02C(1):**

Not more than 1 stationary closure is allowed per direction of travel at one time.

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

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

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

You may close city-street lanes using a one-way-reversing traffic-control lane closure as shown on chart no. 1.

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

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

<b>Lane Closure Restrictions For Designated Holidays</b>										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
	<b>H</b>									
x	xx	xx	xx							
		<b>H</b>								
x	xx	xx	xx							
	x	xx	<b>H</b> xx	xx						
	x	xx	xx	<b>H</b> xx	xxx					
				x	<b>H</b> xx					
					x	<b>H</b> xx				
						x	<b>H</b> xx	xx	xx	xx
Legend:										
	Refer to lane requirement charts.									
x	The full width of the traveled way must be open for use by traffic after 5pm.									
xx	The full width of the traveled way must be open for use by traffic.									
xxx	The full width of the traveled way must be open for use by traffic until 12pm.									
<b>H</b>	Designated holiday									

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



**Replace the 2<sup>nd</sup> paragraph of section 13-2.01A with:**

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

**Replace the 1<sup>st</sup> sentence of the 1<sup>st</sup> paragraph of section 13-2.01C with:**

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

**Replace the 3<sup>rd</sup> paragraph of section 13-2.01C with:**

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

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

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

**Add to section 13-2.03:**

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

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

in the Proposed Final Pay Estimate.

**Add between the 4th and 5th paragraphs of section 13-3.01C(2)(a):**

**Add to section 13-3.03**

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

Install water pollution control (WPC) practices for erosion control and sediment control for areas under active construction. Limit active construction areas to the following as applicable:

1. By September 1 disturbed areas must not exceed the lesser of 50% of the total amount of area to be disturbed for the project or 10 acres
2. By September 15 disturbed areas must not exceed the lesser of 25% of the total amount of area to be disturbed for the project or 5 acres
3. By October 1 disturbed areas must not exceed the lesser of 10% of the total amount of area to be disturbed for the project or 2 acres
4. By October 15 disturbed areas must not exceed the lesser of 5% of the total amount of area to be disturbed for the project or 1 acres





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

<b>MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN COMMUNITY REGIONS AND ADOPTED PLAN AREAS—CONSTRUCTION NOISE</b>			
<b>Land Use Designation</b> <sup>1</sup>	<b>Time Period</b>	<b>Noise Level (dB)</b>	
		<b>L<sub>eq</sub></b>	<b>L<sub>max</sub></b>
Higher-Density Residential (MFR, HDR, MDR)	7 am–7 pm	55	75
	7 pm–10 pm	50	65
	10 pm–7 am	45	60
Commercial and Public Facilities (C, R&D, PF)	7 am–7 pm	70	90
	7 pm–7 am	65	75
Industrial (I)	Any Time	80	90
<b>Note:</b> <sup>1</sup> Adopted Plan areas should refer to those land use designations that most closely correspond to the similar General Plan land use designations for similar development.			

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

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

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

**Replace “RESERVED” in section 14-9.04 with:**

**14-9.04 DUST CONTROL**

**14-9.04A GENERAL**

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

Section 14-9.04 includes specifications relating to dust control.

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

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

The materials within the project limits are known or suspected to contain naturally occurring asbestos and the project is located within designated Naturally Occurring Asbestos Review Areas on the current El Dorado County Naturally Occurring Asbestos Review Area Map.

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

Submit a site specific Asbestos Dust Mitigation Plan (ADMP) to the AQMD meeting the requirements of Rule 223-2 for approval by the El Dorado County AQMD, prior to the start of any work. For projects exceeding 1 acre, where natural occurring asbestos is found to be present, the ADMP must comply with the State Asbestos Air Toxics Control Measure (CCR Title 17, Section 93105) and the County Ordinance

Harvard Way at Clermont Way Intersection Improvements

**CIP No 36105080, Contract No. 8045**

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County of El Dorado

**Special Provisions**

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(Chapter 8.44). Provide the Engineer with four (4) copies of the AQMD approved ADMP prior to the start of any work that may generate dust. The ADMP application can be found on AQMD's website at: [http://www.edcgov.us/Government/AirQualityManagement/Construction\\_Dust\\_Rules.aspx](http://www.edcgov.us/Government/AirQualityManagement/Construction_Dust_Rules.aspx).

Prepare an amendment to the ADMP when there is a change in construction activities or operations not included in the ADMP, or when your activities violate a condition of the AQMD, or when you are ordered by the Engineer. Amendments must identify additional dust control practices or revised activities, including those areas or activities not identified in the initially approved ADMP. Amendments to the ADMP must be prepared and submitted for review and approval within a time approved by the Engineer.

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

Provide all notices to the AQMD and create and maintain all records as required by Rule 223-2. Copies of all required records must be submitted to the Engineer within 30 calendar days of completion of all work subject to Rule 223-2.

Submit a dust control schedule that describes the timing of grading or other work activities that could promote dust to the Engineer prior to the start of any work. You must update the dust control schedule to reflect changes in your activities that would affect the implementation of necessary dust control practices.

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

Not used.

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

Implement the measures contained in the ADMP to control dust.

Control dust using measures that include the following:

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

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

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

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

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

Replace section 14-10.02 with:

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

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

Replace "Reserved" in section 14-11.05 with:

#### **14-11.10 NATURALLY OCCURRING ASBESTOS**

##### **14-11.10A General**

Section 14-11.10 includes specifications for managing Naturally Occurring Asbestos (NOA), serpentine and ultramafic rock. One or more of these materials are present within the job site. NOA is used as defined under 17 CA Code of Regs § 93105.

Comply with the Airborne Toxic Control Measures (ATCM) during all earthwork activities on the job site.

##### **14-11.10A(1) Notifications**

Notify the Air Pollution Control District (APCD) or Air Quality Management District (AQMD) in writing at least 15 days before starting work that disturbs NOA. Submit proof of notification and any exemption. Keep a copy at the job site.

##### **14-11.10A(2) Submittals**

###### **14-11.10A(2)(a) Daily Ambient Air Monitoring Report**

When required by local APCD or AQMD, perform daily ambient air monitoring on the job site. If daily ambient monitoring is required, submit a written air monitoring report to the Engineer every month. The report must include:

1. Air monitoring results
2. Analysis of results from the prior month
3. Name and location of the laboratory where the analysis was performed
4. Assessment of exposures of workers or the public
5. Descriptions of the type of air monitoring equipment
6. Sampling frequency

###### **14-11.10A(2)(b) Asbestos Dust Mitigation Plan (ADMP)**

Comply with section 14-9.04A(2).

###### **14-11.10A(2)(c) Asbestos Compliance Plan**

Submit the asbestos compliance plan (ACP) to prevent or minimize worker exposure to asbestos. The ACP must be signed by a CIH certified in Comprehensive Practice by the American Board of Industrial Hygiene.

The ACP must comply with the following regulations:

1. 8 CA Code of Regs, § 1529, (Asbestos) and § 5192, (Hazardous Waste Operations and Emergency Response)
2. Occupational Safety and Health Guidance Manual published by the National Institute of Occupational Safety and Health (NIOSH)
3. Occupational Safety and Health Administration (OSHA), including addenda issued up to and including the date of advertisement of the Contract

Include the following information in the ACP:

1. Identification of personnel designated to be on site

2. Job hazard analysis for work assignments
3. Summary of potential risks
4. Worker exposure air monitoring plan
5. Description of personal protective equipment
6. Delineation of work zones on the job site
7. Decontamination procedures
8. General safe work practices
9. Site security measures
10. Emergency response plans
11. Description of worker training

**14-11.10A(2)(d) Sampling and Analysis Plan**

Prepare a written, job site specific sampling and analysis plan (SAP) establishing the procedures to be used to conduct soil or rock sampling and analysis for transporting, placing, and disposing of material containing NOA, including material in stockpiles, material remaining after removal of stockpiles, and cover material after blasting. Include laboratory analysis of NOA samples by CARB Method 435, "Determination of Asbestos Content of Serpentine Aggregate." The SAP must also meet the requirements for the design and development of the sampling plan, statistical analysis, and reporting of test results contained in US EPA, SW 846, "Test Methods for Evaluating Solid Waste," Volume II Field Manual Physical/Chemical, Chapter Nine, Section 9.1. The SAP must comply with the requirements of the disposal facility. Sample and analyze surplus material for NOA before off-site disposal.

Include the following elements in the SAP:

1. Sampling schedule including location and date of sampling and number of samples
2. Name of the laboratory certified by the CDPH and the method used to analyze the samples from the job site

Submit 3 copies of the SAP to the Engineer for review. If revisions are required, resubmit the SAP within 5 business days of receipt of the Engineer's comments. Upon authorization of the SAP, submit 3 additional copies. The Engineer may allow excavation to proceed while minor revisions to the SAP are being completed.

**14-11.10A(2)(e) Fill Material Documentation**

Submit documentation that fill material to be used as cover is asbestos free as defined by ATCM.

**14-11.10A(2)(f) NOA Burial Location Report**

Within 5 business days of completing placement of NOA at the burial location, submit a report for that burial location, including the form titled "Burial Location of Soil Containing Naturally Occurring Asbestos" and electronic geospatial vector data shape files of the top and bottom perimeters of the burial location to the Engineer.

The Engineer will notify you within 5 business days of receipt if accepted. If the report is rejected, you have 5 business days to submit a corrected report.

**14-11.10A(2)(g) Disposal Documentation**

Submit 1 copy each as an information submittal:

1. Bill of lading
2. Acknowledgement of receipt of material containing NOA from receiving party or landfill facility

For surplus NOA sent to a landfill facility also submit 1 copy each as an information submittal:

1. Landfill receipts showing the concentration of asbestos
2. Certified weight tickets showing the amount of disposal material containing NOA that was sent to the facility

If additional test results are required by the owner of the landfill facility, submit them as an information submittal.

**14-11.10A(3) Quality Control and Assurance**

Manage NOA under State laws and regulations and county and municipal ordinances and regulations. Laws and regulations that govern this work include:

1. 8 CA Code of Regs § 1529 (Asbestos) and § 5192 (Hazardous Waste Operations and Emergency Response)
2. 17 CA Code of Regs § 93105 and § 93106
3. 22 CA Code of Regs, Div 4,5, Chp 10
4. Health & Safety Code, Division 20, Chp 6.5 (Hazardous Waste Control)

Manage NOA under the rules and regulations of the following agencies:

1. US EPA
2. DTSC
3. CDPH
4. Cal/OSHA
5. CARB
6. El Dorado County Air Pollution Control District

**14-11.10A(4) Training**

Before performing work in areas with material containing NOA, personnel who have not had the worker training must complete a safety training program that complies with the ACP. The safety training program must meet the requirements of 8 CA Code of Regs §1529, (Asbestos), and § 5192 (b)(4)(B), (Hazardous Waste Operations and Emergency Response). Provide the Engineer written certification of completion of safety training for each trainee before performing work in areas containing NOA.

Provide training, personal protective equipment, and washing facilities for 3 Department employees.

**14-11.10B Materials**

Not Used

**14-11.10C Construction**

**14-11.10C(1) General**

Prevent visible dust emission during excavation, stockpiling, transportation, or placement of NOA under section 14-9.04 and 17 CA Code of Regs § 93105(d)(1)(B).

Comply with section 14-9.04C.

Do not leave NOA with asbestos content of 0.25 percent or higher exposed on the surface if disturbed during construction activities. Stabilize these areas by keeping them wetted or by treating them with a chemical dust palliative. Cover disturbed NOA permanently placed during construction activities with a 3-inch minimum layer of asbestos-free material.

NOA excavated material used for fill must be buried a minimum of 2 feet below finished grade.

Survey the location of the bottom and top perimeters of each area where you bury NOA.

The survey must be performed by or under the direction of either:

1. Land surveyor licensed under the Bus & Prof Code, Chp 15 (commencing with § 8700)
2. Civil engineer licensed before January 1, 1982 under the Bus & Prof Code, Chp 7 (commencing with § 6700)

Survey 10 points to determine each burial location horizontally and vertically within the specified accuracies and to create closed polygons of the perimeters of the bottom and top of the burial location. If









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

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

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

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

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

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

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

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

### **39-1.02 MATERIALS**

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

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

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

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

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

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

With each dilution, submit:

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

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

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

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

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

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

Not Used

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

Aggregate must be clean and free from deleterious substances.

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

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

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

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

**Aggregate Gradation  
(Percentage Passing)  
HMA Types A and B**

**3/4-inch HMA Types A and B**

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

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

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

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

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

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

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

**RHMA-G**

Not Used

**OGFC**

Not Used

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

### Aggregate Quality

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

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

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

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

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

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

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

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

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

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

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

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

#### 39-1.03A General

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

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

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

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

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

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

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

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

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

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

**HMA Mix Design Requirements**

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

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

The maximum allowable RAP binder replacement is 15 percent.

**39-1.03C Job Mix Formula Submittal**

Each JMF submittal must consist of:

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

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

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

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

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

### 39-1.03D Job Mix Formula Review

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

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

### 39-1.03E Job Mix Formula Verification

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

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

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

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

Where:

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

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

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

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

1. Aggregate
2. Asphalt binder

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3. RAP
4. HMA

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

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

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

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

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

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

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

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

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

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

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

A verified JMF is valid for 12 months.

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

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

You may request a JMF renewal by submitting:

1. Proposed JMF on a *Contractor Job Mix Formula Proposal* form
2. Previously verified JMF documented on a *Caltrans Hot Mix Asphalt Verification* form dated within 12 months

3. Mix design documentation on a *Contractor Hot Mix Asphalt Design Data* form used for the previously verified JMF

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

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

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

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

The Engineer may verify aggregate qualities during this review period.

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

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

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

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

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

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

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

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

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

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

1. Stability as shown in the table titled "HMA Mix Design Requirements"
2. Air void content at design value  $\pm 2.0$  percent
3. Voids in mineral aggregate as shown in the table titled "HMA Mix Design Requirements"
4. Voids filled with asphalt, report only
5. Dust proportion, report only

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

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

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

You may start HMA production if:

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

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

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

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

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

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

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

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

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

Not Used

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

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

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

Perform RAP quality control testing each day.

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

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



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

Not Used

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

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

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

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

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

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

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

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

HMA acceptance is based on:

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

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

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

### **39-1.06 DISPUTE RESOLUTION**

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

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

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

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

### **39-1.07 PRODUCTION START-UP EVALUATION**

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

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

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

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

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

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

### **39-1.08 PRODUCTION**

#### **39-1.08A General**

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

HMA plants must be Department qualified. Before production, the HMA plant must have current qualification under the Department's Materials Plant Quality Program.

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

During production, asphalt binder set point for HMA Type A, HMA Type B, HMA Type C, and RHMA-G must be the OBC shown in Contractor Hot Mix Asphalt Design Data form. For OGFC, asphalt binder set point must be the OBC shown on Caltrans Hot Mix Asphalt Verification form. If RAP is used, asphalt binder set point for HMA must be calculated as specified in section 39-1.03E.

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

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

#### **39-1.08B Mixing**

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

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

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

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

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

**39-1.08C Asphalt Rubber Binder**

Not Used

**39-1.09 SUBGRADE, TACK COAT, AND GEOSYNTHETIC PAVEMENT INTERLAYER**

**39-1.09A General**

Prepare subgrade or apply tack coat to surfaces receiving HMA. If specified, place geosynthetic pavement interlayer over a coat of asphalt binder.

**39-1.09B Subgrade**

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

**39-1.09C Tack Coat**

Apply tack coat:

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

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

**Tack Coat Application Rates for HMA Type A, Type B, and RHMA-G**

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

If you dilute asphaltic emulsion, mix until homogeneous before application.

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

If you request and if authorized, you may:

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

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

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

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

### **39-1.09D Geosynthetic Pavement Interlayer**

Place geosynthetic pavement interlayer under the manufacturer's instruction.

Before placing the geosynthetic pavement interlayer and asphalt binder:

1. Repair cracks 1/4 inch and wider, spalls, and holes in the pavement. These repairs are change order work.
2. Clean the pavement of loose and extraneous material.

Immediately before placing the interlayer, apply  $0.25 \pm 0.03$  gal of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

Asphalt binder must be from 285 to 350 degrees F and below the minimum melting point of the geosynthetic pavement interlayer when applied.

Align and place the interlayer with no folds that result in a triple thickness, except that triple thickness layers less than 1 inch in width may remain if less than 1/2 inch in height. Folds that result in a triple layer greater than a 1 inch width must be slit and overlapped in a double thickness at least 2 inches in width. The minimum HMA thickness over the interlayer must be 0.12 foot thick, including conform tapers. Do not place the interlayer on a wet or frozen surface.

Overlap the interlayer borders from 2 to 4 inches. In the direction of paving, overlap the following roll with the preceding roll at any break.

You may use rolling equipment to correct distortions or wrinkles in the interlayer.

If asphalt binder tracked onto the interlayer or brought to the surface by construction equipment causes interlayer displacement, cover it with a small quantity of HMA.

Before placing HMA on the interlayer, do not expose the interlayer to:

1. Traffic, except for crossings under traffic control, and only after you place a small HMA quantity
2. Sharp turns from construction equipment
3. Damaging elements

Pave HMA on the interlayer during the same work shift.

### **39-1.10 SPREADING AND COMPACTING EQUIPMENT**

Paving equipment for spreading must be:

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

Install and maintain grade and slope references.

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

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

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

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections.

2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

### **39-1.11 CONSTRUCTION**

#### **39-1.11A General**

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

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

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

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

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

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

HMA must be free of:

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

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

#### **39-1.11B Longitudinal Joints**

##### **39-1.11B(1) General**

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

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

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

##### **39-1.11B(2) Tapered Notched Wedge**

Not Used

#### **39-1.11C Widening Existing Pavement**

If widening existing pavement, construct new pavement structure to match the elevation of the existing pavement's edge before placing HMA over the existing pavement.

#### **39-1.11D Shoulders, Medians, and Other Road Connections**

Until the adjoining through lane's top layer has been paved, do not pave the top layer of:

1. Shoulders
2. Tapers

3. Transitions
4. Road connections
5. Driveways
6. Curve widenings
7. Chain control lanes
8. Turnouts
9. Turn pockets

If the number of lanes changes, pave each through lane's top layer before paving a tapering lane's top layer. Simultaneous to paving a through lane's top layer, you may pave an adjoining area's top layer, including shoulders. Do not operate spreading equipment on any area's top layer until completing final compaction.

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

#### **39-1.11E Leveling**

If leveling with HMA is specified, fill and level irregularities and ruts with HMA before spreading HMA over the base, existing surfaces, or bridge decks. You may use mechanical equipment other than a paver for these areas. The equipment must produce uniform smoothness and texture. HMA used to change an existing surface's cross slope or profile is not paid for as HMA (leveling).

If placing HMA against the edge of existing pavement, sawcut or grind the pavement straight and vertical along the joint and remove extraneous material.

#### **39-1.11F Compaction**

Rolling must leave the completed surface compacted and smooth without tearing, cracking, or shoving. Complete finish rolling activities before the pavement surface temperature is:

1. Below 150 degrees F for HMA with unmodified binder
2. Below 140 degrees F for HMA with modified binder
3. Below 200 degrees F for RHMA-G

If a vibratory roller is used as a finish roller, turn the vibrator off.

Spread and compact HMA under sections 39-3.03 and 39-3.04 if any of the following applies:

1. Specified paved thickness is less than 0.15 foot.
2. Specified paved thickness is less than 0.20 foot and 3/4-inch aggregate grading is specified and used.
3. You spread and compact at:
  - 3.1. Asphalt concrete surfacing replacement areas
  - 3.2. Leveling courses
  - 3.3. Areas for which the Engineer determines conventional compaction and compaction measurement methods are impeded

Do not open new HMA pavement to public traffic until its mid-depth temperature is below 160 degrees F.

#### **39-1.12 SMOOTHNESS**

##### **39-1.12A General**

Determine HMA smoothness with a profilograph and a straightedge.

Smoothness specifications do not apply to OGFC placed on existing pavement not constructed under the same project.

If concrete pavement is placed on HMA:

1. Cold plane the HMA finished surface to within specified tolerances if it is higher than the grade ordered.
2. Remove and replace HMA if the finished surface is lower than 0.05 foot below the grade ordered.

### **39-1.12B Straightedge**

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

1. More than 0.01 foot when the straightedge is laid parallel with the centerline
2. More than 0.02 foot when the straightedge is laid perpendicular to the centerline and extends from edge to edge of a traffic lane
3. More than 0.02 foot when the straightedge is laid within 24 feet of a pavement conform

### **39-1.12C Profilograph**

For the top layer of HMA Type A, Type B, and RHMA-G pavement, determine the  $PI_0$  and must-grinds under California Test 526. Take 2 profiles within each traffic lane, 3 feet from and parallel with the edge of each lane.

A must-grind is a deviation of 0.3 inch or more in a length of 25 feet. You must correct must-grinds.

For OGFC, only determine must-grinds if placed over HMA constructed under the same project. The top layer of the underlying HMA must comply with the smoothness specifications before placing OGFC.

Profile the pavement in the Engineer's presence.

On tangents and horizontal curves with a centerline radius of curvature of 2,000 feet, the  $PI_0$  must be at most 3 inches per 0.1-mile section.

On horizontal curves with a centerline radius of curvature from 1,000 to 2,000 feet, including pavement within the superelevation transitions, the  $PI_0$  must be at most 6 inches per 0.1-mile section.

Before the Engineer accepts HMA pavement for smoothness, submit final profilograms.

Submit 1 copy of profile information in Microsoft Excel and 1 copy of longitudinal pavement profiles in ".erd" format or other ProVAL compatible format to the Engineer and to:

Smoothness@dot.ca.gov

The following HMA pavement areas do not require a  $PI_0$ . You must measure these areas with a 12-foot straightedge and determine must-grinds with a profilograph:

1. New HMA with a total thickness less than 0.25 foot
2. HMA sections of city or county streets and roads, turn lanes, and collector lanes less than 1,500 feet in length

The following HMA pavement areas do not require a  $PI_0$  and you must measure them with a 12-foot straightedge:

1. Horizontal curves with a centerline radius of curvature less than 1,000 feet, including pavement within the superelevation transitions of those curves
2. Within 12 feet of a transverse joint separating the pavement from:
  - 2.1. Existing pavement not constructed under the same project
  - 2.2. A bridge deck or approach slab
3. Exit ramp termini, truck weigh stations, and weigh-in-motion areas
4. If steep grades and superelevation rates greater than 6 percent are present:
  - 4.1. Ramps
  - 4.2. Connectors
5. Turn lanes
6. Areas within 15 feet of manholes or drainage transitions
7. Acceleration and deceleration lanes for at-grade intersections
8. Shoulders and miscellaneous areas
9. HMA pavement within 3 feet from and parallel to the construction joints formed between curbs, gutters, or existing pavement

### **39-1.12D Smoothness Correction**

If the top layer of HMA Type A, Type B, or RHMA-G pavement does not comply with the smoothness specifications, grind the pavement to within specified tolerances, remove and replace it, or place an overlay of HMA. Do not start corrective work until your choice of methods is authorized.

Remove and replace areas of OGFC not in compliance with the must-grind and straightedge specifications, except you may grind OGFC for correcting smoothness:

1. At transverse joints separating the OGFC from pavement not constructed under the same project
2. Within 12 feet of a transverse joint separating the OGFC from a bridge deck or approach slab

Corrected HMA pavement areas must be uniform rectangles with edges:

1. Parallel to the nearest HMA pavement edge or lane line
2. Perpendicular to the pavement centerline

Measure the corrected HMA pavement surface with a profilograph and a 12-foot straightedge and correct the pavement to within specified tolerances. If a must-grind area or straightedged pavement cannot be corrected to within specified tolerances, remove and replace the pavement.

On areas ground but not overlaid with OGFC, apply fog seal coat under section 37-2.

### **39-1.13 HOT MIX ASPHALT ON BRIDGE DECKS**

Produce and place HMA on bridge decks under the Method construction process.

Aggregate must comply with the 1/2-inch HMA Types A and B gradation.

If authorized, aggregate may comply with the no. 4 HMA Types A and B gradation for a section or taper at a bridge end that is less than 1 inch in total depth.

If a concrete expansion dam is to be placed at a bridge deck expansion joint, tape oil-resistant construction paper to the deck over the area to be covered by the dam before placing the tack coat and HMA across the joint.

Do not leave a vertical joint more than 0.15 foot high between adjacent lanes open to traffic.

The tack coat application rate must be the minimum residual rate specified in section 39-1.09C. For HMA placed on a deck seal, use the minimum residual rate specified for a PCC underlying surface.

HMA placed on a deck seal must be placed in at least 2 approximately equal layers. The 1st layer must be at least 1 inch thick after compaction. Protect the deck seal throughout all operations.

For placement of the 1st HMA layer on a deck seal:

1. Comply with the HMA application temperature recommended by the deck seal manufacturer.
2. Deliver and place HMA using equipment with pneumatic tires or rubber-faced wheels. Do not operate other vehicles or equipment on the bare deck seal.
3. Deposit HMA on the deck seal in such a way that the deck seal is not damaged. Do not windrow the HMA material on the bridge deck seal.
4. Place HMA in a downhill direction on bridge decks with grades over 2 percent.
5. Spreading equipment need not be self-propelled.

### **39-1.14 MISCELLANEOUS AREAS AND DIKES**

The following specifications in section 39 do not apply to miscellaneous areas and dikes:

1. HMA construction process
2. HMA mix design requirements
3. Contractor quality control
4. Production start-up evaluation

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains



8. Aprons at the ends of drainage structures

Spread miscellaneous areas in 1 layer and compact to the specified lines and grades.

For miscellaneous areas and dikes:

1. Do not submit a JMF.
2. Choose the 3/8-inch or 1/2-inch HMA Type A and Type B aggregate gradations.
3. Minimum asphalt binder content must be 6.8 percent for 3/8-inch aggregate and 6.0 percent for 1/2-inch aggregate. If you request and if authorized, you may reduce the minimum asphalt binder content.
4. Choose asphalt binder Grade PG 70-10 or the same grade specified for HMA.

**39-1.15 MINOR HOT MIX ASPHALT**

Not Used

**39-1.16 RUMBLE STRIPS**

Reserved

**39-1.17 DATA CORES**

Reserved

**39-1.18 HOT MIX ASPHALT AGGREGATE LIME TREATMENT—DRY LIME METHOD**

Reserved

**39-1.19 HOT MIX ASPHALT AGGREGATE LIME TREATMENT—SLURRY METHOD**

Reserved

**39-1.20 LIQUID ANTISTRIP TREATMENT**

Reserved

**39-1.21 REPLACE ASPHALT CONCRETE SURFACING**

Reserved

**39-1.22 LIQUID ASPHALT PRIME COAT**

Reserved

**39-1.23 HOT MIX ASPHALT TYPE C**

Reserved

**39-1.24 BONDED WEARING COURSE—GAP GRADED**

Reserved

**39-1.25 RUBBERIZED BONDED WEARING COURSE—GAP GRADED**

Reserved

**39-1.26 RUBBERIZED BONDED WEARING COURSE—OPEN GRADED**

Reserved

**39-1.27 BONDED WEARING COURSE—OPEN GRADED**

Reserved

**39-1.28 ROADSIDE PAVING**

Reserved

**39-1.29 SOIL TREATMENT**

Reserved

### **39-1.30 EDGE TREATMENT, HOT MIX ASPHALT PAVEMENT**

#### **39-1.30A General**

Section 39-1.30 includes specifications for constructing the edges of HMA pavement as shown.

#### **39-1.30B Materials**

For the safety edge, use the same type of HMA used for the adjacent lane or shoulder.

#### **39-1.30C Construction**

The edge of roadway where the safety edge treatment is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade areas to receive the safety edge as required. The safety edge treatment must be placed monolithic with the adjacent lane or shoulder and shaped and compacted with a device attached to the paver.

The device must be capable of shaping and compacting HMA to the required cross section as shown. Compaction must be by constraining the HMA to reduce the cross sectional area by 10 to 15 percent. The device must produce a uniform surface texture without tearing, shoving, or gouging and must not leave marks such as ridges and indentations. The device must be capable of transition to cross roads, driveways, and obstructions.

For safety edge treatment, the angle of the slope must not deviate by more than  $\pm 5$  degrees from the angle shown. Measure the angle from the plane of the adjacent finished pavement surface.

If paving is done in multiple lifts, the safety edge treatment can be placed either with each lift or with the final lift.

Short sections of hand work are allowed to construct transitions for safety edge treatment.

For more information on the safety edge treatment, go to:

[http://safety.fhwa.dot.gov/roadway\\_dept/pavement/safedge/](http://safety.fhwa.dot.gov/roadway_dept/pavement/safedge/)

You can find a list of commercially available devices at the above Web site under "Frequently Asked Questions" and "Construction Questions."

#### **39-1.30D Payment**

Not Used

### **39-2 STANDARD CONSTRUCTION PROCESS**

Not Used

### **39-3 METHOD CONSTRUCTION PROCESS**

#### **39-3.01 GENERAL**

Section 39-3 includes specifications for HMA produced and constructed under the Method construction process.

**39-3.02 ACCEPTANCE CRITERIA****39-3.02A Testing**The Department samples for acceptance testing and tests for the quality characteristics shown in the following table:

**HMA Acceptance—Method Construction Process**

Quality characteristic	Test method	HMA type			
		A	B	RHMA-G	OGFC
Aggregate gradation <sup>a</sup>	California Test 202	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>	JMF ± tolerance <sup>b</sup>
Sand equivalent (min) <sup>c</sup>	California Test 217	47	42	47	--
Asphalt binder content (%)	California Test 379 or 382	JMF±0.40	JMF±0.40	JMF ± 0.40	JMF ± 0.40
HMA moisture content (% max)	California Test 226 or 370	1.0	1.0	1.0	1.0
Stabilometer value (min) <sup>c</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 366	30 37	30 35	-- 23	-- --
Percent of crushed particles Coarse aggregate (% min) One fractured face Two fractured faces Fine aggregate (% min) (Passing no. 4 sieve and retained on no. 8 sieve.) One fractured face	California Test 205	90 75  70	25 --  20	-- 90  70	90 75  90
Los Angeles Rattler (% max) Loss at 100 rev. Loss at 500 rev.	California Test 211	12 45	-- 50	12 40	12 40
Air void content (%) <sup>c, d</sup>	California Test 367	4 ± 2	4 ± 2	TV ± 2	--
Fine aggregate angularity (% min) <sup>e</sup>	California Test 234	45	45	45	--
Flat and elongated particles (% max by weight @ 5:1)	California Test 235	Report only	Report only	Report only	Report only
Voids filled with asphalt (%) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	65.0–75.0 65.0–75.0 65.0–75.0 65.0–75.0	Report only	--
Voids in mineral aggregate (% min) <sup>f</sup> No. 4 grading 3/8" grading 1/2" grading 3/4" grading	California Test 367	17.0 15.0 14.0 13.0	17.0 15.0 14.0 13.0	-- -- 18.0–23.0 18.0–23.0	--
Dust proportion <sup>f</sup> No. 4 and 3/8" gradings 1/2" and 3/4" gradings	California Test 367	0.6–1.2 0.6–1.2	0.6–1.2 0.6–1.2	Report only	--
Moisture susceptibility (minimum dry strength, psi) <sup>g</sup>	California Test 371	120	120	--	--
Moisture susceptibility (tensile strength ration, %) <sup>g</sup>	California Test 371	70	70	--	--
Smoothness	Section 39-1.12	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind	12-foot straight-edge and must-grind
Asphalt binder	Various	Section 92	Section 92	Section 92	Section 92

Asphalt rubber binder	Various	--	--	Section 92-1.01D(2) and section 39-1.02D	Section 92-1.01D(2) and section 39-1.02D
Asphalt modifier	Various	--	--	Section 39-1.02D	Section 39-1.02D
CRM	Various	--	--	Section 39-1.02D	Section 39-1.02D

<sup>a</sup> The Engineer determines combined aggregate gradations containing RAP under California Test 367.

<sup>b</sup> The tolerances must comply with the allowable tolerances in section 39-1.02E.

<sup>c</sup> The Engineer reports the average of 3 tests from a single split sample.

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

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

<sup>f</sup> Report only.

<sup>g</sup> Applies to RAP substitution rate greater than 15 percent.

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

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

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

### 39-3.03 SPREADING AND COMPACTING EQUIPMENT

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

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

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

Compact RHMA-G as specified for HMA Type A and Type B except do not use pneumatic-tired rollers.

Compact OGFC with steel-tired, 2-axle tandem rollers. If placing 300 tons or more of OGFC per hour, use at least 3 rollers for each paver. If placing less than 300 tons of OGFC per hour, use at least 2 rollers for each paver. Each roller must weigh from 126 to 172 lb per linear inch of drum width. Turn the vibrator off.

### 39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

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

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

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

### Minimum Atmospheric and Surface Temperatures

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

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

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

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

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

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

For RHMA-G:

1. Only spread and compact if the atmospheric temperature is at least 55 degrees F and the surface temperature is at least 60 degrees F.
2. Complete the 1st coverage of breakdown compaction before the surface temperature drops below 285 degrees F.
3. Complete breakdown and intermediate compaction before the surface temperature drops below 250 degrees F.
4. Complete finish compaction before the surface temperature drops below 200 degrees F.
5. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For HMA-O with unmodified asphalt binder:

1. Only spread and compact if the atmospheric temperature is at least 55 degrees F and the surface temperature is at least 60 degrees F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 240 degrees F.
3. Complete all compaction before the surface temperature drops below 200 degrees F.
4. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For HMA-O with modified asphalt binder, except asphalt rubber binder:

1. Only spread and compact if the atmospheric temperature is at least 50 degrees F and the surface temperature is at least 50 degrees F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 240 degrees F.
3. Complete all compaction before the surface temperature drops below 180 degrees F.
4. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 degrees F and surface temperature is at least 60 degrees F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 degrees F.
3. Complete compaction before the surface temperature drops below 250 degrees F.

4. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

For RHMA-G and OGFC, tarpaulins are not required if the time from discharging to the truck until transfer to the paver's hopper or the pavement surface is less than 30 minutes.

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

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

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

Perform finish compaction of HMA Type A, Type B, and RHMA-G with 1 coverage using a steel-tired roller.

Compact OGFC with 2 coverages using steel-tired rollers.

#### **39-4 QUALITY CONTROL/QUALITY ASSURANCE CONSTRUCTION PROCESS**

Not Used

#### **39-5 EXISTING ASPHALT CONCRETE**

##### **39-5.01 GENERAL**

##### **39-5.01A General**

Section 39-3.01 includes general specifications for performing work on existing asphalt concrete facilities. Work performed on existing asphalt concrete facilities must comply with section 15.

##### **39-5.01B Materials**

Not Used

##### **39-5.01C Construction**

Before removing a portion of an asphalt concrete facility, make a 2-inch deep saw cut to a true line along the limits of the removal area.

##### **39-5.01D Payment**

Not Used

#### **39-5.02 REPLACE ASPHALT CONCRETE SURFACING**

##### **39-5.02A General**

Section 39-3.02 includes specifications for replacing asphalt concrete surfacing.

##### **39-5.02B Materials**

HMA to be used for replacing asphalt concrete surfacing must comply with Type A HMA as specified in section 39-2.02.

The grade of asphalt binder must be PG 64-10 or PG 64-16.

Tack coat must comply with section 39-2.01B(10).

##### **39-5.02C Construction**

Where replace asphalt concrete surfacing is shown, remove the full depth of the existing asphalt concrete surfacing and replace with HMA. The Engineer determines the exact limits of asphalt concrete surfacing to be replaced.

Replace asphalt concrete in a lane before the lane is specified to be opened to traffic.

Before removing asphalt concrete, outline the replacement area and cut neat lines with a saw or grind to full depth of the existing asphalt concrete. Do not damage asphalt concrete and base remaining in place. If you excavate the base beyond the specified plane, replace it with HMA.

Do not use a material transfer vehicle for replacing asphalt concrete surfacing.

Before placing HMA, apply a tack coat as specified in section 39-2.01C(3)(f).

Place HMA using method compaction as specified in section 39-2.01C(2)(c).

#### **39-5.02D Payment**

The payment quantity for replace asphalt concrete surfacing is the volume determined from the dimensions shown.

#### **39-5.03 REMOVE ASPHALT CONCRETE DIKES**

##### **39-5.03A General**

Section 39-3.03 applies to removing asphalt concrete dikes outside the limits of excavation.

##### **39-5.03B Materials**

Not Used

##### **39-5.03C Construction**

Reserved

##### **39-5.03D Payment**

Not Used

#### **39-5.04 COLD PLANING ASPHALT CONCRETE PAVEMENT**

##### **39-5.04A General**

Section 39-3.05 includes specifications for cold planning asphalt concrete pavement.

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

Submit a cold planning work plan. The work plan must include construction methods and address protecting the existing box structure shown in the plans.

##### **39-5.04B Materials**

HMA for temporary tapers must be of the same quality that is used for the HMA overlay or comply with the specifications for minor HMA in section 39-2.07.

##### **39-5.04C Construction**

###### **39-5.04C(1) General**

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width unless a wider cutter head is authorized.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
  - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.

- 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

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

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

#### **39-5.04C(2) Grade Control and Surface Smoothness**

Install and maintain grade and transverse slope references.

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

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

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

#### **39-5.04C(3) Planed Material**

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

#### **39-5.04C(4) Temporary HMA Tapers**

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

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

Completely remove temporary tapers before placing permanent surfacing.

#### **39-5.04D Payment**

Not Used

### **39-5.05 REMOVE BASE AND SURFACING**

#### **39-5.05A General**

Section 39-3.06 includes specifications for removing base and asphalt concrete surfacing.

#### **39-5.05B Materials**

Not Used

#### **39-5.05C Construction**

Where base and surfacing are described to be removed, remove base and surfacing to a depth of at least 6 inches below the grade of the existing surfacing. Backfill resulting holes and depressions with embankment material under section 19.

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

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









## 87 ELECTRICAL SYSTEMS

### **Add to section 87-1.01A:**

The traffic signal work is to be performed at the intersection of Harvard Way and Clermont Way. This work is shown on plan sheets labeled E.

Signal timing plans will be provided and programmed to controller by the Department's Sr. Traffic & Light Technician.

### **Delete the section 87-1.01C.**

### **Delete the 21st paragraph of section 87-1.03A.**

### **Delete the end of section 87-1.03A.**

### **Add to section 87-1.03B(1):**

All new conduits must include tracer wire and pull rope.

After conductors have been installed, the ends of the conduits terminating must be sealed with an authorized type of sealing compound.

### **Add to the beginning of section 87-1.03B(3)(a):**

Use Type 3 conduit for underground installation.

### **Add to section 87-1.03B(3)(b):**

The conduit in a foundation and between a foundation and the nearest pull box must be Type 3.

### **Add to section 87-1.03E(3):**

Prior to any work being performed on traffic signal foundations and concrete pads, the finished excavation or embankment side slopes must be completed and approved by the Engineer.

Prior to excavating for reinforced cast-in drilled-hole concrete pile foundations for traffic signal and lighting standard, you must review the pole locations in the field with the Engineer prior to excavating for reinforced cast-in-drilled-hole concrete pile foundations for traffic signal and lighting standards. If a subcontractor performs the excavations, a representative of the subcontractor must participate in the review. The locations of the foundations must be reviewed for conflicts with existing utilities, consistency with other work performed under the contract, and alignment of the standards and attached equipment with traffic lanes, sidewalks, and crosswalks to be construed under the contract. You must not excavate signal pole's foundations without prior written approval of the Engineer.

You must provide reference points to the center of each foundation if stakes for foundations are disturbed during excavation.

Verify no conflicts exist between proposed foundation and existing utility, and that signal head locations will be positioned correctly in relationship to the lanes controlled prior to constructing foundation. If conflicting and questionable conditions are identified, inform the Engineer immediately so that corrections may be made prior to work being done.

### **Replace the 1st paragraph of section 87-1.03F(2)(c)(ii) with:**

Install a Type B loop detector lead-in cable in conduit.

**Replace the 1st paragraph of section 87-1.03F(3)(c)(ii) with:**

Install a Type 2 inductive loop conductor. Use Type 2 for Type E and F loop detectors.

**Delete section 87-1.03G.**

**Replace the 2nd paragraph of section 87-1.03H(2) with:**

Use Method B to insulate a splice.

**Replace “Not Used” in section 87-1.04 with:**

The cost of furnishing and installing signs mounted on signal standards and mast arms is included in the payment for signal and lighting system.

Payment for 2-2”C (empty) conduits as shown on the plans is included in the payment for signal and lighting system.

**Replace the 2nd paragraph of the RSS for section 87-4.01 with:**

Signal and lighting system includes:

1. Foundations
2. Pull boxes
3. Conduit
4. Conductors and cables
5. Standards
6. Signal heads
7. Service equipment enclosure
8. Department-furnished controller assembly
9. Detectors
10. Accessible pedestrian signals
11. Push button assemblies
12. Pedestrian signal heads
13. Luminaires
14. Photoelectric control
15. Fuse splice connectors
16. Department-furnished battery backup system
17. Closed circuit television (CCTV) system
18. Department-furnished video image vehicle detection system
19. Emergency vehicle detector system
20. Wireless serial ethernet modem (WSEM)
21. 8-port ethernet switch
22. Power distribution block

**Add to the end of section 87-4:**

**87-4.05 CLOSED CIRCUIT TELEVISION (CCTV) SYSTEM**

**87-4.05A General**

**87-4.05A(1) Summary**

Section 87-4.05 includes specifications for installing the closed circuit television system.

**87-4.05A(2) Submittals**

Submit a cost breakdown to the Engineer before procurement. The breakdown must include the following:

1. Camera

2. Universal Junction Box
3. Universal Pedestal Mount
4. Ethernet Extender Switch Combination Unit
5. 24 V Regulated Power Supply
6. Remote Ethernet Power Controller Switch
7. Multiple AC Outlet
8. Wireless Serial Ethernet Modem (WSEM)
9. Category 6 Data Line Surge Protector
10. Rack Mount Data Surge Suppressor
11. High mast CCTV assembly

Notify the Engineer 3 days before any CCTV is taken down. Once a CCTV is taken down, make sure it is operational again within 5 days. Do not work on more than 10 CCTVs at a time.

#### **87-4.05A(3) Quality Control and Assurance**

##### **87-4.05A(3)(a) Warranty**

Furnish a 2-year replacement warranty from the manufacturer of the CCTV system against any defects or failures. The effective date of the warranty is the date of installation. Furnish replacement CCTV system parts within 5 days after receipt of the failed parts. The Department does not pay for the replacement parts. Deliver replacement modems and power supplies to the Department's maintenance electrical shop.

##### **87-4.05A(3)(b) Acceptance Test Procedure**

Upon completion of work, each CCTV system must be subjected to post-installation tests as outlined herein. All software must be provided and loaded before the start of testing.

Notify the Engineer to arrange a date for testing. Provide a color monitor capable of displaying the color NTSC video and a computer capable of exercising the Camera functions and displaying the H.264 video using a local network connection. Perform and document the following tests in the presence of the Engineer. Place the results from each location into a binder and deliver to the Engineer.

##### **87-4.05A(3)(c)(1) Iris Auto/Manual Operation**

With IRIS Auto/Manual switch in Manual:

1. Open Iris and verify that the video image lightens.
2. Close the Iris and verify that the video image darkens.

Open the Iris to lighten the image and then switch IRIS Auto/Manual switch to auto. Verify that the Camera iris closes to produce the original video image.

Close the Iris to darken the image and then switch IRIS Auto/Manual switch to auto. Verify that the Camera iris opens to produce the original video image.

##### **87-4.05A(3)(c)(2) Focus Auto/Manual Operation**

With FOCUS Auto/Manual switch in Manual, demonstrate that the Camera can focus on objects both near and far in the field of view.

Focus near, then switch FOCUS Auto/Manual switch to auto and demonstrate that the Camera focus adjusts automatically to bring the image back in focus.

Focus far, then switch FOCUS Auto/Manual switch to auto and demonstrate that the Camera focus adjusts automatically to bring the image back in focus.

##### **87-4.05A(3)(c)(3) Zoom Telephoto/Wide Operation**

With the IRIS and FOCUS Auto/Manual switches in Auto, demonstrate the auto IRIS & FOCUS adjustments operate with a focused picture present in the video image as the picture is zoomed near and far.

With IRIS and FOCUS Auto/Manual switch in Manual operate the Zoom from wide angle to Telephoto to demonstrate that all IRIS & FOCUS adjustments do not operate as if in Auto.

Demonstrate that the analog zoom functions through 30 times the focal length.

#### **87-4.05A(3)(c)(4) Tilt Operation**

Demonstrate that with Iris and Focus in Auto & Zoom in wide mode that the Camera has a tilt range of 360 degrees.

#### **87-4.05A(3)(c)(5) Pan Right/Left Operation**

Demonstrate that with Iris and Focus in Auto, and Zoom in wide mode that the Camera can pan 360 degrees.

#### **87-4.05A(3)(c)(6) Camera Preset Operation**

Using Camera control software, demonstrate that the Camera system executes a minimum of 6 unique preset positions employing various degrees of zoom, pan and tilt. The Camera must move freely from one preset position to the next.

The Camera system must move to the next preset position in 4 seconds or less. Once in the preset position, the Camera must not move unless directed by another command.

The Camera control software must automatically and continuously test all 6 preset positions in succession for a minimum of one hour.

#### **87-4.05A(3)(c)(7) ID Generation**

Using Camera ID Generator and vendor supplied Camera control software, demonstrate the insertion of 20 text characters into the video image.

Demonstrate that the text can be cleared using the control software.

### **87-4.05B Materials**

#### **87-4.05B(1) General**

The CCTV system must comply with all rules and regulations of the Federal Communications Commission, and these special provisions.

All materials installed must be new, corrosion resistant and in strict accordance with the details shown and these specifications.

The CCTV camera must display High Definition (HD) color digital video and be controlled from the RTMC using an Internet Protocol (IP) network connection.

#### **87-4.05B(2) Camera**

The CCTV system must deliver both digital video and analog video simultaneously. The Camera must also be controlled using both IP and the asynchronous serial communication standard TIA-422. The Camera must also have a built in web server to allow for administrative, setup, control, and viewing capabilities. The Camera command instruction protocol must be selectable between at least the ONVIF, NTCIP and COHU i-View 3965 series Camera control protocol. The Camera must meet or exceed the following general specifications:

Specifications	Description
<b>Camera</b>	
Image Sensor	1/3in 2 megapixel
Digital Image Resolution	1080p/1080i/720p
Analog Image Resolution	NTSC
Lens	30x optical zoom
Iris	Auto or manual
Focus	Auto or manual
Image Stabilization	On/Off
S/N Ratio	>50dB
<b>IP VIDEO/NETWORK</b>	
IP Video Streams	2 individually configured + Analog
Video Codec	H.264 and MJPEG
Codec Resolution	D1,VGA,HVGA,QVGA,2CIF, NTSC,SDTV
Frame Rates	30, 15, 7, 4, 2, 1
Data Rates	64Kb/sec to 5Mb/sec
Connection Types	Multicast or Unicast
Network Protocols	RTP, RTSP, UDP, TCP, IP, HTTP, ARP
On Screen Display	Logo or OSD overlay video
On Screen Titling	Up to 24 characters
On Screen Azimuth Display	Indicates viewing direction
<b>POSITIONING DRIVE</b>	
Pan Range	continuous 360 degrees
Tilt Range	+90 to -90 degrees or continuous 360 degrees
Compass setting	True North
Preset	64 preset positions
Tours	8 tours of 32 presets with individual dwell times
Protocol	ONVIF, COHU, NTCIP
Control	TIA-422 and IP
Configuration and Setup	Web Server
Firmware	Upgradeable flash memory
<b>CAMERA CABLE (ELECTRICAL/ENVIRONMENTAL)</b>	
Power Input	120 VAC
Cable Length	3ft
Cable Connector	Mil-Spec Circular
Operating Temperature	-29 to +165 degrees F
Heater	Yes
Protection Rating	IP-67

### 87-4.05B(3) Universal Junction Box (UJB)

The UJB must be a NEMA-3R enclosure mounted to the Universal Pedestal Mount (UPM). The details for the UJB are shown.

The universal junction box will contain the following items: Ethernet extender switch combination unit, Wireless Serial Ethernet Modem (WSEM), data surge suppressor, NEMA-15 duplex outlet, and 15A circuit breaker. All components must be mounted on a DIN rail bracket.

### 87-4.05B(4) Camera Breakout Cable (CBC)

The CBC is a 2-ft long cable that will connect to the mil-spec connector on the camera cable and terminate in the universal junction box. The CBC will also have the following terminations: mil-spec on one end and RJ-45 and a NEMA-15 plug on the other end.



#### **87-4.05B(5) Camera Interconnect Cable (CIC)**

The Camera Interconnect Cable must be either of the following:

1. A multi-conductor cable with an outdoor rated common outer jacket containing: TIA 538B CAT6 cable and three-AWG 12 (white, black, green) wires.
2. Two discrete cables each with an outdoor rated outer jacket: TIA 538B CAT-6 cable, three-AWG 12 (white, black, green) wires.

The Camera must be terminated at the controller cabinet with a NEMA-15 plug and RJ-45 connector. The CIC must be terminated at the pole mounted universal junction box with the three 12 AWG wires (white, black, green) stripped and tinned, and RJ-45 connector. The CIC must have a strain relief located towards the top of the CCTV pole and hung using a cable grip on the CCTV pole's j-hook. Wiring must run continuous from the universal junction box to the controller cabinet. No splices are allowed. Verify CIC cable length before ordering of materials.

#### **87-4.05B(6) Universal Pedestal Mount (UPM)**

The UPM must mount to either a 5" or 7" diameter end of the CCTV pole depending on the size of the top of the existing pole being used. The UPM must also allow for mounting of the universal junction box. The details for the UPM are shown.

#### **87-4.05C Construction**

Inform the Engineer one week before installation and testing.

The CCTV system must be installed and tested as a complete and operational system. The installation includes any ancillary components not detailed and required to make the CCTV system operate such as power supplies, cables, cable adapters, and mounting brackets.

You will be provided an IP configuration for each camera location. The camera must be configured with the appropriate IP address before the acceptance test procedure (ATP).

The camera compass setting must also be set for true North before the camera ATP.

The Camera must be mounted using a universal pedestal pole top mounted adapter (18" adaptor post) along with a universal junction box as shown and under these special provisions.

The Camera must connect to the Camera Interface Cable using connections provided within the universal junction box.

The cable run between components must be continuous without splices. A minimum of 3 feet of slack must be provided at each pull box, junction box or vault, and a minimum of 9 feet at each cabinet.

The CCTV system must be installed and tested per the CCTV system manufacturer requirements.

#### **87-4.05D Payment**

Not used.

#### **87-4.06 8 PORT ETHERNET SWITCH**

##### **87-4.06A General**

##### **87-4.06A(1) Summary**

Section 86-4.06 includes specifications for installing 8 port ethernet switch.

##### **87-4.06A(2) Definitions**

**HUB:** Network focal point

**DIN:** Top Hat Type 35mm

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### **87-4.06A(3) Submittals**

Before installation, submit the following equipment documents:

1. Contract number
2. Manufacturer's name
3. Manufacturer's installation instructions
4. Your contact information
5. Manufacturer specification sheet along with the complete ordering number of the equipment.

### **87-4.06A(4) Quality Control and Assurance**

#### **87-4.06A(4)(i) General**

Deliver the equipment to the Engineer for configuration and testing.

After installation, the Department will test the equipment as part of the local area field network system.

#### **87-4.06A(4)(ii) Warranty**

Furnish a 3-year replacement warranty from the manufacturer of the Ethernet switch against any defects or failures. The effective date of the warranty is the date of acceptance of the installation. Replacement switch must be provided within 10 days of receipt of a failed unit. The department does not pay for replacement parts. Deliver replacement modems and power supplies to the Department's maintenance electrical shop.

### **87-4.06B Materials**

The Ethernet switch must be a hardened switch used to expand the amount of Ethernet ports available at the network field hub. The Ethernet switch must have a minimum capacity of eight (8) network connections.

The Ethernet switch must meet the following requirements:

1. Ethernet Interface: 10/100Base T, IEEE 802.3, Auto-Negotiate, Auto-MDI-MDIX
2. Ports: (8) RJ-45, STP and UTP
3. LED Indicators: Power, Per Port Link Speed Status
4. Memory: 768 Kbits packet buffer
5. Input Voltage: 12 - 48 V(dc)
6. DIN Mount: Top Hat 35 mm
7. Operating Temperature: -40°F to +167°F

### **87-4.06C Construction**

Install the Ethernet switch on a DIN rail in the cabinet.

### **87-4.06D Payment**

Not Used

## **87-4.07 POWER DISTRIBUTION BLOCK**

### **87-4.07A General**

#### **87-4.07A(1) Summary**

Section 87-4.07 includes specifications for installing the Power Distribution Block.

#### **87-4.07A(2) Submittals**

Provide cut sheets and documentation showing the manufacturer certified Power Distribution Block.

#### **87-4.07A(3) Quality Control and Assurance**

The installation of the Power Distribution Block must be a certified installation.

**87-4.07B Materials**

The Power Distribution Block must have recessed screw terminals for safe connection. It must have a minimum of 9 pairs of terminal lugs (2 Terminal Lugs/Block). Terminal Block must separate terminals by an insulating block.

The Power Distribution Block must meet the following requirements:

Description	Specification
Wire Range	Supply: 24-10 AWG, Distribution: 24-12 AWG
Voltage	120 VAC
Current	2 AMPERE
Mount	Standard DIN Rail (1.4")
Dimension	3.75" (L) X 1.50" (W) X 2.75" (D)

**87-4.07C Construction**

Not Used.

**87-4.07D Payment**

Not Used

**87-4.08 WIRELESS SERIAL ETHERNET MODEM (WSEM)**

**87-4.08A General**

**87-4.08A(1) Summary**

Section 87-4.08 includes specifications for installing the wireless serial ethernet modem.

**87-4.08A(2) Submittals**

Submit warranty documentation before installation.

**87-4.08A(3) Quality Control and Assurance**

Furnish a 1-year replacement warranty from the manufacturer of the WSEM and antenna against any defects or failures. The effective date of the warranty is the date of installation. Furnish replacement supplies within 5 days after receipt of the failed parts. The Department does not pay for the replacement parts. Deliver replacement supplies to the Department’s maintenance electrical shop.

**87-4.08B Materials**

**87-4.08B(1) General**

Carrier Detect (CD) or Clear to Send (CTS) signal must be asserted 0.1s +/- 0.01s prior to data being transmitted and must be de-asserted 0.1s +/-0.01s after the last byte sequence is transmitted.

The WSEM must have the following features or better:

Description	Specifications
Frequency of Operation	902 – 928 MHz
Spread Spectrum	Frequency Hopping
Hopping Channels	50/Pattern
Link Rate	User Selectable between 345kbps and 1.1Mbps data rates
Error Detection	32bit CRC, ARQ
Data Encryption	128 bit AES
Sensitivity	124dBm at 9600 bps
RF-Power	100mW to 1W (20-30dBm)
System Gain	136dB system gain w/unity gain antenna
(2) Serial Ports	RS232: RxD, TxD, RTS, CTS, DCD, DSR, DTR RS422: Tx+, Tx-, Rx+, Rx-  RS485: 4 wire/2wire  Baud rate: 300bps to 230.4kbps
Serial Connectors	DB-9F and RJ45
Antenna Connector	Reverse Polarity TNC Male
Ethernet	RJ-45, 10/100 BaseT IEEE 802.3
Network Protocols	TCP, UDP, ARP, ICMP, DHCP, HTTP, SNMP, FTP, Serial over IP
Management	Local Serial Port Console, Telnet, HTTP, SNMP, FTP Upgrade (No-PROM upgrades)
Diagnostics	VSWR, Battery voltage, Temperature, RSSI, Remote diagnostics
Operating Modes	Point-to-Point, Point-to-Multipoint, Store&-Forward Repeater, Peer-to-Peer
Ethernet Interface	RJ-45, 10/100BaseT, IEEE 802.3 Ethernet compliant, auto-sense, auto-negotiate
Operating Temperature	-40°F to +167°F
Warranty	1-Year

#### 87-4.08B(2) Low Profile ANTENNA

The WSEM Low Profile Antenna (LPA) must be compatible with the WSEM. It must have field diversity with vertical polarization components, antenna diversity and frequency agility. A threaded stud mount will provide a vandal resistant mounting on a controller cabinet. It must have a weather sealed case and weather proofing must be included and provided.

The WSEM antenna must have the following features or better:

Description	Specifications
Form Factor (Height x dia.)	Low-profile, 3.3"x1.44"
Beam Width	Omni Directional
Polarization	Vertical
Frequency range	698-960 MHz, 1710-2700 MHz
VSWR (for 698-806, 806-960, 1710-2110, 2110-2170, 2300-2700 MHz frequencies)	<2.5:1, <2:1, <2:1, <2.5:1, <2.5:1, <2:1 respectively
Power	100 Watts max
Gain (698-960, 1710-1990, 2100-2700 MHz)	3.5 dBi, 5.5dBi, 4.6dBi respectively
Impedance	50 ohm
Connector	N-Type Female
Color	Black
Environmental	-40°F to +158°F

#### 87-4.08C Construction

Not Used

#### 87-4.08D Payment

Not Used

### 87-4.09 VIDEO IMAGE VEHICLE DETECTION SYSTEM

#### 87-4.09A General

##### 87-4.09A(1) Summary

Section 87-4.09 includes installing video image vehicle detection system (VIVDS) for traffic signals.

##### 87-4.09A(2) Definitions

**Video Detection Unit (VDU):** Processor unit that converts the video image from the camera and provides vehicle detection in defined zones. Unit includes an image processor, extension module, and communication card.

**Video Image Sensor Assembly (VIS):** An enclosed and environmentally-protected camera assembly used to collect the video image.

**Video Image Vehicle Detection System (VIVDS):** A system that detects video images of vehicles in defined zones and provides video output.

**Video Over Ethernet Adaptor (VOEA):** A system that provides an IP connection to the VIVDS and is accessible via a web browser. This includes the capability to make configuration changes remotely.

##### 87-4.09A(3) Submittals

Submit documentation within 30 days after Contract approval but before installing VIVDS equipment.

The documentation submittal must include:

1. Certificate of Compliance: As specified in Section 6-2.03C, "Certificates of Compliance," of the Standard Specifications.
2. Site Analysis Report: Written analysis for each detection site, recommending the optimum video image sensor assembly placement approved by the manufacturer.
3. Lane Configuration: Shop drawing showing:
  - 3.1. Detection zone setback

- 3.2. Detection zone size
- 3.3. Camera elevation
- 3.4. Selected lens viewing angle
- 3.5. Illustration of detection zone mapping to reporting contact output
- 3.6. Illustration of output connector pin or wire terminal for lane assignment.
4. Configuration Record: Windows 7 PC compatible STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER containing:
  - 4.1. Proposed zone designs
  - 4.2. Calibration settings
5. Mounting and Wiring Information: Manufacturer approved wiring, video cable and service connection diagrams.
6. Communication Protocol: Industry standard available in public domain. Document defining:
  - 6.1. Message structure organization
  - 6.2. Data packet length
  - 6.3. Message usability
  - 6.4. Necessary information to operate a system from a remote windows based personal computer.
7. Programming Software: STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER containing set up and calibration software that observes and detects the vehicular traffic, including bicycles, motorcycles, and sub-compact cars, with overlay of detection zones and allows adjustment of the detection sensitivity for a traffic signal application.
8. Detector Performance STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER. Recordings and Analysis: Performance analysis based on 24-hour STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER recording of contiguous activity for each approach. Include:
  - 8.1. Two contiguous hours of sunny condition, with visible shadows projected a minimum of 6 feet into the adjacent lanes
  - 8.2. Two 1-hour night periods with vehicle headlights present.
9. Preventative Maintenance Parts Documentation: List of equipment replacement parts for preventative maintenance, including:
  - 9.1. Electrical parts, wiring and video cable
  - 9.2. Mechanical parts
  - 9.3. Assemblies.

Allow 7 days for the Engineer to review the documentation submittal.

If the Engineer requires revisions, submit a revised submittal within 5 days of receipt of the Engineer's comments and allow 5 days for the Engineer to review. If agreed to by the Engineer, revisions may be included as attachments in the resubmittal. The Engineer may conditionally approve, in writing, resubmittals that include revisions submitted as attachments, in order to allow construction activities to proceed.

Upon the Engineer's approval of the resubmittal, submit copies of the final documents (with approved revisions incorporated) to the Engineer.

Submit an acceptance testing schedule for approval 15 days before starting acceptance testing.

When beginning acceptance testing of VIVDS and detector performance and analysis, submit approved copies of the following:

1. Configuration Record: Windows 7 PC compatible STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER containing:
  - 1.1. Final zone designs
  - 1.2. Calibration settings to allow reinstallation.
2. Mounting and Wiring Information: Final wiring and service connection diagrams.
  - 2.1. One copy for the Engineer
  - 2.2. A second copy wrapped in clear self-adhesive plastic, be placed in a heavy duty plastic envelope, and secured to the inside of the cabinet door.

#### **87-4.09A(4) Quality Control and Assurance**

##### **87-4.09A(4)(a) General**

VIVDS and support equipment required for acceptance testing must be new and as specified in the manufacturer's recommendations. Date of manufacture, as shown by date codes or serial numbers of electronic circuit assemblies, must not be older than 12 months from the scheduled installation start date. Material substitutions must not deviate from the material list approved by the Engineer.

##### **87-4.09A(4)(a)(1) Training**

Not Used

##### **87-4.09A(4)(a)(2) Warranty**

Furnish a 3-year replacement warranty from the manufacturer of VIS and VDU against defects in materials and workmanship or failures. The effective date of the warranty is the date of acceptance of the installation. Submit all warranty documentation before installation.

Replacement VIS and VDU must be furnished within 10 days of receipt of a failed unit. The Department does not pay for replacement.

Deliver replacement VIS and VDU to the Department's maintenance electrical shop.

#### **87-4.09B Materials**

##### **87-4.09B(1) General**

VIVDS must include necessary firmware, hardware, and software for designing the detection patterns or zones at the intersection or approach. Detection zones must be created with a graphic user interface designed to allow to anyone trained in VIVDS system setup to configure and calibrate a lane in less than 15 minutes.

System elements must comply with the manufacturer's recommendations and be designed to operate continuously in an outdoor environment.

All equipment, cables, and hardware must be part of an engineered system that is designed by the manufacturer to fully interoperate with all other system components. Mounting assemblies must be corrosion resistant. Connectors installed outside the cabinets and enclosures must be corrosion resistant, weather proof, and watertight. Enclosed cables must be sunlight and weather resistant.

##### **87-4.09B(1)(a) Physical and Mechanical Requirements**

VIVDS must include:

1. VIS and mounting hardware. Use a clamping device as mounting hardware on a pole or mast-arm.
2. VDU
3. VOA
4. Power supply
5. Surge suppression
6. Cables
7. Connectors
8. Wiring for connecting to the Department-furnished controller cabinet.
9. Communication card

##### **87-4.09B(1)(b) Electrical**

VIVDS must operate between 90 to 135 V(ac) service as specified in NEMA TS-1. VIS, excluding the heater circuit, must draw less than 10 W of power. Power supply or transformer for the VIVDS must meet the following minimum requirements:

**Minimum Requirements for Power Supply and Transformers**

<b>Item</b>	<b>Power Supply</b>	<b>Transformer</b>
Power Cord	Standard 120 V(ac), 3 prong cord, 3 feet minimum length (may be added by Contractor)	Standard 120 V(ac), 3 prong cord, 3 feet minimum length (may be added by Contractor)
Type	Switching mode type	Class 2
Rated Power	Two times (2x) full system load	Two times (2x) full system load
Operating Temperature	From -37 to 74 °C	From -37 to 74 °C
Operating Humidity Range	From 5 to 95 percent	From 5 to 95 percent
Input Voltage	From 90 to 135 V(ac)	From 90 to 135 V(ac)
Input Frequency	60 ± 3 Hz	60 ± 3 Hz
Inrush Current	Cold start, 25 A Max. at 115 V(ac)	N/A
Output Voltage	As required by VIVDS	As required by VIVDS
Overload Protection	From 105 to 150 percent in output pulsing mode	Power limited at >150 percent
Over Voltage Protection	From 115 to 135 percent of rated output voltage	N/A
Setup, Rise, Hold Up	800ms, 50ms, 15ms at 115 V(ac)	N/A
Withstand Voltage	I/P-0/P:3kV, I/P-FG:1.5kV, for 60 s.	I/P-0/P:3kV, I/P-FG:1.5kV, for 60 s
Working Temperature	Not to exceed 70°C at 30 percent load	Not to exceed 70 °C at 30 percent load
Safety Standards	UL 1012, UL 60950	UL 1585

Field terminated circuits must include transient protection as specified in IEEE Standard 587-1980, Category C. Video connections must be isolated from ground.

**87-4.09B(1)(c) Technical Requirements**

Camera and zoom lens assembly must be housed in an environmentally sealed enclosure that complies with NEMA 4 standards. Enclosure must be watertight and protected from dust. Enclosure must include a thermostat controlled heater to prevent condensation and to ensure proper lens operation at low temperatures. Adjustable sun shield that diverts water from the camera's field of view must be included. Connectors, cables and wiring must be enclosed and protected from weather. An environmentally sealed (protected from dust and moisture ingress) connector must be used at the rear plate of the housing. Wiring to the connector must be sealed with silicone or putty compound.

Each camera and its mounting hardware must be less than 10 pounds and less than 1 square foot equivalent pressure area. Only one camera must be mounted on a traffic signal or luminaire arm. Top of camera must not be more than 12 inches above top of luminaire arm or 30 inches above top of traffic signal arm.

VIS must use a charge-coupled device (CCD) element or Complementary Metal–Oxide–Semiconductor (CMOS), support National Television Standards Committee (NTSC) and RS170 video output formats, and have a horizontal resolution of at least 360 lines. VIS must include an auto gain control (AGC) circuit, have a minimum sensitivity to scene luminance from 0.01 to 930 foot-candle, and produce a usable video image of vehicular traffic under all roadway lighting conditions regardless of the time of day. VIS must have a motorized lens with variable focus and zoom control with an aperture of f/1.4 or better. Focal length must allow ± 50 percent adjustment of the viewed detection scene.

A flat panel video display with a minimum 8-inch screen and that supports NTSC video output must be enclosed in the controller cabinet for viewing video detector images and for performing diagnostic testing.



Display must be viewable in direct sunlight. Each VIVDS must have video system connections that support the NTSC video output format, can be seen in each camera's field of view, and has a program to allow the user to switch to any video signal at an intersection. A metal shelf or pull-out document tray with metal top capable of supporting the VDU and monitor must be furnished and placed on an EIA 19 inch rack with 10-32 "Universal Spacing" threaded holes in the controller cabinet. System must allow independent viewing of a scene while video recording other scenes without interfering with the operation of the system's output.

Mounting hardware must be powder-coated aluminum, stainless steel, or treated to withstand 250 hours of salt fog enclosure as specified in ASTM B 117 without any visible corrosion damage.

VDU must operate between -37 to +74 °C and from 0 to 95 percent relative humidity.

VDU front panel must have indicators for power, communication, presence of video input for each VIS, and a real time detector output operation. Hardware or software test switch must be included to allow the user to place either a constant or momentary call for each approach. Indicators must be visible in daylight from 5 feet away.

VDU must have a serial communication port, EIA 232/USB 2.0 that supports sensor unit setup, diagnostics, and operation from a local PC compatible laptop with Windows 7 or later version operating system. VIVDS must have an Ethernet communication environment, including Ethernet communication card. VIVDS must include central and field software to support remote real-time viewing and diagnostics for operational capabilities through wide area network (WAN).

VDU, image processors, extension modules, and video output assemblies must be inserted into the controller input file slots using the edge connector to obtain limited 24 V(dc) power and to provide contact closure outputs. Cabling the output file to a "D" connector or RJ-45 on the front of the VDU is acceptable. If the VDU is capable of simultaneously processing information from two video image sensor assemblies, the VDU will only process one through lane phase. No rewiring to the standard controller cabinet is allowed. Wiring to the backplane of the input files is not allowed. Controller cabinet resident modules must comply with the requirements in Chapter 1 and Sections 5.2.8, 5.2.8.1, 5.2.8.2, 5.4.1, 5.4.5, 5.5.1, 5.5.5, and 5.5.6 of TEES.

#### **87-4.09B(1)(d) Functional Requirements**

VIVDS must support normal operation of existing detection zones while a zone is being added or modified. Zone must flash or change color on a viewing monitor when vehicular traffic is detected. Length and width of each detection zone for each lane must be approved by the Engineer.

Software and firmware must detect vehicular traffic presence, provide vehicle counts, set up detection zones, test VIVDS performance, and allow video scene and system operation viewing from the local traffic management center/office. VIVDS must support a minimum of 2 separate detection patterns or zones that can be enacted by a remote operator at the signal controller cabinet.

VIVDS detection zone must detect vehicles by providing an output for presence and pulse. At least one detection output must be provided for each detection zone. One spare detection output must be provided for each approach. Detection performance must be achieved for each detection zone with a maximum of 8 user-defined zones for every camera's field of view.

VIVDS must detect the presence of vehicles under all types of adverse weather and environmental conditions, including snow, hail, fog, dirt, dust or contaminant buildup on the lens or faceplate, minor camera motion due to winds, and vibration. Under low visibility conditions, the VIVDS must respond by selecting a fail-safe default pattern, placing a constant call mode for all approaches. VIVDS outputs must assume a fail-safe "on" or "call" pattern for presence detection if video signal or power is not available and must recover from a power failure by restoring normal operations within 3 minutes without manual intervention. If powered off for up to 90 days, system must maintain the configuration and calibration information in memory.

Detection algorithm must be designed to accommodate naturally occurring lighting and environment changes, specifically the slow moving shadows cast by buildings, trees, and other objects. These changes must not result in a false detection or mask a true detection. VIVDS must not require manual interventions for day-night transition or for reflections from poles, vehicles or pavement during rain and weather changes. VIVDS must suppress blooming effects from vehicle headlights and bright objects at night.

Vehicle detection must call service to a phase only if a demand exists and extend green service to the phase until the demand is taken care of or until the flow rates have reduced to levels for phase termination. VIVDS must detect the presence of vehicular traffic at the detection zone positions and provide the call contact outputs to the Model 170E or Model 2070E controller assembly with the following performance:

**Detector Performance**

Requirements	Performance during AMBER and RED interval	Performance during GREEN interval
Average response time after vehicle enters 3 feet into detection zone or after exiting 3 feet past detection zone	≤ 1 s	≤ 100 ms
Maximum number of MISSED CALLS in 24-hour duration, where MISSED CALLS are greater than 5 s during AMBER and RED intervals and greater than 1 s during GREEN intervals (upon entering 3 feet of detection zone or after exiting 3 feet past detection zone).	0	10
Maximum number of FALSE CALLS in 24-hour duration (calls greater than 500ms without a vehicle present)	20	20

VIVDS must be able to locally store, for each lane, vehicle count data in 5, 15, 30, and 60 minute intervals for a minimum period of 7 days and be remotely retrievable. VIVDS must count vehicular traffic in detection zone with a 95 percent accuracy or better for every hour counted over a morning or an evening peak hour. VIVDS detection zone tested must have a minimum range of 50 feet behind the limit line for each approach. Testing period will be pre-approved by the Engineer 48 hours in advance.

**87-4.09C Construction**

Install VDU in a Department-furnished Model 170E or Model 2070E controller assembly. Install VIS power supply or transformer on a standard DIN rail using standard mounting hardware and power conductors wired to DIN rail mounted terminal blocks in the controller cabinet.

Wiring must be routed through end caps or existing holes and sealed. New holes for mounting or wiring must be shop-drilled.

Wire each VIS to the controller cabinet with a wiring harness that includes all power, control wiring, and coaxial video cable. Attach harness with standard MIL type and rated plugs. Cable type and wire characteristics must comply with manufacturer's recommendations for the VIS to cabinet distance. Wiring and cables must be continuous, without splices, between the VIS and controller cabinet. Coil a minimum of 7 feet of slack in the bottom of the controller cabinet. For setup and diagnostic access, terminate serial

data communication output conductors at TB-0 and continue for a minimum of 10 feet to a DB9F connector. Tape ends of unused and spare conductors to prevent accidental contact to other circuits.

Label conductors inside the cabinet for the functions depicted the approved detailed diagrams. Label cables with permanent cable labels at each end.

Adjust the lens to view 110 percent of the largest detection area dimension. Zones or elements must be logically combined into reporting contact outputs that are equivalent to the detection loops and with the detection accuracy required.

Verify the performance of each unit, individually, and submit the recorded average and necessary material at the conclusion of the performance test. Determine and document the accuracy of each unit, individually, so that each unit may be approved or rejected separately. Failure to submit necessary material at the conclusion of testing invalidates the test. The recorded media serves as acceptance evidence and must not be used for calibration. Calibration must have been completed before testing and verification.

Verify the detection accuracy by observing the VIVDS performance and recorded video images for a contiguous 24-hour period. The recorded video images must show the viewed detection scene, the detector call operation, the signal phase status for each approach, the vehicular traffic count, and time-stamp to 1/100 of a second, all overlaid on the recorded video. Transfer the 24-hour analysis to STAND ALONE ENCRYPTED FLASH OR HARD DRIVE USB 2.0 OR BETTER.

VIVDS must meet the detection acceptance criterion specified in table titled "Detector Performance."

Calculate the VIVDS's vehicular traffic count accuracy as  $100[1-(|TC-DC|/TC)]$ , where DC is the detector's vehicular traffic count and TC is the observed media-recorded vehicular traffic count and where the resulting fraction is expressed as an absolute value.

VOEA must provide access to all cameras at the intersection via an Ethernet connection using IP communication. All cameras must be visible simultaneously, or individually. The display must be identical to that which is supplied at the control cabinet. The system must allow all settings to be monitored and changed remotely.

The Engineer will review the data findings and accept or reject the results within 7 days. Vehicle anomalies or unusual occurrences will be decided by the Engineer. Data or counts not agreed by the Engineer will be considered errors and count against the unit's calibration. If the Engineer determines that the VIVDS does not meet the performance requirements, you must re-calibrate and retest the unit, and resubmit new test data within 7 days. After 3 failed attempts, you must replace the VIVDS with a new unit.

Notify the Engineer 20 days before the unit is ready for acceptance testing. Acceptance testing must be scheduled to be completed before the end of a normal work shift. You must demonstrate that all VIS and VDUs satisfy the functional requirements.

#### **87-4.09D Payment**

Not Used

#### **Replace section 87-18.04 with:**

Payment for interconnection conduit and cable is included in the payment for signal and lighting system.

#### **Replace section 87-20.03K with:**

#### **87-20.03K Removing Temporary Signal Systems**

The components to be removed are shown on the project plans.

Removal of the temporary signal system must be performed in sequence with activation of the permanent signal system.



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

**CIP NO. 36105080, CONTRACT No. 8045**

**HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS**

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this 23<sup>rd</sup> day of April, in the year of 2024, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the, Department of Transportation thereof, the party of the first part hereinafter called "County," and [CONTRACTOR], party of the second part hereinafter called "Contractor."

**RECITALS:**

**WHEREAS**, County has caused the above-captioned Project to be let to formal bidding process; and

**WHEREAS**, Contractor has duly submitted a bid response for the captioned Project upon which County has awarded this Contract;

**NOW, THEREFORE**, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

**Article 1. THE WORK**

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

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

**HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS**

The Project is located in County of El Dorado (insert location description from NTB). The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Altering an existing intersection to include traffic signals and turn pockets. Work to include installation of ADA, ramps, traffic signals, striping, and paving. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, , Opt Out of Payment Adjustments for Price Index Fluctuation form, if elected, , the Contract which includes this Agreement with all Exhibits thereto, including the, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans 2022, and Standard Specifications 2022, Revised Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-

94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other Contract Document, this Agreement shall take precedence.

### **Article 3. COVENANTS AND CONTRACT PRICE**

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

### **Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 8 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **\$4,200** as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the Contract time prescribed herein.

### **Article 5. INDEMNITY**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, any property owners from whom the County obtained easements, and any government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County, any property owners from whom the County obtained easements, or government agency employees, or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, any property owners from whom the County has obtained easements, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, , or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, any property owners from whom the County obtained easements, and any government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity

are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

**Article 6. VENUE**

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

**Article 7. PERFORMANCE BOND**

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

**Article 8. PAYMENT BOND**

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

**Article 9. NOTIFICATION OF SURETY COMPANY**

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

**Article 10. ASSIGNMENT OF ANTITRUST ACTIONS**

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

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

**Article 11. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate 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.

Harvard Way at Clermont Way Improvements  
**Contract No. 8045, CIP No 36105080**  
March 19, 2024

County of El Dorado  
**Agreement**  
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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 12. TERMINATION BY COUNTY FOR CAUSE**

County may, without prejudice to any other right or remedy and after giving Contractor a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor if any of the following events occur:

1. Contractor is adjudged as bankrupt or insolvent.
2. Contractor makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property.
3. Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
4. Contractor on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment.
5. Contractor on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment.
6. Contractor disregards the authority of County's representative, or the Engineer, if one is appointed.
7. Contractor violates Article 36.
8. Contractor otherwise violates any material provision of the Contract Documents.

County shall state in that written notice the reason(s) for the default. After that ten (10) day period has elapsed, County may terminate the services of Contractor immediately and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, County may serve Contractor with an Inspector's written notice demanding satisfactory compliance with this Agreement if Contractor does any of the following:

1. Fails to begin delivery of materials and equipment, to commence Work within the time specified, or to maintain the rate of delivery of material.
2. Fails to execute the Work in the manner and at such locations as specified.
3. Fails to maintain a work program which will ensure County's interest.
4. Contractor is not carrying out the intent of this Agreement.

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

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

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



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

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

**Article 13. SUCCESSORS AND ASSIGNS**

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

**Article 14. REPORTING ACCIDENTS**

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

**Article 15. EMISSIONS REDUCTION**

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

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

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

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

**Article 15. WORKERS’ COMPENSATION CERTIFICATION**

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

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

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

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

**Article 16. WARRANTY**

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**Article 17. RETAINAGE**

The retainage from payment is set forth in Section 9-1.16F(1) of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**Article 18. RESERVED**

**Article 19. PREVAILING WAGE REQUIREMENTS**

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

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

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

**Article 20. NONDISCRIMINATION**

A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code,

Section 12990, set forth in Sub Chapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, section 11102 incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. **RESERVED**
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the Federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

**Article 21. 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 County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- d. 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.
- e. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

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

**Article 22. BUSINESS LICENSE**

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

**Article 23. FORCE MAJEURE**

Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

#### **Article 24. INDEPENDENT CONTRACTOR**

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **Article 25. CONFLICT OF INTEREST**

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest

in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 12.

#### **Article 26. TAXES**

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

#### **Article 27. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Matthew D. Smeltzer, Deputy Director Engineering, Fairlane Unit, El Dorado County, Department of Transportation, or successor.

#### **Article 28. AUTHORIZED SIGNATURES**

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

#### **Article 29. PARTIAL INVALIDITY**

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

#### **Article 30. NO THIRD PARTY BENEFICIARIES**

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

#### **Article 31. COUNTERPARTS**

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

#### **Article 32. ENTIRE AGREEMENT**

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

**IN WITNESS WHEREOF**, the said Community Development Agency, Transportation Division of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

**COUNTY OF EL DORADO**

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

Chair, Board of Supervisors

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

Attest:  
Kim Dawson  
Clerk of the Board of Supervisors

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

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

Deputy Clerk

**CONTRACTOR**

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

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

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

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

President

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

Corporate Secretary

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

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

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

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

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

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

**EXHIBIT A  
CONTRACTOR'S BID AND BID PRICE SCHEDULE  
HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS  
CONTRACT NO. 8045 / CIP NO. 36105080**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	080050	Progress Schedule (Critical Path Method)	LS	1		
2	120090	Construction Area Signs	LS	1		
3	120100	Traffic Control System	LS	1		
4	120159	Temporary Traffic Stripe (Paint) (ENGMET)	LS	1		
5	12865X	Portable Changeable Message Sign	EA	4		
6	130100	Job Site Management	LS	1		
7	130200	Water Pollution Prevention Control Plan	LS	1		
8	14900X	Prepare Asbestos Dust Mitigation Plan	LS	1		
9	260203	Class 2 Aggregate Base	CY	6		
10	377501	Slurry Seal	TON	91		
11	730070	Detectable Warning Surface	SQFT	12		
12	731510	Minor Concrete (Curb, Gutter, Sidewalk and Driveway)	CY	8		
13	846007	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	5,073		
14	846012	Thermoplastic Crosswalk and Pavement Marking (Enhanced Wet Night Visibility)	SQFT	550		
15	846020	Remove Traffic Stripe	LF	4,661		
16	846025	Remove Painted Pavement Marking	SQFT	409		
17	870400	Signal and Lighting System	LS	1		
18	999990	Mobilization	LS	1		

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum

**COUNTY OF EL DORADO**

**PAYMENT BOND**

(Section 9550, Civil Code)

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

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

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

**HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS**

**CONTRACT No. 8045 / CIP No. 36105080**

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

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligees, in the sum of \_\_\_\_\_ Dollars,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its Subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

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

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

\_\_\_\_\_

\_\_\_\_\_ PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_ SURETY

\_\_\_\_\_

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

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**



**PRINCIPAL**

**ACKNOWLEDGMENT**

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**COUNTY OF EL DORADO  
PERFORMANCE BOND**

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

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

the Contractor in the Contract hereto annexed, as Principal, and \_\_\_\_\_

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

in the sum of \_\_\_\_\_ DOLLARS,

(\$ \_\_\_\_\_) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

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

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of **Contract No. 8045 / CIP No. 36105080 for the Harvard Way at Clermont Way Intersection Improvements** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract Work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

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

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

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

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

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

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_  
SURETY

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

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

**NOTARY ACKNOWLEDGMENTS ATTACHED**

**PRINCIPAL**

**ACKNOWLEDGMENT**

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

State of California

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

On \_\_\_\_\_ before me, \_\_\_\_\_,

(here insert name and title of the officer)

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

\_\_\_\_\_

\_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# SURETY

## ACKNOWLEDGMENT

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

State of California

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

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# PROPOSAL

(to be submitted with Bidder's Security)

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

for the construction of the

**HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS  
CONTRACT NO. 8045 / CIP NO. 36105080**

**THIS IS A SAMPLE OF WHICH DETAILS ALL THE NECESSARY INFORMATION NEEDED FOR A COMPLETE PROPOSAL. PLEASE LOG ONTO QUEST AND COMPLETE ALL ELECTRONIC FORMS UNDER QUEST PROJECT #8913376. PLEASE NOTE THAT SOME FORMS WILL NEED TO BE DOWNLOADED AND RE-UPLOADED WITH ALL THE NECESSARY INFORMATION FILLED OUT. IF YOU ARE NOT UTILIZING SURETY2000, THEN A PDF OF YOUR BIDDERS BOND WILL NEED TO BE UPLOADED AT THE TIME OF BID AND A HARD COPY WILL NEED TO BE RECEIVED BY COUNTY BY END OF BUSINESS DAY ON THE FIRST BUSINESS DAY AFTER THE BID OPENING.**

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

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

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

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

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

*(Please include even if Mailing Address used)*

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

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

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

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

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in

accordance with the California Department of Transportation Standard Plans 2022, the Standard Specifications 2022, Revised Standard Specifications, standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual; the Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the Work to be done are entitled:

## **HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS CONTRACT NO. PW 8045 / CIP NO. 36105080**

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

The Bidder shall set forth for each unit basis item of work, a unit price in the respective spaces in Quest provided for this purpose. In the case of unit basis items, the amount set forth under the "Unit Price" column shall be the product of the unit price bid and the estimated quantity for the item.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by Civil Code Section 9550 and Public Contract Code Section 20129(b), with surety satisfaction to the County of El Dorado in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

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

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE  
HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS  
CONTRACT NO. 8045 / CIP NO. 36105080**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	080050	Progress Schedule (Critical Path Method)	LS	1		
2	120090	Construction Area Signs	LS	1		
3	120100	Traffic Control System	LS	1		
4	120159	Temporary Traffic Stripe (Paint) (ENGMET)	LS	1		
5	12865X	Portable Changeable Message Sign	EA	4		
6	130100	Job Site Management	LS	1		
7	130200	Water Pollution Prevention Control Plan	LS	1		
8	14900X	Prepare Asbestos Dust Mitigation Plan	LS	1		
9	260203	Class 2 Aggregate Base	CY	6		
10	377501	Slurry Seal	TON	91		
11	730070	Detectable Warning Surface	SQFT	12		
12	731510	Minor Concrete (Curb, Gutter, Sidewalk and Driveway)	CY	8		
13	846007	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)	LF	5,073		
14	846012	Thermoplastic Crosswalk and Pavement Marking (Enhanced Wet Night Visibility)	SQFT	550		
15	846020	Remove Traffic Stripe	LF	4,661		
16	846025	Remove Painted Pavement Marking	SQFT	409		
17	870400	Signal and Lighting System	LS	1		
18	999990	Mobilization	LS	1		

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum

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



## SUBCONTRACTOR LIST

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work as required by the Contract Documents and the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

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

<i>City, State, Zip Code</i>					
------------------------------	--	--	--	--	--

**ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS**  
(ONLY COMPLETE IF YOU ARE REQUESTING EXEMPTION(S))

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

ADDRESS \_\_\_\_\_

TEPEPHONE NO. \_\_\_\_\_

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

## California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

\_\_\_\_\_YES \_\_\_\_\_NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

\_\_\_\_\_YES \_\_\_\_\_NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of authorized individual

\_\_\_\_\_

Type or write name of company

\_\_\_\_\_

Type or write name of authorized individual

# NONCOLLUSION AFFIDAVIT

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

## NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The bidder declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

### NOTE:

The above Noncollusion Declaration is part of the Proposal and required by Title 23 United States Code Section 112 and Public Contract Code Section 7106. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

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

## Public Contract Code Section 10285.1 Statement

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

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

## Public Contract Code Section 10162 Questionnaire

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

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

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

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

## Public Contract Code Section 10232 Statement

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


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

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (      )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_  
(DATE)  
(NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and El Dorado County DOT without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and El Dorado County DOT.



# IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

**To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below.** Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

## OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Bidder \_\_\_\_\_ Federal ID Number (or n/a) \_\_\_\_\_

By (Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title of Person Signing \_\_\_\_\_

## OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder \_\_\_\_\_ Federal ID Number (or n/a) \_\_\_\_\_

By (Authorized Signature) \_\_\_\_\_ Date \_\_\_\_\_

Print Name & Title of Person Signing \_\_\_\_\_

## OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Contract No. 8045

Bidder Name: \_\_\_\_\_

I opt out of the payment adjustments for price index fluctuations.

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

Signature: \_\_\_\_\_

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

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

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

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

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

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

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

**ADDENDA:** This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) \_\_\_\_\_  
(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

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

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

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

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

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

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



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

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

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

YEAR

# Withholding Exemption Certificate

CALIFORNIA FORM

20[ ]

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

590

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

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

**Individuals – Certification of Residency**

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

**Corporations:**

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

**Partnerships:**

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

**Limited Liability Companies (LLC):**

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

**Tax-Exempt Entities:**

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

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

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

**California Irrevocable Trusts:**

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

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

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

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

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

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

Vendor/Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

Harvard Way at Clermont Way Intersection Improvements  
Contract No. 8045, CIP No. 36105080  
March 19, 2024

County of El Dorado  
Proposal  
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# Instructions for Form 590

## Withholding Exemption Certificate

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

### General Information

#### A Purpose

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

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

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

#### B Law

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

Withholding is required on:

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

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

#### C Who can Execute this Form

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

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

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

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

#### D Who is a Resident

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

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

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

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

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

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

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

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

#### F Withholding Agent

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

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

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

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

The vendor/payee must notify the withholding agent if:

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

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

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

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

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

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

WITHHOLDING SERVICES AND COMPLIANCE SECTION FRANCHISE TAX BOARD

PO BOX 942867  
SACRAMENTO CA 94267-0651

Telephone: (888) 792-4900  
(916) 845-4900 (not toll-free)  
FAX: (916) 845-9512

#### Assistance for persons with disabilities:

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

#### Asistencia bilingüe en español

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

Harvard Way at Clermont Way Intersection Improvements  
**Contract No. 8045, CIP No. 36105080**  
March 19, 2024

County of El Dorado  
**Proposal**  
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# County of El Dorado

**JOE HARN, CPA**  
Auditor- Controller

## OFFICE OF AUDITOR- CONTROLLER

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

**BOB TOSCANO**  
Assistant Auditor-Controller

### PAYEE DATA RECORD

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

<b>PAYEE DATA RECORD</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).											
<b>NAME AND ADDRESS</b>	Name (as shown on your income tax return)											
	Business name/Doing business as/Disregarded entity name, if different from above											
	Physical address (number, street, and apt. or suite)		Remittance address (if different than physical)									
	City, state, zip code		City, state, zip code									
	Phone number	Fax number (optional)	Email (optional)									
<b>FEDERAL TAX CLASSIFICATION N &amp; EXEMPTIONS</b>	<b>Check appropriate federal tax classification</b> <input type="radio"/> Individual / sole proprietor <input type="radio"/> Partnership <input type="radio"/> Trust / estate <input type="radio"/> Other (see instructions) ▶ _____ <input type="radio"/> C Corporation <input type="radio"/> S Corporation    If you are a corporation, do you provide legal or medical services? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)											
	<b>NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.</b>											
	Exempt payee code (if any) – see instructions _____    Exemption from FATCA reporting code (if any) – see instructions _____											
<b>TAX IDENTIFICATION NUMBER</b>	<b>Tax Identification number (TIN)</b>  <b>Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.</b>											
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center;">Social Security Number</td> </tr> <tr> <td></td> <td style="text-align: center;"> _ _ - _ _ - _ _ </td> </tr> <tr> <td></td> <td style="text-align: center;">Employer Identification Number</td> </tr> <tr> <td></td> <td style="text-align: center;"> _ _ - _ _ - _ _ </td> </tr> </table>				Social Security Number		_ _ - _ _ - _ _		Employer Identification Number		_ _ - _ _ - _ _	
	Social Security Number											
	_ _ - _ _ - _ _											
	Employer Identification Number											
	_ _ - _ _ - _ _											
<b>RESIDENCY STATUS</b>	<b>Check appropriate box for residency status</b> <input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590) <input type="radio"/> California nonresident (see instructions) <b>NOTE:</b> Payments to California nonresidents for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.											
	<input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable) <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)											
	California sales tax permit number (required only for California nonresident vendors that charge California sales tax) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td><td style="width: 10%;"></td> </tr> </table>											
<b>CERTIFICATION</b>	<b>Under penalties of perjury, I certify that:</b> <b>1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and 2) I am not subject to backup withholding and 3) I am a U.S. citizen or other U.S. person and 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct</b>											
	<b>Authorized Payee Representative's Name</b> (Type or Print)		<b>Title</b>									
	<b>Signature</b>	<b>Date</b>	<b>Telephone</b>									
	_____											
<b>RETURN FORM TO</b>	<b>Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.</b>											
	<b>Please return completed form to:</b>											
	<b>Department/office:</b>	Department of Transportation										
	<b>Mailing address:</b>	2850 Fairlane Court, Placerville, California 95667										
<b>Phone:</b>	530.621.7592	<b>Fax:</b>	530.698.5813									
<b>Email:</b>	Jennifer.rimoldi@edcgov.us											

Harvard Way at Clermont Way Intersections Improvements  
**Contract No. 8045, CIP No. 36105080**  
 March 19, 2024

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

Harvard Way at Clermont Way Intersection Improvements  
**Contract No. 8045, CIP No. 36105080**  
 March 19, 2024

County of El Dorado  
**Proposal**  
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**COUNTY OF EL DORADO**

**BIDDER'S BOND**

**this form MUST be used**

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

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

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

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

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

**HARVARD WAY AT CLERMONT WAY INTERSECTION IMPROVEMENTS  
CONTRACT No. 8045 / CIP No. 36105080**

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

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

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

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

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

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

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

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



# SURETY

## ACKNOWLEDGMENT

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

State of California

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

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

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

# PRINCIPAL

## ACKNOWLEDGMENT

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

State of California

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

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

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

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

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)