

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

**ASPHALT CONCRETE OVERLAY OF
FRANCISCO DRIVE AND LAKEHILLS DRIVE
COUNTY CONTRACT NO. PW 07-176**

TABLE OF CONTENTS

NOTICE TO BIDDERS.....N-1

SPECIAL PROVISION..... 1

SECTION 1. SPECIFICATIONS AND PLANS..... 1

 1-1.01 GENERAL 1

 1-1.02 DEFINITIONS AND TERMS 1

 1-1.03 AMENDMENTS TO THE STANDARD SPECIFICATIONS 2

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS2

 2-1.01 GENERAL 2

 2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS 2

SECTION 3. AWARD AND EXECUTION OF CONTRACT3

 3-1.01 GENERAL 3

 3-1.02 AWARD OF CONTRACT..... 3

 3-1.03 EXECUTION OF CONTRACT..... 3

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

 4-1.01 GENERAL 4

 4-1.02 CONSTRUCTION SCHEDULE..... 4

 4-1.03 CONTRACTOR SUBMITTALS 4

 4-1.04 PROSECUTION AND PROGRESS 5

SECTION 5. GENERAL.....5

SECTION 5-1 MISCELLANEOUS5

 5-1.01 EXAMINATION OF SPECIFICATIONS, CONTRACT, AND SITE OF WORK.....5

 5-1.02 DIFFERING SITE CONDITIONS.....5

 5-1.03 CONTRACT BONDS 5

 5-1.04 LABOR NONDISCRIMINATION..... 6

 5-1.05 PREVAILING WAGE 6

 5-1.06 APPRENTICES..... 6

 5-1.07 CERTIFIED PAYROLL 6

 5-1.08 DISPUTES RESOLUTION..... 7

 5-1.09 COMPLIANCE WITH FUNDING REQUIREMENTS 7

 5-1.10 COST PRINCIPLES..... 7

 5-1.11 RECORDS..... 8

 5-1.12 AUDIT AND INSPECTION OF RECORDS..... 8

 5-1.13 SUBCONTRACTING..... 8

 5-1.14 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS..... 9

 5-1.15 PAYMENTS..... 9

 5-1.16 PAYMENT OF WITHHELD FUNDS 9

 5-1.17 INTEREST ON PAYMENTS 9

 5-1.18 PUBLIC SAFETY 10

 5-1.19 TESTING 10

 5-1.20 SOUND CONTROL REQUIREMENTS..... 10

5-1.21	PROJECT APPEARANCE	10
5-1.22	CONTRACTOR'S RESPONSIBILITY FOR MATERIALS	10
5-1.23	AIR POLLUTION CONTROL	10
5-1.24	UTILITIES	11
5-1.25	FINAL INSPECTION	11
5-1.26	REPAIR AND CORRECTION	11
5-1.27	ACCESS TO INSPECTION OF WORK	11
5-1.28	AREAS FOR CONTRACTOR'S USE	11
5-1.29	COORDINATION WITH PROPERTY OWNERS	12
5-1.30	SAFETY AND HEALTH PROVISIONS	12
SECTION 6. (BLANK).....		12
SECTION 7. CONTRACTOR'S INSURANCE.....		12
7-1.01	GENERAL INSURANCE REQUIREMENTS	12
7-1.02	PROOF OF INSURANCE REQUIREMENTS	13
7-1.03	INSURANCE NOTIFICATION REQUIREMENTS	13
7-1.04	ADDITIONAL STANDARDS	14
7-1.05	COMMENCEMENT OF PERFORMANCE	14
7-1.06	MATERIAL BREACH	14
7-1.07	REPORTING PROVISIONS	14
7-1.08	PRIMARY COVERAGE	14
7-1.09	PREMIUM PAYMENTS	14
7-1.10	CONTRACTOR'S OBLIGATIONS	14
7-1.11	GOVERNING PRECEDENCE.....	14
SECTION 8. MATERIALS		15
SECTION 8-1. MISCELLANEOUS		15
8-1.01	PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS	15
8-1.02	CERTIFICATES OF COMPLIANCE.....	18
SECTION 9. DESCRIPTION OF WORK		18
SECTION 10. CONSTRUCTION DETAILS.....		18
SECTION 10-1 GENERAL		18
10-1.01	WATER POLLUTION CONTROL	18
10-1.02	DUST CONTROL	21
10-1.03	CONSTRUCTION AREA TRAFFIC CONTROL DEVICES	22
10-1.04	CONSTRUCTION AREA SIGNS	23
10-1.05	MAINTAINING TRAFFIC	23
10-1.06	TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE	25
10-1.07	TEMPORARY PAVEMENT DELINEATION	26
10-1.08	COLD PLANE ASPHALT CONCRETE PAVEMENT	27
10-1.09	ASPHALT CONCRETE	28
10-1.10	COMPACTING EQUIPMENT.....	29
SECTION 11. (BLANK).....		29
SECTION 12. (BLANK).....		29
SECTION 13. (BLANK).....		29
CONTRACT (DRAFT)		C-1
Article 1.	THE WORK	C-1
Article 2.	CONTRACT DOCUMENTS	C-1
Article 3.	COVENANTS AND CONTRACT PRICE	C-2
Article 4.	COMMENCEMENT AND COMPLETION	C-2
Article 5.	INDEMNITY	C-2
Article 6.	GUARANTEES	C-3
Article 7.	DISPUTES RESOLUTION	C-3
Article 8.	ASSIGNMENT OF ANTITRUST ACTIONS	C-5
Article 9.	TERMINATION BY COUNTY FOR CONVENIENCE	C-5
Article 10.	TERMINATION BY COUNTY FOR CAUSE	C-5
Article 11.	WORKERS' COMPENSATION CERTIFICATION	C-6
Article 12.	WARRANTY	C-6
Article 13.	RETAINAGE.....	C-7

Article 14.	PREVAILING WAGE REQUIREMENTS	C-7
Article 15.	CONTRACT ADMINISTRATOR	C-7
Article 16.	AUTHORIZED SIGNATURES.....	C-7
	PAYMENT BOND.....	NO PAGE NUMBER
	PERFORMANCE BOND	NO PAGE NUMBER

PROPOSAL.....	P-1
PROPOSAL PAY ITEMS BID PRICE SCHEDULE	P-3
TOTAL BID	P-3
SUBCONTRACTORS LISTING.....	P-4
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT	P-5
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE	P-6
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT	P-6
NONCOLLUSION AFFIDAVIT.....	P-7
SIGNATURES	P-8
BIDDER'S BOND.....	P-9

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

**SPECIAL PROVISIONS
ANNEXED TO CONTRACT NO. PW 07-176**

SECTION 1. SPECIFICATIONS AND PLANS

1-1.01 GENERAL

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

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and be used in lieu of such conflicting portions.

1-1.02 DEFINITIONS AND TERMS

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

CALTRANS – The State of California Department of Transportation.

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

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

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

DEPUTY DIRECTOR – The Deputy Director of Engineering or Deputy Director of Transportation Planning and Land Development in the Department of Transportation for the County of El Dorado.

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

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

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

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

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

STATE – County of El Dorado.

All other definitions and terms are in accordance with the Standard Specifications.

1-1.03 AMENDMENTS TO THE STANDARD SPECIFICATIONS

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

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

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

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

“The Proposal form is bound together with the Notice to Bidders, Contract and Special Provisions.”

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

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

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

The bidder's bond shall conform to the bond form included in this Proposal for the project “ASPHALT CONCRETE OVERLAY OF FRANCISCO DRIVE AND LAKEHILLS DRIVE”, and shall be properly filled out and executed.”

(DO NOT DETACH THE FORM).

The Proposal shall be attached to and submitted with the contract documents bid package in its entirety.

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

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

2-1.02 REQUIRED LISTING OF PROPOSED SUBCONTRACTORS

Each Proposal shall have listed therein the name and address of each subcontractor including the percentage of each item that the subcontractor will work on 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's attention is directed to other

provisions of said Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

A sheet for listing the subcontractors, as required herein, is included in the Proposal.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

3-1.02 AWARD OF CONTRACT

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

3-1.01 Award of Contract; The right is reserved to reject any and all Proposals. The award of the Contract, if it be awarded, will be to the lowest responsive responsible bidder whose Proposal complies with all the requirements prescribed. Such award, if made, will be made within **forty-five (45) days** after the opening of the Proposals. This period will be subject to extension for such further period as may be agreed upon in writing between the Department and the bidder concerned.

All bids will be compared on the basis of the Engineer's Estimate of the quantities of work to be done.

The award of the contract, if it be awarded, will be made to the lowest responsive responsible bidder whose Proposal complies with all the requirements prescribed.

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

3-1.03 EXECUTION OF CONTRACT

Attention is directed to the "Notice to Bidders" and "Proposal" for this Contract. Barring some unforeseen irregularity, Notice of Award will be sent to the lowest responsive responsible bidder after approval by the El Dorado County Board of Supervisors. The successful bidder shall return the signed Contract, a California Form 590-Withholding Exemption Certificate, a Federal Form W-9-Request for Taxpayer Identification Number and Certification, the Contract bonds, and certificates of insurance to the Office of the Department of Transportation **within eight (8) days, not including Sundays and legal holidays, after receiving the Notice of Award of Contract.** Prior delivery or mail of these documents should be to attention of the Project Engineer, El Dorado County Department of Transportation at 2850 Fairlane Court, Placerville, California 95667.

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

Attention is directed to the provisions in the "Notice to Bidders," Article 4 of the Contract, and Section 4.0 of these special provisions regarding delay of the Notice to Proceed relative to Contract Award.

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

4-1.01 GENERAL

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The first, third and fourth paragraphs, and subordinate paragraphs of Section 8-1.03 of the Standard Specifications are deleted in their entirety.

The Contactor shall begin work on the date stated in the Notice to Proceed issued by the County. The work shall be diligently prosecuted to completion before the expiration of **THIRTY (30) WORKING DAYS**.

Should the Contractor begin work in advance of receiving the Notice to Proceed, any work performed by the Contractor in advance of the date stated in the Notice to Proceed shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer.

The Contractor shall pay to El Dorado County the sum of FIVE HUNDRED DOLLARS (\$500) for each calendar day, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

4-1.02 CONSTRUCTION SCHEDULE

Daytime working hours shall be between the hours of 8:00 a.m. to 5:00 p.m. on weekdays only. No work shall be allowed on Saturdays, Sundays and legal holidays. No road closures will be allowed.

The contract time will be extended one (1) working day for each working day (Monday through Friday, excluding legal holidays) that the Contractor's operations are suspended due to weather condition. The Engineer has sole authority for determining time extensions pursuant to this section.

4-1.03 CONTRACTOR SUBMITTALS

Attention is directed to the sections entitled "Air Pollution Control," "Certificates of Compliance," "Dust Control," "Water Pollution Control," "Construction Area Traffic Control Devices," and "Traffic Control System for Lane Closure" elsewhere in these special provisions.

The Contractor must comply with the following submittal requirements within five (5) calendar days of receipt of the Notice to Proceed:

Attention is directed to the sections entitled "Air Pollution Control" and "Dust Control" elsewhere in these special provisions. The Contractor must submit Fugitive Dust Mitigation Plan to the Engineer and obtain approval of the Fugitive Dust Mitigation Plan prior to start of any work.

Attention is directed to the section entitled "Water Pollution Control" elsewhere in these special provisions. The Contractor must submit a Storm Water Pollution Prevention Plan (SWPPP) to the Engineer and obtain approval of the SWPPP prior to start of any work having the potential to cause water pollution.

Contractor shall submit to the Engineer a practicable progress schedule within five (5) working days after the award of the contract by the Board of Supervisors, and within three (3) working days of the Engineer's written request at any other time.

The Contractor must comply with the time frames listed in the applicable special provisions sections for the following submittals:

Contractor must submit AC mix design and testing in accordance with "Asphalt Concrete," of these special provisions.

Contractor must submit a written traffic control plan.

Contractor must submit all certificates of compliance in accordance with these special provisions and the Standard Specifications.

Approval of all submittals by the Engineer does not relieve the Contractor of its responsibility to perform the work in an acceptable manner and in accordance with the Standard Specifications, and these special provisions.

4-1.04 PROSECUTION AND PROGRESS

Attention is directed to the provisions of Section 8 of the Standard Specifications.

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

SECTION 5. GENERAL

SECTION 5-1 MISCELLANEOUS

5-1.01 EXAMINATION OF SPECIFICATIONS, CONTRACT, AND SITE OF WORK

Attention is directed to "Differing Site Conditions" of these special provisions regarding physical conditions at the site which may differ from those indicated in "Materials Information," or other geotechnical information obtained by the Department's investigation of site conditions.

5-1.02 DIFFERING SITE CONDITIONS

Attention is directed to Section 5-1.116, "Differing Site Conditions," of the Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the "Materials Information," other geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed fifteen (15) days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications and as specified herein; otherwise the decision of the Engineer shall be deemed to have been accepted by the Contractor as correct. The notice of potential claim shall set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim shall be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, shall be submitted to the Engineer in an expeditious manner.

5-1.03 CONTRACT BONDS

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

The performance bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

The payment bond shall be in a sum not less than one hundred percent of the total amount payable by the terms of the contract.

5-1.04 LABOR NONDISCRIMINATION

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

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

Attention is directed to the "Nondiscrimination Clause" set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State 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.

5-1.05 PREVAILING WAGE

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

In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the County in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. These wage rates appear in the California Department of Transportation publication entitled General Prevailing Wage Rates. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco, CA 94142-0603, website http://www.dir.ca.gov/DLSR/statistics_research.html. 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 California 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 shall constitute a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract shall conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

5-1.06 APPRENTICES

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

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

5-1.07 CERTIFIED PAYROLL

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

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

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

- a. Make available or furnish to the employee or his or her authorized representative on request.
- b. Make available for inspection or furnished upon request to a representative of the County, the State Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the State Department of Industrial Relations.
- c. Make available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the State Division of Labor Standards Enforcement, or the State Division of Apprenticeship Standards. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractor, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.

5-1.08 DISPUTES RESOLUTION

Attention is Directed to Section 9, "Measurement and Payment" of the Standard Specifications, and Article 7, "Disputes Resolution" of the Draft Agreement included in this booklet.

5-1.09 COMPLIANCE WITH FUNDING REQUIREMENTS

County is relying on Regional Surface Transportation Program (RSTP) Exchange Funds for all or a portion of the funding for the work to be provided herein. As a requirement of County's use of RSTP Exchange Funds, County is required to comply with certain contracting requirements and to extend these requirements to all third party contracts. Contractor shall comply with all applicable provisions of Federal and State regulations, including any related executive orders regarding the use of such funds. Contractor shall further comply with any flow-down or third-party contracting provisions which may be required under the RSTP Exchange Funds requirements and which may apply to Contractor's subcontracts associated with this Contract.

5-1.10 COST PRINCIPLES

The Federal Acquisition Regulations in Title 48, CFR, Part 31 et seq. are the governing factors regarding allowable elements of cost, as applicable, for all work to be performed under this Contract.

A. Contractor shall comply with Office of Management and Budget Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments," and with Federal administrative procedures pursuant to 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, insofar as those regulations may apply to Contractor. This provision shall apply to every sub-recipient receiving funds as a contractor or subcontractor under this Contract.

B. Any expenditures for costs for which Contractor has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Part 31 or 49 CFR, Part 18 are subject to repayment by Contractor to County.

C. Travel and per diem reimbursements, if applicable and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by Contractor.

D. Notwithstanding any other provision of this Contract to the contrary, payments to Contractor for travel or subsistence expenses, if applicable, for Contractor's staff or subcontractors claimed for reimbursement shall not exceed the rates authorized to be paid to exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then Contractor is responsible for the cost difference and any overpayments shall be reimbursed to County on demand.

E. Contractor and its subcontractors shall establish and maintain accounting systems and records that properly accumulate and segregate funds received under this Contract by line item. The accounting systems of Contractor and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), shall enable the determination of incurred costs at interim points of completion, and shall provide support for reimbursement of payment vouchers or invoices.

5-1.11 RECORDS

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

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

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

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

5-1.12 AUDIT AND INSPECTION OF RECORDS

All accounting records and other supporting papers of Contractor and any subcontractors connected with the performance of work under this Contract shall be maintained for a minimum of three years from the date that final payment by County and all other pending matters are closed.

Contractor shall maintain and make available to the California State Auditor and County or to any duly authorized representatives of the United States Department of Transportation, the State of California or County all books, papers, job cost records, detailed cost estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractor records, and financial records related to or which arise out of the work or under terms of this Contract. Contractor and its subcontractors shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and in accordance with Federal and State Requirements and in accordance with the provisions of §5-1.09, Compliance with Funding Requirements and §5-1.10, Cost Principles above. These books, papers, records, claims and accounts shall be made available for examination during normal business hours and shall be readily available and accessible at Contractor's principal place of business in California, for audit during normal business hours at such place of business. Contractor shall provide office space, photocopies and other assistance to enable audit or inspection representatives to conduct such audits or inspections. This right to audit books and records directly related to this Contract shall also extend to any first-tier subcontractors authorized under this Contract, and this provision shall be made a part of any subcontracts between the Contractor and subcontractors.

5-1.13 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications and these special provisions.

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

5-1.14 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.15 PAYMENTS

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

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.16 PAYMENT OF WITHHELD FUNDS

Payment of withheld funds shall conform to Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications and these special provisions.

The phrase "...with the State Treasurer" is deleted from the first sentence of the second paragraph of section 9-1.065, "Payment of Withheld Funds" of the Standard Specifications.

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

Funds withheld from progress payments to ensure performance of the contract that are eligible for payment into escrow or to an escrow agent pursuant to Section 10263 of the California Public Contract Code do not include funds withheld or deducted from payment due to failure of the Contractor to fulfill a contract requirement.

5-1.17 INTEREST ON PAYMENTS

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

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest thirty (30) days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest thirty (30) days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within seven (7) days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within seven (7) days of performance of the extra work will begin to accrue interest thirty (30) days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be ten percent (10%) per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be six percent (6%) per annum. Interest shall begin to accrue sixty-one (61) days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be six percent (6%) per annum if allowed under the provisions of Civil Code Section 3289.

5-1.18 PUBLIC SAFETY

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

5-1.19 TESTING

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

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

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

5-1.20 SOUND CONTROL REQUIREMENTS

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

5-1.21 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance to the work.

In areas visible to the public, the following shall apply:

- A. When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed of weekly.
- B. Trash bins shall be furnished for debris from structure construction. Debris shall be placed in trash bins daily. Forms or falsework that are to be re-used shall be stacked neatly concurrently with their removal. Forms and falsework that are not to be re-used shall be disposed of concurrently with their removal.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.22 CONTRACTOR'S RESPONSIBILITY FOR MATERIALS

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

5-1.23 AIR POLLUTION CONTROL

Attention is directed to the Section 7-1.01F, "Air Pollution Control" of the Standard Specifications and to the section entitled "Dust Control" elsewhere in these special provisions and these special provisions.

The Contractor's attention is directed to the El Dorado County Air Pollution Control District Ordinances and Regulations and other applicable statutes relating to pollution prevention or abatement.

Attention is directed to Rule 320, El Dorado County Air Pollution Control District (APCD) Rules and Regulations. A valid permit from an El Dorado County Air Pollution Control Officer is required when open burning of wood waste is proposed. A copy of the permit shall be filed with the Engineer prior to any burning.

The Contractor shall comply with applicable State and County Air Quality Management District (AQMD) rules and regulations regarding reduction of construction related impacts on air quality, including the implementation of the following measures, as well as measures found elsewhere in these special provisions and the Standard Specifications:

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

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

5-1.24 UTILITIES

Attention is directed to Section 8-1.10 "Utility and Non-Highway Facilities" of the Standard Specifications and these special provisions.

5-1.25 FINAL INSPECTION

The Contractor shall notify the Engineer, in writing, of the completion of the work and the Engineer shall promptly inspect the work. The Contractor will be notified, in writing, of any defects or deficiencies to be remedied. Within five (5) working days of such notification, the Contractor shall proceed to correct such defects or deficiencies. When notified that the work has been completed, consequently the Engineer will inspect the work to satisfy himself that the work has been done in accordance with these Specifications and recommend to the Board of Supervisors that they formally accept the Contract and record the Notice of Completion.

5-1.26 REPAIR AND CORRECTION

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

5-1.27 ACCESS TO INSPECTION OF WORK

Representatives of the County, Engineer, and other regulatory agencies and their representatives shall at all times have full access for inspection and testing of the work accomplished under this contract and the Contractor shall provide proper and safe facilities for such access.

5-1.28 AREAS FOR CONTRACTOR'S USE

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The **County** right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

The Contractor shall remove equipment, materials, and rubbish from the work areas and other **County**-owned property which the Contractor occupies. The Contractor shall leave the areas in a presentable condition in conformance with the provisions in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

Attention is directed to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications and these special provisions.

Before the Contractor makes use of any property owner's land where the Department has not made previous arrangements with the owner for the use of said land, the Contractor shall supply to the County a fully executed "Agreement" form. The "Agreement" form shall be a Department supplied form, available upon request.

5-1.29 COORDINATION WITH PROPERTY OWNERS

The Contractor shall communicate with adjacent property owners to all extent possible to inform them of access construction operations, and shall give twenty-four (24) hours notice to the property owners when work is to be performed on their property.

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

5-1.30 SAFETY AND HEALTH PROVISIONS

Attention is directed to the Standard Specifications Section 7-1.06 and these special provisions.

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

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

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

SECTION 6. (BLANK)

SECTION 7. CONTRACTOR'S INSURANCE

7-1.01 GENERAL INSURANCE REQUIREMENTS

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

1. Full Workers' Compensation and Employers' Liability Insurance covering all employees of the Contractor as required by law in the State of California.

2. Commercial General Liability (CGL) Insurance of not less than **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 \$1 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.
3. Automobile Liability Insurance of not less than **One Million Dollars (\$1,000,000)** is required in the event motor vehicles are used by the Contractor in performance of the contract.
4. In the event Contractor is a licensed professional and is performing professional services under this contract, Professional Liability Insurance is required with a limit of liability of not less than **One Million Dollars (\$1,000,000)**.
5. Explosion, Collapse and Underground coverage is required when the scope of work includes XCU exposures. For the purpose of this contract, XCU coverage is required.

7-1.02 PROOF OF INSURANCE REQUIREMENTS

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

7-1.03 INSURANCE NOTIFICATION REQUIREMENTS

1. Contractor agrees no cancellation or material change in any policy shall become effective except upon thirty (30) days prior written notice to the County of El Dorado Project Manager at the office of the Department of Transportation, 2850 Fair Lane Court, Placerville, CA 95667.
2. Contractor agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Contract, Contractor shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. New certificates of insurance are subject to the approval of the Risk Management Division.

7-1.04 ADDITIONAL STANDARDS

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

7-1.05 COMMENCEMENT OF PERFORMANCE

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

7-1.06 MATERIAL BREACH

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

7-1.07 REPORTING PROVISIONS

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

7-1.08 PRIMARY COVERAGE

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

7-1.09 PREMIUM PAYMENTS

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

7-1.10 CONTRACTOR'S OBLIGATIONS

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

7-1.11 GOVERNING PRECEDENCE

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

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 PREQUALIFIED AND TESTED SIGNING AND DELINEATION MATERIALS

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

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

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

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

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

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

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

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

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

STRIPING AND PAVEMENT MARKING MATERIAL

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

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

CHANNELIZERS

Surface Mount Type, 36-inch

1. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
2. Filtrona Extrusion, Flexi-Guide Models FG300PE, FG300UR, and FG300EFX
3. Carsonite, "Super Duck" (Round SDR-336)
4. Carsonite, Model SDCF03601MB "Channelizer"
5. FlexStake, Models 703, 753 TM, and EB3
6. GreenLine, Model SMD-36
7. Hi-way Safety, Inc. "Channel Guide Channelizer" Model CGC36
8. Impact Recovery Model D36, with #101 Fixed (Surface-Mount) Base
9. Safe-Hit, Guide Post, Model SH236SMA
10. Three D Traffic Works "Boomerang" ID No. 522053W

CONICAL DELINEATORS, 42-inch

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

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

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

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

Traffic Cones, 4-inch and 6-inch Sleeves

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

Drums

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

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

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

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

1. Avery Dennison, W-2100 Series

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

1. Avery Dennison, T-2500 Series

2. Nippon Carbide Industries, Nikkalite 18000

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

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

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

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

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

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

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

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

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

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

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

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

SPECIALTY SIGNS

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

ALTERNATIVE SIGN SUBSTRATES

Fiberglass Reinforced Plastic (FRP) and Expanded Foam PVC

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

Aluminum Composite, Temporary Construction Signs Only

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

8-1.02 CERTIFICATES OF COMPLIANCE

Attention is directed to Section 6-1-07, "Certificates of Compliance", of the Standard Specifications.

Certificates of Compliance are required for, but not limited to, the following materials;

- Liquid Asphalt & Emulsion
- Asphalt Concrete
- Temporary Pavement Markers

Contractor shall submit all Certificates of Compliance within five (5) working days of the Notice to Proceed, unless the materials are to be used before this date.

SECTION 9. DESCRIPTION OF WORK

The work to be done, in general, consists of the following: Construction of approximately 0.88 miles of two (2) inch compacted overlay over marked areas on Francisco Drive from Village Center Drive to Templeton Drive, construction of approximately 1.07 miles of two and one half (2.5) inch compacted overlay over marked areas on Lakehills Drive from Salmon Falls Road to Bonita Drive, construction of two (2) inch deep conform grinds on Francisco Drive, and construction of two and one half (2.5) inch deep conform grinds on Lakehills Drive. The work also includes traffic control, installation of temporary pavement markers and construction area signing.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1 GENERAL

10-1.01 WATER POLLUTION CONTROL

GENERAL

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

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

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

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

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

The Contractor shall perform water pollution control work in conformance with the requirements in the "Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual" and addenda in

effect on the day the Notice to Contractors is dated. This manual is referred to as the "Preparation Manual." Copies of the Preparation Manual may be obtained from:

State of California
Department of Transportation
Publication Distribution Unit
1900 Royal Oaks Drive
Sacramento, California 95815
Telephone: (916) 445-3520

The Preparation Manual and other references for performing water pollution control work are available from the Department's Construction Storm Water and Water Pollution Control web site at:

<http://www.dot.ca.gov/hq/construc/stormwater/stormwater1.htm>

The Contractor shall designate in writing a Water Pollution Control Manager (WPCM). The Contractor shall ensure that the WPCM is qualified to prepare and implement the WPCP.

The WPCM shall be:

1. Responsible for water pollution control work.
2. The primary contact for water pollution control work.
3. Have authority to mobilize crews to make immediate repairs to water pollution control practices.

The Contractor may designate one manager to prepare the WPCP and a different manager to implement the plan.

WATER POLLUTION CONTROL PROGRAM

The Contractor shall submit a Water Pollution Control Program (WPCP) to the Engineer for approval. The WPCP shall be prepared in conformance with the requirements of the Permits, the Preparation Manual and the document entitled "Storm Water Management Plan for Western El Dorado County" Updated May 2004 (SWMP) (available from the El Dorado County Department of Transportation, or from the County website at: <http://www.co.el-dorado.ca.us/emd/solidwaste/storm.html#SWMP>).

The WPCP shall include water pollution control practices:

- A. For storm water and non-storm water from areas outside of the job site related to construction activities for this contract such as:
 1. Staging areas.
 2. Storage yards.
 3. Access roads.
- B. Appropriate for each season as described in "Implementation Requirements" of these special provisions.

The WPCP shall include a schedule that:

- A. Describes when work activities that could cause water pollution will be performed.
- B. Identifies soil stabilization and sediment control practices for disturbed soil area.
- C. Includes dates when these practices will be 25, 50, and 100 percent complete.
- D. Shows 100 percent completion of these practices before the rainy season.

Within 5 days after the award of the Contract by the Board of Supervisors, the Contractor shall submit 2 copies of the WPCP to the Engineer. The Contractor shall allow 5 days for the Engineer's review. If revisions are required, the Engineer will provide comments and specify the date that the review stopped. The Contractor shall revise and resubmit the WPCP within 5 days of receipt of the Engineer's comments. The Engineer's review will resume when the complete

WPCP is resubmitted. When the Engineer approves the WPCP, the Contractor shall submit 3 copies of the approved WPCP to the Engineer. The Contractor may proceed with construction activities if the Engineer conditionally approves the WPCP while minor revisions are being completed. If the Engineer fails to complete the review within the time allowed and if, in the opinion of the Engineer, completion of the work is delayed or interfered with by reason of the Engineer's delay, the Contractor will be compensated for resulting losses, and an extension of time will be granted, as provided for in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The Contractor shall not perform work that may cause water pollution until the WPCP has been approved by the Engineer. The Engineer's review and approval shall not waive any contract requirements and shall not relieve the Contractor from complying with Federal, State and local laws, regulations, and requirements.

If there is a change in construction schedule or activities, the Contractor shall prepare an amendment to the WPCP to identify additional or revised water pollution control practices. The Contractor shall submit the amendment to the Engineer for review within a time agreed to by the Engineer not to exceed the number of days specified for the initial submittal of the WPCP. The Engineer will review the amendment within the same time allotted for the review of the initial submittal of the WPCP.

If directed by the Engineer or requested in writing by the Contractor and approved by the Engineer, changes to the water pollution control work specified in these special provisions will be allowed. Changes may include addition of new water pollution control practices. The Contractor shall incorporate these changes in the WPCP. Additional water pollution control work will be paid for as extra work in accordance with Section 4-1.03, "Extra work," of the Standard Specifications.

The Contractor shall keep a copy of the approved WPCP at the job site. The WPCP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the Engineer.

IMPLEMENTATION REQUIREMENTS

The Contractor shall construct, inspect, maintain, remove, and dispose of the water pollution control practices.

The Contractor's responsibility for WPCP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications.

If the Contractor or the Engineer identifies a deficiency in the implementation of the approved WPCP, the deficiency shall be corrected immediately, unless an agreed date for correction is approved in writing by the Engineer. The deficiency shall be corrected before the onset of precipitation. If the Contractor fails to correct the deficiency by the agreed date or before the onset of precipitation, the Department may correct the deficiency and deduct the cost of correcting deficiencies from payments

Year-Round

The Contractor shall monitor the National Weather Service weather forecast on a daily basis during the contract. The Contractor may use an alternative weather forecasting service if approved by the Engineer. Appropriate water pollution control practices shall be in place before precipitation.

Rainy Season

Soil stabilization and sediment control practices conforming to these special provisions shall be in place during the rainy season between October 15th and May 1st.

INSPECTION AND MAINTENANCE

The WPCM shall inspect the water pollution control practices identified in the WPCP as follows:

- A. Before a forecasted storm,
- B. After precipitation that causes site runoff,

- C. At 24-hour intervals during extended precipitation,
- D. On a predetermined schedule, a minimum of once every 2 weeks outside of the defined rainy season, and
- E. On a predetermined schedule, a minimum of once a week during the defined rainy season.

The WPCM shall oversee the maintenance of the water pollution control practices.

The WPCM shall use the Storm Water Quality Construction Site Inspection Checklist provided in the Preparation Manual or an alternative inspection checklist provided by the Engineer. A copy of the completed site inspection checklist shall be submitted to the Engineer within 24 hours of finishing the inspection.

REPORTING REQUIREMENTS

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

- A. The date, time, location, nature of the operation, type of discharge; and the cause of the notice or order.
- B. The water pollution control practices used before the discharge, or before receiving the notice or order.
- C. The date of placement and type of additional or altered water pollution control practices placed after the discharge, or after receiving the notice or order.
- D. A maintenance schedule for affected water pollution control practices.

PAYMENT

During each estimate period the Contractor fails to conform to the provisions in this section, "Water Pollution Control," or fails to implement the water pollution control practices shown on the plans or specified elsewhere in these special provisions as items of work, the Department will withhold 25 percent of the progress payment.

Withholds for failure to perform water pollution control work will be in addition to all other withholds provided for in the contract. The Department will return performance-failure withholds in the progress payment following the correction for noncompliance.

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

10-1.02 DUST CONTROL

Dust control shall conform to the provisions in Section 10, "Dust Control," of the Standard Specifications and these special provisions.

The Contractor must submit a site specific Fugitive Dust Mitigation Plan, approved by the El Dorado County Air Pollution Control Officer, to the Engineer prior to start of any work. The Contractor shall implement the measures contained in the Fugitive Dust Plan and the prescriptive standards during performance of the work under this contract.

Dust Control shall also follow the Best Available Fugitive Dust Control Measures contained in Table C.4 and Table C.5 of the El Dorado County Air Pollution Control District (APCD) – CEQA Guides, as shown below. The Guide can be obtained from the El Dorado County APCD, 2850 Fairlane Court, Placerville, CA, 95667, (530) 621-6662, and is available at http://www.co.el-dorado.ca.us/emd/pdf/Append-C-1_RF6.pdf

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

10-1.03 CONSTRUCTION AREA TRAFFIC CONTROL DEVICES

Flagging, signs, and temporary traffic control devices furnished, installed, maintained, and removed when no longer required shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

The Contractor will be required to place advanced notification signing at the construction site seven (7) days prior to the start of the project. The Department's superintendent will review and approve all public signing prior to the placement of such signs.

Category 1 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices. These devices shall be certified as crashworthy by crash testing, crash testing of similar devices, or years of demonstrable safe performance. Category 1 temporary traffic control devices include traffic cones, plastic drums, portable delineators, and channelizers.

If requested by the Engineer, the Contractor shall provide written self-certification for crashworthiness of Category 1 temporary traffic control devices at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use. Self-certification shall be provided by the manufacturer or Contractor and shall include the following:

- A. Date,
- B. Federal Aid number (if applicable),
- C. Contract number, district, county, route and post mile of project limits,
- D. Company name of certifying vendor, street address, city, state and zip code,
- E. Printed name, signature and title of certifying person; and
- F. Category 1 temporary traffic control devices that will be used on the project.

The Contractor may obtain a standard form for self-certification from the Engineer.

Category 2 temporary traffic control devices are defined as small and lightweight (less than 100 pounds) devices that are not expected to produce significant vehicular velocity change, but may cause potential harm to impacting vehicles. Category 2 temporary traffic control devices include barricades and portable sign supports. Category 2 temporary traffic control devices shall be on the Federal Highway Administration's (FHWA) list of Acceptable Crashworthy Category 2 Hardware for Work Zones. This list is maintained by FHWA and can be located at:

http://safety.fhwa.dot.gov/roadway_dept/road_hardware/listing.cfm?code=workzone

The Department also maintains this list at:

<http://www.dot.ca.gov/hq/traffops/signtech/signdel/pdf/Category2.pdf>

Category 2 temporary traffic control devices that have not received FHWA acceptance shall not be used. Category 2 temporary traffic control devices in use that have received FHWA acceptance shall be labeled with the FHWA acceptance letter number and the name of the manufacturer. The label shall be readable and permanently affixed by the manufacturer. Category 2 temporary traffic control devices without a label shall not be used.

If requested by the Engineer, the Contractor shall provide a written list of Category 2 temporary traffic control devices to be used on the project at least 5 days before beginning any work using the devices or within 2 days after the request if the devices are already in use.

Full compensation for providing self-certification for crashworthiness of Category 1 temporary traffic control devices and for providing a list of Category 2 temporary traffic control devices used on the project shall be considered as included in the prices paid for the various items of work requiring the use of the Category 1 or Category 2 temporary traffic control devices and no additional compensation will be allowed therefor.

10-1.04 CONSTRUCTION AREA SIGNS

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

Attention is directed to "Furnish Sign" of these special provisions.

Attention is directed to the provisions in "Prequalified and Tested Signing and Delineation Materials" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels. Type III, IV, VII, VIII, or IX retroreflective sheeting shall be used for stationary mounted construction area sign panels.

Unless otherwise specified in these special provisions, the color of construction area warning and guide signs shall have black legend and border on orange background, except W10-1 or W47(CA) (Highway-Rail Grade Crossing Advance Warning) sign shall have black legend and border on yellow background.

Orange background on construction area signs shall be fluorescent orange.

Repair to construction area sign panels will not be allowed, except when approved by the Engineer. At nighttime under vehicular headlight illumination, sign panels that exhibit irregular luminance, shadowing or dark blotches shall be immediately replaced at the Contractor's expense.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	(800) 642-2444 (800) 227-2600
Underground Service Alert-Southern California (USA)	(800) 422-4133 (800) 227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes. The post hole diameter, if backfilled with portland cement concrete, shall be at least 4 inches greater than the longer dimension of the post cross section.

Construction area signs placed within 15 feet from the edge of the travel way shall be mounted on stationary mounted sign supports as specified in "Construction Area Traffic Control Devices" of these special provisions.

The Contractor shall maintain accurate information on construction area signs. Signs that are no longer required shall be immediately covered or removed. Signs that convey inaccurate information shall be immediately replaced or the information shall be corrected. Covers shall be replaced when they no longer cover the signs properly. The Contractor shall immediately restore to the original position and location any sign that is displaced or overturned, from any cause, during the progress of work.

10-1.05 MAINTAINING TRAFFIC

Maintaining traffic shall conform to the provisions in Sections 7-1.08, "Public Convenience," Section 7-1.09, "Public Safety," and Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, "Public Safety" of these special provisions and these special provisions.

Closure is defined as the closure of a traffic lane or lanes, including shoulder, within a single traffic control system.

Closures are only allowed during the hours shown in the lane requirement charts included in this section "Maintaining Traffic," except for work required under Sections 7-1.08, "Public Convenience," and Section 7-1.09, "Public Safety."

The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress.

Personal vehicles of the Contractor's employees shall not be parked on the traveled way or shoulders including sections closed to public traffic.

When work vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent orange traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 traffic cones or portable delineators shall be used for the taper. A W20-1 (ROAD WORK AHEAD) or W21-5b (RIGHT/LEFT SHOULDER CLOSED AHEAD) or C24(CA) (SHOULDER WORK AHEAD) sign shall be mounted on a crashworthy portable sign support with flags. The sign shall be placed where designated by the Engineer. The sign shall be a minimum of 48" x 48" in size. The Contractor shall immediately restore to the original position and location a traffic cone or delineator that is displaced or overturned, during the progress of work.

A minimum of one paved traffic lane, not less than 10 feet wide, shall be open for use by public traffic.

Designated legal holidays are: January 1st, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, November 11th, Thanksgiving Day, and December 25th. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of work may be permitted upon written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

Full compensation for furnishing, erecting, maintaining, and removing and disposing of the W20-1, W21-5b, and C24(CA) signs shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

Chart No. 1																									
Two-Lane Conventional Highway Lane Requirements																									
Location: Francisco Drive																									
a.m.												p.m.													
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Fridays	N	N	N	N	N	N	N	N	N	R	R	R	R	R	R	R	R	N	N	N	N	N	N	N	
Saturdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Sundays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Designated Legal Holiday	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Legend:																									
R	Provide at least one through traffic lane, not less than 10 feet in width, for use by both directions of travel (Reversing Control) in accordance with Standard Plan T-13.																								
N	No work permitted.																								

Chart No. 2 Two-Lane Conventional Highway Lane Requirements																									
Location: Lakehills Drive																									
a.m.												p.m.													
FROM HOUR TO HOUR	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Mondays through Fridays	N	N	N	N	N	N	N	N	N	R	R	R	R	R	R	R	R	N	N	N	N	N	N	N	
Saturdays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Sundays	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Designated Legal Holiday	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	
Legend:																									
R	Provide at least one through traffic lane, not less than 10 feet in width, for use by both directions of travel (Reversing Control) in accordance with Standard Plan T-13.																								
N	No work permitted.																								

10-1.06 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The Contractor must provide a written traffic control plan approved by the Department. The traffic control plan must have a diagram of signing and traffic control stations.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

In addition to the flagmen required by Caltrans Standard Plans T-13, Contractor will provide a flagman at all county road intersections affected by grinding and paving operations.

All flagmen will be required to have hand held radios in communication at all times during traffic control proceedings.

Utilizing a pilot car will be required. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 25 miles per hour.

Full compensation for furnishing a written traffic control plan, all labor (including flagging costs), materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. Section 12-2.02, "Flagging Costs," of the Standard Specifications will not apply for traffic control work on this project.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.07 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the California MUTCD or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

When the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place before opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided for traveled ways open to public traffic.

Work necessary, including required lines or markers, to establish the alignment of temporary pavement delineation shall be performed by the Contractor. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation, or as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION

When lanelines or centerlines are obliterated, the minimum laneline and centerline delineation to be provided shall be temporary pavement markers placed at longitudinal intervals of not more than 24 feet. The temporary pavement markers shall be the same color as the laneline or centerline the markers replace.

Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place pavement markers in areas where removal of the markers will be required.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed before opening the lanes to public traffic. W20-1 (ROAD WORK AHEAD) signs shall be installed from 1,000 feet to 2,000 feet in advance of "no passing" zones. R4-1 (DO NOT PASS) signs shall be installed at the beginning and at every 2,000-foot interval within "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing temporary pavement markers used for temporary laneline and centerline delineation and for providing equivalent patterns of permanent traffic lines for these areas when required shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

Full compensation for furnishing, placing, maintaining, and removing signing specified for "no passing" zones shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

TEMPORARY EDGELINE DELINEATION

When edgelines are obliterated, the edgeline delineation to be provided for that area adjacent to lanes open to public traffic shall consist of, at the option of the Contractor, either traffic cones, portable delineators or channelizers placed at longitudinal intervals not to exceed 100 feet. The lateral offset for traffic cones, portable delineators or channelizers used for temporary edgeline delineation shall be determined by the Engineer.

Channelizers used for temporary edgeline delineation shall be the surface mounted type and shall be orange in color. Channelizer bases shall be cemented to the pavement in the same manner provided for cementing pavement markers to pavement in "Pavement Markers" of these special provisions, except epoxy adhesive shall not be used to place channelizers on the top layer of pavement. Channelizers shall be, at the Contractor's option, one of the surface mount types (36 inch) listed in "Prequalified and Tested Signing and Delineation Materials" of these special provisions.

Temporary edgeline delineation shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

Full compensation for furnishing, placing, maintaining, and removing temporary edgeline delineation shall be considered as included in the contract prices paid for the items of work that obliterated the edgeline pavement delineation and no separate payment will be made therefor.

10-1.08 COLD PLANE ASPHALT CONCRETE PAVEMENT

Existing asphalt concrete pavement shall be cold planed two inches (2") along Francisco Drive for conform grinds at the following locations per the specified width and length: a) on Francisco Drive at both end of the project limits, full width, twenty feet (20') in length; b) on Marina Park Drive, full width, twenty feet (20') in length; c) on Schooner Drive, full width, six feet (6') in length; and d) along existing curb and gutter, four foot (4') wide, as marked, and other areas designated by the Engineer.

Existing asphalt concrete pavement shall be cold planed two and one-half inches (2-1/2") along Lakehills Drive for conform grinds at the following locations per the specified width and length: a) on Lakehills Drive at both end of the project limits, full width, twenty feet (20') in length; b) on Bonita Drive, full width, twenty feet (20') in length; and c) on Cromwell Court, full width, six feet (6') in length and other areas designated by the Engineer.

Paving operations shall begin within five (5) calendar days of the beginning of the cold planning operations. Failure to comply with this requirement may result in deductions to contractor payments per Section 9 of the Standard Specifications.

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

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

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

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

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

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

The material planed from the roadway surface, including material deposited in existing gutters or on the adjacent traveled way, shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications. Removal operations of cold planed material shall be concurrent with planing operations and follow within 50 feet of the planer, unless otherwise directed by the Engineer.

Cold plane asphalt concrete pavement will be measured by the square foot. The quantity to be paid for will be the actual area of surface cold planed irrespective of the number of passes required to obtain the depth required.

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

10-1.09 ASPHALT CONCRETE

GENERAL

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

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

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

The aggregate for Type A asphalt concrete shall conform to the 1/2" maximum, medium grade for grading as specified in Section 39-2.02, "Aggregate," of the Standard Specifications.

PAINT BINDER (TACK COAT)

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

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

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

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

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

Note B: Undiluted rapid-setting asphaltic emulsion.

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

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

10-1.10 COMPACTING EQUIPMENT

Attention is directed to Section 39-5.02, “COMPACTING EQUIPMENT” of the standard specifications.

A minimum of three rollers consisting of the following shall be used to compact the asphalt concrete:

- 1 Steel wheeled roller weighing not less than 8 tons.
- 1 Steel wheeled roller weighing not less than 12 tons.
- 1 pneumatic tired roller .

The pneumatic tired roller shall be used regardless of compacted thickness.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)