

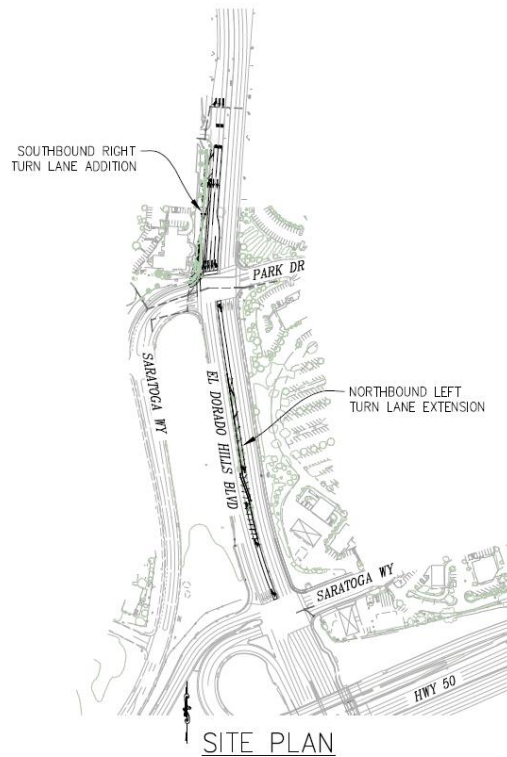
**COUNTY OF EL DORADO, CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CONTRACT DOCUMENTS

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

El Dorado Hills Blvd and Saratoga Way Turn Lanes

CONTRACT NO. 7447 / CIP NO. 36105076



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

BID OPENING DATE: JULY 9, 2024

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

CONTRACT DOCUMENTS

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

El Dorado Hills Blvd and Saratoga Way Turn Lanes

Date: June 11, 2024

CONTRACT NO. 7447 / CIP NO. 36105076

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



Chandra Ghimire

Chandra Ghimire, RCE No. C74978
Date 3/14/2024

County of El Dorado, State of California

EL DORADO HILLS BLVD AND SARATOGA WY INTERSECTION
IMPROVEMENTS

Contract No. 7447 / CIP No. 36105076

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COUNTY OF EL DORADO, CALIFORNIA

DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS

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

**El Dorado Hills Blvd and Saratoga Way Intersection Improvements
CIP NO. 36105076, CONTRACT No. 7447**

will be received by the County of El Dorado, Department of Transportation (Department of Transportation), through Quest Construction Data Network (Quest) until **July 9, 2024 at 2:00 P.M.**, at which time bids will be publicly opened and read by the Department of Transportation. The bid opening will take place virtually through Zoom. The virtual bid meeting can be accessed via the following: [REDACTED]

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60) calendar days. Bids must be executed in accordance with the instructions given and forms provided in the Contract Documents furnished by the County of El Dorado, Department of Transportation through Quest Construction Data Network (Quest). **The Proposal including the Bidder's Security, Form 590, and Payee Data Record shall be submitted through the Quest website for Project #8395507:**

LOCATION/DESCRIPTION OF THE WORK: The Project is located along El Dorado Hills Blvd and Saratoga Wy, in El Dorado Hills in the County of El Dorado. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Removing and paving existing roadway median and shoulder, ADA ramp update, concrete curb and gutter, traffic signal modifications, storm drain systems, adjusting grates to grade, clearing and grubbing, various striping and signing improvements, earthwork cutting and grading. Other items or details not mentioned above, that are required by the plans, Standard Plans, Standard Specifications, or these Special Provisions must be performed, constructed or installed.
- B. Bids are required for the entire Work described herein.
- C. The Contract time is FIFTY (50) WORKING DAYS.
- D. For bonding purposes, the anticipated Project cost is less than \$1,544,000.
- E. A pre-bid meeting is scheduled for this Project on **June 20, 2024, at 2:00 p.m.** at the County of El Dorado, Department of Transportation, 2441 Headington Road, Placerville, CA. The meeting will be held in the downstairs conference room. State requirements for masks and social distancing will be enforced. Attendance at the pre-bid meeting is mandatory.
- F. This Project is being formally bid in accordance with Public Contract Code 22032 and County of El Dorado Ordinance Code section 3.14.040.

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

Interested parties may view the Contract Documents, including the Project Plans, on the Quest website at no charge. The digital Contract Documents, including the Project Plans, may be downloaded for \$42.00 by inputting the Quest Project #9106027 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-

1632 or info@questcdn.com for assistance in free membership, registration, downloading, and working with this digital project information.

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

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

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

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

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

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

EMISSIONS REDUCTION: Contractor must comply with emission reduction regulations mandated by the California Air Resources Board, sign the certification of knowledge in the Agreement, and provide County a Certificate of Reported Compliance when road legal diesel vehicles with a gross vehicle weight over 14,000 pounds are included in their fleet. Contractor must require all sub-contractors to comply with such regulations and provide County a Certificate of Reported Compliance for each sub-contractor with road legal diesel vehicles over 14,000 pound gross vehicle weight.

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

The percentage of each bid item subcontracted may be submitted with the Bidder's bid or sent via email or fax to Jen Rimoldi, County of El Dorado Community Department of Transportation, email-jennifer.rimoldi@edcgov.us, Fax-(530) 698-5813 within 24 hours of being requested after the bid opening. The email or fax must contain the name of each subcontractor submitted with the Bidder's bid along with the bid item number, the bid item description, and the percentage of each bid item subcontracted, as described above. [At the time bids are submitted](#), all listed subcontractors must be properly licensed to perform their designated portion of the Work.

The Bidder's attention is directed to other provisions of the Act related to the imposition of penalties for failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

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

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

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

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

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

Comply with the fair employment practices provisions in the *Draft Agreement* contained in these Contract Documents that will apply to this Contract.

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

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at the Department of Transportation's principal office, and are available upon request. In accordance with the provisions of Labor Code 1810, eight (8) hours of labor constitutes a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract must conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

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

BID PROTEST PROCEDURE: The protest procedure is intended to handle and resolve disputes related to the bid award for this Project pursuant to County of El Dorado policies and procedures. The protest procedure is an extension of the formal bid process and allows those who wish to protest the recommendation of an award after bid the opportunity to be heard.

Policy: Upon completion of the bid evaluation, the Department of Transportation will notify all bidders of the recommendation of award, the basis therefore, and the date and time on which the recommendation for award will

be considered and acted upon by the Board of Supervisors. All bidders may attend the Board of Supervisors meeting at the time the agenda item is considered, address the Board of Supervisors, and be heard.

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

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

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

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

PROJECT ADMINISTRATION: Submit all Requests for Information (RFI) during the bid period to the email shown on the Quest website under the Quest #9106027 “Project Q&A”. If the response does not require an addendum, a response will be posted as a response to bidder’s inquiry on the Quest website under “Project Q&A”. It is the bidders’ responsibility to check this website under “Project Q&A” for responses to bidders’ inquiries during the bid period. Addenda will be uploaded in pdf format to Quest’s website and Quest will issue an automatic email notification to all plan holders that have acquired the Contract Documents digitally through Quest. The list of plan holders will be available on Quest’s website under “View Plan holders”.

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

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

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

Public Records Act. County will not consider any requested exemptions that do not meet the requirements of this section and will treat the bid or other materials submitted as non-exempt public records.

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

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

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

Authorized by the Board of Supervisors on June 11, 2024, at Placerville, California.

By _____
Rafael Martinez, Director
Department of Transportation

ORGANIZATION

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

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

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

STANDARD PLANS LIST

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

^^

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.01:

Nonstandard Bid Items and Applicable Sections

Item Code	Item Description	Applicable Section
072007A	EXCAVATION SAFETY	7
128651A	PORTABLE CHANGEABLE MESSAGE SIGN	12
149001A	PREPARE FUGITIVE DUST CONTROL	14

Add to the table in section 1-1.06:

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

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

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

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

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

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

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

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

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

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

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

Add to section 1-1.07B:

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

El Dorado Hills Blvd and Saratoga Way Intersection Improvements
Contract No. 7447, CIP No 36105076
June 11, 2024

County of El Dorado
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4. Construction Bid Board at www.ebidboard.com
5. ConstructConnect at www.constructconnect.com
6. Quest Construction Data Network's website as described in the *Notice to Bidders*

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

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

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

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

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

Department does not release CAD files during bidding.

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

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

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

Proposal Pay Items and Bid Price Schedule.

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

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

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

Add to section 2-1.12B(1):

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

1. *Contracting with small and minority firms, women's business enterprise and labor surplus area firms.*
 - a. Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

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

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

2-1.15 RESERVED

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

2-1.18 RESERVED

Replace section 2-1.27 "CALIFORNIA COMPANIES" with:

2-1.27 RESERVED

Delete section 2-1.31.

Replace section 2-1.33 with:

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

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

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

^aThe percentage of each bid item and the 15-G and 15-H forms may be submitted at the time of bid.

^bIf the information is not submitted at the time of bid email or fax to Office Engineer, email-Jennifer.Rimoldi@edcgov.us, Fax-(530) 698-5813. This after-bid submittal does not apply to an informal-bid contract. For an informal bid contract, submit the completed form at the time of bid.

^cIf not submitted at the time of bid, applicable only to the apparent low bidder, 2nd low bidder, and 3rd low bidder. Submit via email or fax to Office Engineer, email-Jennifer.Rimoldi@edcgov.us, Fax-(530) 698-5813.

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

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

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

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

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

Replace the last paragraph of section 2-1.34 with:

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

Replace "Reserved" in section 2-1.44 with:

2-1.44 BID PROTEST PROCEDURE

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

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

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

El Dorado Hills Blvd and Saratoga Way Intersection Improvements

County of El Dorado

Contract No. 7447, CIP No 36105076

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June 11, 2024

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Replace section 3-1.04 with:

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

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

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

Replace section 3-1.05 with:

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

The successful Bidder must furnish two bonds:

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

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

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

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

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

Replace section 3-1.08 "SMALL BUSINESS PARTICIPATION REPORT" with:

3-1.08 RESERVED

Replace section 3-1.11 with:

3-1.11 COUNTY PAYEE DATA RECORD FORM

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

Replace section 3-1.18 with:

3-1.18 CONTRACT EXECUTION

The successful Bidder must sign the *Agreement*.

Deliver to Office Engineer:

- 1) Two Original Signed *Agreements*,
- 2) Contract Bonds
- 3) Documents identified in section 3-1.07 and 7-1.06
- 4) Documents identified in and marked as specified in section 3-1.14, if applicable.
- 5) Current CARB Certificates for any applicable fleet intended to be used by the Contractor and for any applicable fleet intended to be used by all subcontractors.

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

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

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

Replace section 3-1.19 with:

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

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

^^

4 SCOPE OF WORK

Delete section 4-1.07C.

Replace “RESERVED” in section 4-1.08 with:

4-1.08 SUSPENSION OF WORK ORDERED BY THE ENGINEER

4-1.08A General

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

2. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The contractor will be notified of the engineer's determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.

4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided or excluded under any other term or condition of this contract.

Replace “RESERVED” in section 4-1.09 with:

4-1.09 SIGNIFICANT CHANGES IN THE CHARACTER OF WORK

4-1.09A General

1. The engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations will not invalidate the contract nor release the surety, and the contractor agrees to perform the work as altered.

2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the contractor in such amount as the engineer may determine to be fair and equitable.

3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contract, the altered work will be paid for as provided elsewhere in the contract.

4. The term “significant change” shall be construed to apply only to the following circumstances:

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

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

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5 CONTROL OF WORK

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

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

Delete section 5-1.09.

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

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

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

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

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

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

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

5-1.13C RESERVED

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

5-1.13D RESERVED

Replace section 5-1.13E with:

5-1.13E Prompt Payment

Section 5-1.13E applies to all contracts.

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

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

1. Subcontractor's or entity's business name
2. Description of work performed
 - 2.1. Bid item numbers or change order numbers
 - 2.2. Written narrative of work performed

3. Value of work performed
4. Amount paid to subcontractor or entity
5. Withhold amount, if applicable
6. Explanation of withhold reasoning, if applicable

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

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

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

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

Replace section 5-1.20B(4) with:

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

Replace "Reserved" in section 5-1.20H with:

5-1.20H Coordination With Schools

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

Buckeye Union Elementary School District
 5049 Robert J Mathews Pkwy
 El Dorado Hills, CA 95762
 (530) 677 2261

Latrobe School District
 7900 S Shingle Rd
 Shingle Springs, CA 95682
 (530) 677-0260

Rescue Union School District
 2390 Bass Lake Rd
 Rescue, CA 95672
 (530) 677-4461

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

Replace "Reserved" in section 5-1.20I with:

5-1.20I Coordination With Property Owners

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

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

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

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

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

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

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

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

Replace section 5-1.27E with:

5-1.27E Change Order Bills

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

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

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

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

Pothole all underground utilities prior to construction activities. Underground Service Alert Phone: 811. In addition to 811, Contractor must contact El Dorado Hills, Community Services District for locating underground electrical utilities.

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7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Add to section 7-1.02A:

County is relying on state funds for all or a portion of the funding for the Work to be provided under this Contract. As a requirement of County’s use of state funds, County is required to comply with certain federal and state contracting requirements and to extend those requirements to its third party contracts. You must comply and must require your subcontractors to comply with all applicable provisions of federal and state regulations, including those required by Caltrans grant funding requirements, regulations, and related executive orders regarding the use, expenditure, control, reporting, allowable costs and management of such funds as well as these requirements detailed in 2 CFR Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. You must further comply with all applicable provisions of the Caltrans Local Assistance Procedures Manual and the Local Assistance Program Guidelines, all Title 23 Federal requirements, all 2 CFR Part 200 requirements, and all applicable state and federal laws, regulations and policy; procedural or instructional memoranda. Failure to comply with any federal or state provision may be the basis for withholding payments and for such other remedies as may be appropriate including termination of this Contract. You must also comply with any flow-down or third-party contracting provisions which may be required under the federal and state regulations and which may apply to your subcontracts, if any, associated with this contract.

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

7-1.02C Emissions Reduction

Contractor and their sub-contractors must comply with emission reduction regulations mandated by the California Air Resources Board before commencing the performance of the Work, maintain compliance throughout the duration of this Contract, and provide County a Certificate of Reported Compliance for each company with road legal diesel vehicles over 14,000 pound gross vehicle weight. Contractor must also sign the Certificate of Knowledge - Emissions Reduction Regulations in Article 15, “Emissions Reduction” in the Agreement.

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

7-1.02E Reporting [2 CFR 200.328]

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

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

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

7-1.02F Copyrights [2 CFR 200.315]

The USDOT reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government proposes:

- 2. The copyright in any work developed under a grant, sub-grant, or contract under a grant or subgrant; and
- 3. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

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

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

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

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

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

Add to section 7-1.02K(3):

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

Add to section 7-1.02K(4):

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

Add to section 7-1.02K(6)(b):

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

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

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

Replace Section 7-1.02K(6)(j)(iii) with:

7-1.02K(6)(j)(iii) Unregulated Earth Material Containing Lead

Section 7-1.02K(6)(j)(iii) includes specifications for handling, removing, and disposing of unregulated earth material containing lead. Management of this material exposes workers to health hazards that must be addressed in your lead compliance plan. This material contains average lead concentrations below 80 mg/kg total lead and below 5 mg/L soluble lead and is not regulated by DTSC as a hazardous substance or a hazardous waste. This material does not require disposal at a permitted landfill or solid waste disposal facility. The RWQCB has jurisdiction over reuse of this material at locations outside the job site limits.

Unregulated earth material exists throughout the job site.

Add to section 7-1.02M(2):

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

site activities. Post the agencies names and emergency phone numbers at a prominent place at the job site.

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

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

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

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

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

Furnish the following fire tools:

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

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

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

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

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

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

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

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

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

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

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

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

, whichever is longer.

Delete the 24th paragraph of section 7-1.04.

Add to the end of section 7-1.04:

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

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

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

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

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

Replace section 7-1.05 "Indemnification" with:

7-1.05 INDEMNIFICATION

Comply with Article 5 "Indemnity" of the Agreement.

Replace section 7-1.06 "INSURANCE" with:

7-1.06 INSURANCE

7-1.06A General Insurance Requirements

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

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

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

7-1.06B Proof of Insurance Requirements

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

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

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

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

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

7-1.06C Insurance Notification Requirements

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

You agree that the insurance required herein will be in effect at all times during the term of this Contract. If this insurance coverage expires at any time or times during the term of this Contract, you must immediately provide a new certificate of insurance as evidence of the required insurance coverage. If you fail to keep

in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of this event. New certificates of insurance are subject to the approval of the Risk Management Division.

7-1.06D Additional Standards

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

7-1.06E Commencement of Performance

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

7-1.06F Material Breach

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

7-1.06G Reporting Provisions

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

7-1.06H Primary Coverage

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

7-1.06I Premium Payments

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

7-1.06J Contractor's Obligations

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

8 PROSECUTION AND PROGRESS

Add between the 3rd and 4th paragraphs of section 8-1.02C(1):

Submit compatible software for the Engineer's exclusive possession and use.

Add to the 1st paragraph of section 8-1.02C(3)(a):

After authorization of the proposed software, submit schedule software and original software instruction manuals. The Engineer returns the schedule software to you before the final estimate. The Department pays you by force account for replacement of software or manuals damaged, lost, or stolen after submittal.

Replace "Reserved" in section 8-1.02C(3)(b) with:

8-1.02C(3)(b) Computer Software Training

Instruct the Engineer in the use of the software and provide software support until Contract acceptance.

Within 15 days after the date of the Notice of Award letter, provide a commercial training session for 2 Department employees in the use of the software at a location acceptable to the Engineer. For Primavera P6 software, the training session must be 8 hours. For other software, the training session must be 16 hours.

The Department recommends that you send at least 2 employees to the same training session to facilitate development of similar knowledge and skills in the use of the software.

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

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

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

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

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

Replace section 8-1.04B with:

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

Do not start jobsite activities until the Department authorizes your SWPPP submittal and obtains a Waste Discharge Identification Number (WDID).

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

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

1. *Notice of Materials To Be Used.*
2. Contingency plan for reopening closures to public traffic.

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

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

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

Add to the end of section 8-1.06:

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

During the suspension, the Department pays for winterization costs or costs associated with water pollution control within the County’s Project area under Section 9-1.04 of the Standard Specifications, as applicable. The Department pays for any other contract work required to be performed within the County’s project area during the suspension under the applicable bid item.

Replace section 8-1.10A with:

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

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

8-1.10D Director Days

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

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

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

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

Replace section 8-1.14 “Contract Termination” with:

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

AA

9 PAYMENT

Add to end of section 9-1.03:

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

Replace the last paragraph of section 9-1.03 with:

Pay your subcontractors within 7 days of receipt of each progress payment unless otherwise agreed to in writing (Bus & Prof Code § 7108.5). Violation of this section subjects you to the penalties, sanctions and other remedies of Bus and Prof § 7108.5. This section must not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to you in the event of a dispute involving late payment or nonpayment by you, deficient subcontract performance, or noncompliance by a subcontractor.

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

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

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

These amounts are shown on the *Pay Estimate*.

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

required forms, dust control submittals,

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

Stop notice information may be obtained from the Engineer.

Replace section 9-1.16F with:

9-1.16F Retentions

9-1.16F(1) General

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

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

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

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

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

Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime

Add to the end of section 10-1.02C(2):

Irrigation components to be exposed and capped before performing any other construction activity in the area.

Add to the beginning of section 10-1.02E:

Construct the new pavement structure adjacent to the existing traveled way by successively excavating, preparing subgrade, placing base materials, and paving. Perform these activities concurrently after you start paving. Excavation within eight feet of the right edge or five feet of the left edge of the existing traveled way must not precede the paving operation by more than three working days unless:

- 1. Authorized
- 2. Material is placed and compacted against the vertical cuts within 0.15 feet of the existing traveled way. During excavation, you may use native material for this purpose except you must use structural material once you start placing the pavement structure. Place the material to the top of the existing pavement and taper at a slope of 4:1 (horizontal:vertical) or flatter to the bottom of the excavation. Do not use treated base for the taper.

Add section 10-1.02F:

10-1.02F Pre-Construction Drainage Patterns

During construction maintain adequate drainage such that pre-construction drainage patterns are not compromised. The Engineer determines pre-construction drainage patterns.

Replace *Reserved* in section 10-1.03 with:

Add to the end of section 10-4:

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

^^

12 TEMPORARY TRAFFIC CONTROL

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

A construction project funding sign must comply with and include the following details:

The legend for the type of project must read as follows:

LOCAL ROADWAY CONSTRUCTION

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

TIF ZONE C LOCAL ROADS FUND

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

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

YEAR OF COMPLETION 2024

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

Add to the 2nd paragraph of the RSS dated 4/16/21 for section 12-3.11C(3)(b):

Install two Type 1 construction project funding sign at the location determined by the Engineer before starting major work activities visible to local roadway users.

Add to the end of the RSS dated 4/16/21 for section 12-3.11C(3)(b):

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

Add to section 12-3.32C:

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

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

Replace section 12-3.32D with:

PCMS

Add to section 12-4.01C:

Do not perform work that would require a closure.

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

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

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

Delete the 4th paragraph of Section 12-4.02A(3)(b).

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

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

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

If a closure is not opened to traffic by the specified time, suspend work. No further closures are allowed until the Engineer has reviewed and authorized a work plan submitted by you that ensures that future

El Dorado Hills Blvd and Saratoga Way Intersection Improvements

County of El Dorado

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closures will be opened to traffic by the specified time. Allow 2 business days for review of your proposed work plan. The Department does not compensate you for your losses due to the suspension of work resulting from the late opening of closures.

Notify the Engineer of delays in your activities caused by:

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

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

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

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

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

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

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

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

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

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

Lane Closure Restrictions For Designated Holidays And Special Days										
Thu	Fri	Sat	Sun	Mon	Tues	Wed	Thu	Fri	Sat	Sun
x	H xx	xx	xx							
	SD xx									
x	xx	H xx	xx							
		SD xx								
	x	xx	H xx	xx						
			SD xx							
	x	xx	xx	H xx	xxx					
	x	xx	xx	SD xx	xxx					
				x	H xx					
				x	SD xx					
					x	H xx				
						SD xx				
						x	H xx	xx	xx	xx
							SD xx			
Legend:										
	Refer to lane requirement charts.									
x	The full width of the traveled way must be open for use by traffic after ____.									
xx	The full width of the traveled way must be open for use by traffic.									
xxx	The full width of the traveled way must be open for use by traffic until ____.									
H	Designated holiday									
SD	Special day									

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

Comply with the requirements for a Conventional Highway Lane Requirements shown in the following chart:

Chart No. 1 Conventional Highway Lane Requirements																									
Location: El Dorado Hills Blvd										Direction: North and South Bound															
Closure limits: within identified work zones on plan set																									
Hour	24	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Mon– Thu	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1
Fri	1	1	1	1	1	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	1	1	1	1	1
Sat	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N	N
Sun	N	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:																									
1	Provide at least 1 city street lane open in the direction of travel.																								
C	Street may be closed.																								
N	No work is allowed.																								
R	Provide at least 1 through traffic lane not less than 10 feet in width for use by both directions of travel. (Reversing Control)																								
REMARKS: The number of through traffic lanes in each direction of travel is 2																									

Add to the end of the 1st paragraph of section 12-4.02C(7)(a):

except you may use a moving closure during traffic striping and pavement marker placement using a bituminous adhesive. Do not use a moving lane closure when grinding for recessed striping and recessed markers.

Add to the end of section 12-4.02C(7)(a):

Do not use an impact attenuator vehicle to place, remove, or place and remove components of a stationary traffic control system on 2 lane where the useable shoulder width is less than 10 feet.

Except where prohibited, use an impact attenuator vehicle:

1. To follow behind equipment and workers who are placing and removing components of a closure. Operate the flashing arrow sign in the arrow or caution mode during this activity, whichever applies. Follow at a distance that prevents intrusion into the work space from passing traffic.
2. As a shadow vehicle in a moving lane closure.

After placing components of a stationary traffic control system, you may place the impact attenuator vehicle in advance of the work area or at another authorized location to protect traffic and workers.

Add to the end of section 12-4.02C(7)(b):

For multilane freeway or expressway lane closures, do not place the 2L tangent section shown along lane lines between the lane closure tapers.

For multilane freeways and expressways, do not place the traffic cones shown to be placed transversely across closed traffic lanes and shoulders.

Additional advance flaggers are required.

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

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

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

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

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

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

Add to section 13-2.01C:

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

Add to section 13-2.03:

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

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

in the Proposed Final Pay Estimate.

Add to section 13-3.03

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

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

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

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

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

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

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

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

Replace section 14-9.02 with:

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

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

Replace “RESERVED” in section 14-9.04 with:

14-9.04 DUST CONTROL

14-9.04A GENERAL

14-9.04A(1) Summary

Section 14-9.04 includes specifications relating to dust control.

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

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

The materials within the project limits are not known to contain naturally occurring asbestos based on a geologic evaluation of the site. The project is located within designated Naturally Occurring Asbestos Review Areas on the current El Dorado County Naturally Occurring Asbestos Review Area Map and may contain naturally occurring asbestos not identified by the geologic evaluation.

14-9.04A(2) Submittals

Submit a site specific Asbestos Dust Mitigation Plan (ADMP) to the AQMD meeting the requirements of Rule 223-2 for approval by the El Dorado County AQMD, prior to the start of any work. For projects exceeding 1 acre, where natural occurring asbestos is found to be present, the ADMP must comply with the State Asbestos Air Toxics Control Measure (CCR Title 17, Section 93105) and the County Ordinance (Chapter 8.44). Provide the Engineer with four (4) copies of the AQMD approved ADMP prior to the start of any work that may generate dust. The ADMP application can be found on AQMD’s website at: http://www.edcgv.org/Government/AirQualityManagement/Construction_Dust_Rules.aspx.

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

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

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

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

14-9.04B Materials

Not used.

14-9.04C Construction

Implement the measures contained in the ADMP to control dust.

Control dust using measures that include the following:

1. Stabilize unpaved areas subject to vehicular traffic by keeping adequately wetted or covered with material that contains less than 0.25 percent asbestos.

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

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

14-9.04D PAYMENT

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

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

Replace section 14-10.02 with:

14-10.02 SOLID WASTE DISPOSAL AND RECYCLING REPORT

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

Replace "Reserved" in section 14-11.05 with:

14-11.10 NATURALLY OCCURRING ASBESTOS

14-11.10A General

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

14-11.10A(1) Notifications

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

14-11.10A(2) Submittals

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

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

1. Air monitoring results
2. Analysis of results from the prior month

3. Name and location of the laboratory where the analysis was performed
4. Assessment of exposures of workers or the public
5. Descriptions of the type of air monitoring equipment
6. Sampling frequency

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

Comply with section 14-9.04A(2).

No blasting is allowed on job sites.

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

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

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

Include the following information in the ACP:

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

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

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

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

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

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

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

Submit 1 copy each as an information submittal:

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

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

1. Landfill receipts showing the concentration of asbestos

2. Certified weight tickets showing the amount of disposal material containing NOA that was sent to the facility

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

14-11.10A(3) Quality Control and Assurance

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

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

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

1. US EPA
2. DTSC
3. CDPH
4. Cal/OSHA
5. CARB
6. AQMD

14-11.10A(4) Training

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

Provide training, personal protective equipment, and washing facilities for (2) Department employees.

14-11.10B Materials

Not Used

14-11.10C Construction

14-11.10C(1) General

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

Comply with section 14-9.04C.

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

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

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

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

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

Survey 10 points to determine each burial location horizontally and vertically within the specified accuracies and to create closed polygons of the perimeters of the bottom and top of the burial location. If 10 points are not sufficient to define the polygon, add additional points until the polygon is defined. Establish the position of the bottom and top perimeters before placing subsequent layers of material that obstruct the location.

- 1) Material that you believe may be hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.
- 2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available by the Contract Documents or site visits prior to the deadline for submitting bids.
- 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

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

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

Replace “Not Used” in section 19-1.04 with:

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

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

19-4.04 PAYMENT

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

Replace “Reserved” in section 19-4 with:

19-4.02 MATERIALS

Not Used

Add to section 19-7.04:

The Department does not pay for disposal of surplus roadway excavation.

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

Shoulder backing must be clean and consist of virgin AB.

Delete the 3rd paragraph of section 19-9.02.

^

20 LANDSCAPE

Replace section 20-10.02C(2) with:

Check for deficiencies in the existing irrigation systems including:

1. Missing, damaged or malfunctioning irrigation components
2. Leaks on irrigation components

DIVISION IV SUBBASES AND BASES DIVISION V SURFACINGS AND PAVEMENTS

^^

39 ASPHALT CONCRETE

Delete the RSS dated 4-19-19 for section 39.

Delete section 39 of the RSS dated 07-15-16.

Replace section 39 with:

39-1 GENERAL

39-1.01 GENERAL

39-1.01A Summary

Section 39-1 includes general specifications for producing and placing HMA by mixing aggregate and asphalt binder at a mixing plant and spreading and compacting the HMA mixture.

HMA includes one or more of the following types:

1. Type A
2. Type B
3. OGFC, including HMA-O, RHMA-O, and RHMA-O-HB
4. RHMA-G

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

1. Standard
2. Method
3. QC/QA

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

39-1.01B Definitions

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

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

fine aggregate: Aggregate passing the no. 4 sieve.

processed RAP: RAP that has been fractionated.

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

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

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

39-1.02 MATERIALS

39-1.02A Geosynthetic Pavement Interlayer

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

39-1.02B Tack Coat

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

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

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

With each dilution, submit:

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

39-1.02C Asphalt Binder

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

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

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

39-1.02D Asphalt Rubber Binder

Not Used

39-1.02E Aggregate

Aggregate must be clean and free from deleterious substances.

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

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

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

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

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

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

1/2-inch HMA Types A and B

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

3/8-inch HMA Types A and B

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

No. 4 HMA Types A and B

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

RHMA-G

Not Used

OGFC

Not Used

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

Aggregate Quality

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

^a Reported value must be the average of 3 tests from a single sample.

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

39-1.02F(1) General

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

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

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

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

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

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

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

39-1.03 HOT MIX ASPHALT MIX DESIGN REQUIREMENTS

39-1.03A General

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

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

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

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

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

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

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

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

39-1.03B Hot Mix Asphalt Mix Design

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

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

^a Report this value in the JMF submittal.

The maximum allowable RAP binder replacement is 15 percent.

39-1.03C Job Mix Formula Submittal

Each JMF submittal must consist of:

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

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

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

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

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

39-1.03D Job Mix Formula Review

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

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

39-1.03E Job Mix Formula Verification

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

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

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

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

Where:

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

R_{RAP} = RAP ratio by weight of aggregate

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

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

- 1. Aggregate
- 2. Asphalt binder
- 3. RAP

4. HMA

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

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

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

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

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

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

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

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

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

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

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

A verified JMF is valid for 12 months.

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

39-1.03F Job Mix Formula Renewal

You may request a JMF renewal by submitting:

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

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

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

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

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

The Engineer may verify aggregate qualities during this review period.

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

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

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

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

39-1.03G Job Mix Formula Modification

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

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

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

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

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

1. Stability as shown in the table titled "HMA Mix Design Requirements"

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

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

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

39-1.03H Job Mix Formula Acceptance

You may start HMA production if:

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

39-1.04 CONTRACTOR QUALITY CONTROL

39-1.04A General

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

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

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

39-1.04B Prepaving Conference

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

39-1.04C Asphalt Rubber Binder

Not Used

39-1.04D Aggregate

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

39-1.04E Reclaimed Asphalt Pavement

Perform RAP quality control testing each day.

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

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

39-1.04F Density Cores

Not Used

39-1.04G Briquettes

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

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

39-1.05 ACCEPTANCE CRITERIA

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

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

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

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

HMA acceptance is based on:

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

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

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

39-1.06 DISPUTE RESOLUTION

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

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

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

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

39-1.07 PRODUCTION START-UP EVALUATION

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

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

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

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

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

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

39-1.08 PRODUCTION

39-1.08A General

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

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

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

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

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

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

39-1.08B Mixing

Mix HMA ingredients into a homogeneous mixture of coated aggregates.

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

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

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

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

39-1.08C Asphalt Rubber Binder

Not Used

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

39-1.09A General

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

39-1.09B Subgrade

Subgrade to receive HMA must comply with the compaction and elevation tolerance specifications in the sections for the material involved. Subgrade must be free of loose and extraneous material. If HMA is paved

on existing base or pavement, remove loose paving particles, dirt, and other extraneous material by any means including flushing and sweeping.

39-1.09C Tack Coat

Apply tack coat:

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

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

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

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

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

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

If you request and if authorized, you may:

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

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

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

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

39-1.09D Geosynthetic Pavement Interlayer

Place geosynthetic pavement interlayer under the manufacturer's instruction.

Before placing the geosynthetic pavement interlayer and asphalt binder:

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

Immediately before placing the interlayer, apply 0.25 ± 0.03 gal of asphalt binder per square yard of interlayer or until the fabric is saturated. Apply asphalt binder the width of the geosynthetic pavement

interlayer plus 3 inches on each side. At interlayer overlaps, apply asphalt binder on the lower interlayer the same overlap distance as the upper interlayer.

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

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

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

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

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

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

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

Pave HMA on the interlayer during the same work shift.

39-1.10 SPREADING AND COMPACTING EQUIPMENT

Paving equipment for spreading must be:

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

Install and maintain grade and slope references.

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

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

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

In areas inaccessible to spreading and compacting equipment:

1. Spread the HMA by any means to obtain the specified lines, grades, and cross sections.
2. Use a pneumatic tamper, plate compactor, or equivalent to achieve thorough compaction.

39-1.11 CONSTRUCTION

39-1.11A General

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

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

1. Paver is equipped with a hopper that automatically feeds the screed
2. Loading equipment can pick up the windrowed material and deposit it in the paver hopper without damaging base material
3. Activities for deposit, pickup, loading, and paving are continuous

4. HMA temperature in the windrow does not fall below 260 degrees F

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

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

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

HMA must be free of:

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

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

39-1.11B Longitudinal Joints

39-1.11B(1) General

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

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

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

39-1.11B(2) Tapered Notched Wedge

Not Used

39-1.11C Widening Existing Pavement

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

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

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

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

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

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

39-1.11E Leveling

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

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

39-1.11F Compaction

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

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

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

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

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

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

39-1.12 SMOOTHNESS

39-1.12A General

Determine HMA smoothness with a profilograph and a straightedge.

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

If concrete pavement is placed on HMA:

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

39-1.12B Straightedge

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

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

39-1.12C Profilograph

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

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

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

Profile the pavement in the Engineer's presence.

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

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

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

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

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

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

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

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

39-1.12D Smoothness Correction

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

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

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

Corrected HMA pavement areas must be uniform rectangles with edges:

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

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

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

39-1.13 HOT MIX ASPHALT ON BRIDGE DECKS

Produce and place HMA on bridge decks under the Method construction process. Aggregate must comply with the 1/2-inch HMA Types A and B gradation.

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

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

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

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

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

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

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

39-1.14 MISCELLANEOUS AREAS AND DIKES

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

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

Miscellaneous areas are outside the traveled way and include:

1. Median areas not including inside shoulders
2. Island areas
3. Sidewalks
4. Gutters
5. Gutter flares
6. Ditches
7. Overside drains
8. Aprons at the ends of drainage structures

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

For miscellaneous areas and dikes:

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

39-1.15 MINOR HOT MIX ASPHALT

Not Used

39-1.16 RUMBLE STRIPS

Reserved

39-1.17 DATA CORES

Reserved

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

Reserved

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

Reserved

39-1.20 LIQUID ANTISTRIP TREATMENT

Reserved

39-1.21 REPLACE ASPHALT CONCRETE SURFACING

Reserved

39-1.22 LIQUID ASPHALT PRIME COAT

Reserved

39-1.23 HOT MIX ASPHALT TYPE C

Reserved

39-1.24 BONDED WEARING COURSE—GAP GRADED

Reserved

39-1.25 RUBBERIZED BONDED WEARING COURSE—GAP GRADED

Reserved

39-1.26 RUBBERIZED BONDED WEARING COURSE—OPEN GRADED

Reserved

39-1.27 BONDED WEARING COURSE—OPEN GRADED

Reserved

39-1.28 ROADSIDE PAVING

Reserved

39-1.29 SOIL TREATMENT

Reserved

39-1.30 EDGE TREATMENT, HOT MIX ASPHALT PAVEMENT

39-1.30A General

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

39-1.30B Materials

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

39-1.30C Construction

The edge of roadway where the safety edge treatment is to be placed must have a solid base, free of debris such as loose material, grass, weeds, or mud. Grade areas to receive the safety edge as required.

The safety edge treatment must be placed monolithic with the adjacent lane or shoulder and shaped and compacted with a device attached to the paver.

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

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

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

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

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

http://safety.fhwa.dot.gov/roadway_dept/pavement/safedge/

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

39-1.30D Payment

Not Used

39-2 STANDARD CONSTRUCTION PROCESS

Not Used

39-3 METHOD CONSTRUCTION PROCESS

39-3.01 GENERAL

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

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

HMA Acceptance—Method Construction Process

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

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

^a The Engineer determines combined aggregate gradations containing RAP under California Test 367.

^b The tolerances must comply with the allowable tolerances in section 39-1.02E.

^c The Engineer reports the average of 3 tests from a single split sample.

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

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

^f Report only.

^g Applies to RAP substitution rate greater than 15 percent.

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

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

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

39-3.03 SPREADING AND COMPACTING EQUIPMENT

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

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

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

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

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

39-3.04 TRANSPORTING, SPREADING, AND COMPACTING

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

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

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

Minimum Atmospheric and Surface Temperatures

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

^a Except asphalt rubber binder.

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

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

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

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

For RHMA-G:

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

For HMA-O with unmodified asphalt binder:

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

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

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

For RHMA-O and RHMA-O-HB:

1. Only spread and compact if the atmospheric temperature is at least 55 degrees F and surface temperature is at least 60 degrees F.
2. Complete the 1st coverage using 2 rollers before the surface temperature drops below 280 degrees F.
3. Complete compaction before the surface temperature drops below 250 degrees F.
4. Cover loads in trucks with tarpaulins, if the atmospheric temperature is below 70 degrees F. The tarpaulins must completely cover the exposed load until you transfer the mixture to the paver's hopper or to the pavement surface.

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

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

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

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

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

Compact OGFC with 2 coverages using steel-tired rollers.

39-4 QUALITY CONTROL/QUALITY ASSURANCE CONSTRUCTION PROCESS

Not Used

39-5 EXISTING ASPHALT CONCRETE

39-5.01 GENERAL

39-5.01A General

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

39-5.01B Materials

Not Used

39-5.01C Construction

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

39-5.01D Payment

Not Used

39-5.02 REPLACE ASPHALT CONCRETE SURFACING

39-5.02A General

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

39-5.02B Materials

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

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

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

39-5.02C Construction

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

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

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

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

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

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

39-5.02D Payment

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

39-5.03 REMOVE ASPHALT CONCRETE DIKES

39-5.03A General

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

39-5.03B Materials

Not Used

39-5.03C Construction

Reserved

39-5.03D Payment

Not Used

39-5.04 COLD PLANING ASPHALT CONCRETE PAVEMENT

39-5.04A General

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

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

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

39-5.04B Materials

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

39-5.04C Construction

39-5.04C(1) General

Do not use a heating device to soften the pavement.

The cold planing machine must be:

1. Equipped with a cutter head width that matches the planing width unless a wider cutter head is authorized.
2. Equipped with automatic controls for the longitudinal grade and transverse slope of the cutter head and:
 - 2.1. If a ski device is used, it must be at least 30 feet long, rigid, and a 1-piece unit. The entire length must be used in activating the sensor.
 - 2.2. If referencing from existing pavement, the cold planing machine must be controlled by a self-contained grade reference system. The system must be used at or near the centerline of the roadway. On the adjacent pass with the cold planing machine, a joint-matching shoe may be used.
3. Equipped to effectively control dust generated by the planing operation
4. Operated such that no fumes or smoke is produced.

Replace broken, missing, or worn machine teeth.

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

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

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

Install and maintain grade and transverse slope references.

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

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

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

39-5.04C(3) Planed Material

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

39-5.04C(4) Temporary HMA Tapers

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

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

Completely remove temporary tapers before placing permanent surfacing.

39-5.04D Payment

Not Used

39-5.05 REMOVE BASE AND SURFACING

39-5.05A General

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

39-5.05B Materials

Not Used

39-5.05C Construction

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

39-5.05D Payment

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

39-5.06–39-5.08 RESERVED

39-6 PAYMENT

Section 39-6 includes specifications for HMA payment. The weight of each HMA mixture designated in the Bid Item List must be the combined mixture weight.

If recorded batch weights are printed automatically, the bid item for HMA is measured by using the printed batch weights, provided:

82 SIGNS AND MARKERS

Replace *Not Used* in section 82-1.03 with:

All warning signs must have a fluorescent yellow-green background with a black legend and border.

For pedestrian actuated pushbuttons, submit details of the Accessible Pedestrian Signal before installation.

Add to section 82-9.03A:

For all existing posts, remove the foundation, concrete footing or granular backfill. Backfill and compact the resulting hole with material equivalent to the surrounding material

Replace section 82-9.04 with:

Payment for Install of W3-3 Signs includes the cost to furnish new sign panels, required hardware, and installing new sign panels on new galvanized 11 gauge posts.

Payment for removing roadside sign (wood post) includes removing the post and disassembling the sign and delivering the salvaged sign to County Facility.

Payment for Install of modified R Sign sign includes the cost to furnish new sign panel, required hardware, and installing new sign panels on two new galvanized 11 gauge posts.

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84 MARKINGS

Replace *Not Used* in section 84-1.03 with:

Maintain existing crosswalk markings and traffic striping for the duration of construction until the new crosswalks and traffic striping are ready to be striped.

Stripe new crosswalk markings within the same work shift of removing existing crosswalk markings.

Add to the end of section 84-2.01A:

All edge line and centerline striping must be 4-inch wide thermoplastic. Channelizing striping must be 8-in wide thermoplastic.

Add to the end of section 84-9.04:

Removal of existing pavement markers is included with the bid item price for removal of traffic stripe.

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DIVISION X ELECTRICAL WORK

87 ELECTRICAL SYSTEMS

Replace the 1st sentence in the 9th paragraph of section 87-1.03A with:

The flashing red of traffic signal systems is allowed only between the hours of 9 PM and 5 AM.

Replace the 21st paragraph of section 87-1.03A with:

The Department places identification characters on the electrical equipment.

Add between the 6th and 7th paragraph of section 87-1.03B(3)(a):

You may use the trench-in-pavement method to install conduit under existing pavement:

1. For permanent conduit

Install conduit to a depth of 14 inches for the trench-in-pavement method. Do not use the trench-in-pavement method for conduit installation under freeway lanes, freeway connectors or freeway ramps.

Conduit shown under a sidewalk may be installed in the street within 3 feet of and parallel to the face of the curb. Install pull boxes behind the curb.

Replace the 3rd paragraph of section 87-1.03C(2)(a) with:

Install a pull box on a bed of crushed rock.

Add to section 87-21.03C Modifying Existing Electrical System:

Before relocating street light pole, you must restore the street light pole. Light pole must be taken off site, paint removed at a commercial facility have two coats of primer and two coats of paint matching existing surrounding light poles.

Add to section 87-21.04 Payment:

Payment for all Electrical Signals including pedestrian push buttons in the payment for the bid item that necessitates Modifying Signals and Lightning Systems.

Trench excavation per plan detail across Saratoga Way for Traffic signal conduit modification is included with the bid item price for Modify Signal Systems.

Payment for relocating Street Light Pole included in the bid item for Modifying Lighting Systems.

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

CIP No. 36105076 , CONTRACT No. 7447

EL DORADO HILLS BLVD AND SARATOGA WAY TURN LANES

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this ____st day of _____, in the year of 2024, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the, Department of Transportation thereof, the party of the first part hereinafter called "County," and [CONTRACTOR], party of the second part hereinafter called "Contractor."

RECITALS:

WHEREAS, County has caused the above-captioned Project to be let to formal bidding process; and

WHEREAS, Contractor has duly submitted a bid response for the captioned Project upon which County has awarded this Contract;

NOW, THEREFORE, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

Article 1. THE WORK

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

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

EL DORADO HILLS BLVD AND SARATOGA WAY TURN LANES

The Project is located along El Dorado Hills Blvd and Saratoga Wy, in El Dorado Hills in the County of El Dorado. The Work to be done is shown on the Plans, described in the Special Provisions and generally consists of, but is not limited to:

Removing and paving existing roadway median and shoulder, ADA ramp update, concrete curb and gutter, traffic signal modifications, storm drain systems, adjusting grates to grade, clearing and grubbing, various striping and signing improvements, earthwork cutting and grading.

Article 2. CONTRACT DOCUMENTS

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Iran Contracting Act Certification, the Contract which includes this Agreement with all Exhibits thereto, including the, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans 2018, and Standard Specifications 2018, Revised Standard Specifications, and standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the

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Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other Contract Document, this Agreement shall take precedence.

Article 3. COVENANTS AND CONTRACT PRICE

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A.

Article 4. COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall commence on the date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 8 of the Special Provisions.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **(Insert Liquidated Damages based on the Table in Section 8-1.10A of the Standard Specifications)**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the Contract time prescribed herein.

Article 6. VENUE

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

Article 7. PERFORMANCE BOND

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performance of all covenants and stipulations under this Agreement. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

Article 8. PAYMENT BOND

As a part of the execution of this Agreement, Contractor shall furnish a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be one hundred percent (100%) of the total Contract Price and shall be executed upon the form provided by County.

Article 9. NOTIFICATION OF SURETY COMPANY

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The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

Article 10. ASSIGNMENT OF ANTITRUST ACTIONS

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works Contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

Article 11. TERMINATION BY COUNTY FOR CONVENIENCE

County reserves the right to terminate this Agreement at any time, in whole or in part, for convenience upon thirty (30) calendar days written Notice of Termination. County shall issue Contractor a written notice specifying that this Agreement is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under this Agreement except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the Project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) cleanup of the site.

If this Agreement is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for satisfactory work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the Project for termination.

Article 12. TERMINATION BY COUNTY FOR CAUSE

County may, without prejudice to any other right or remedy and after giving Contractor a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor if any of the following events occur:

1. Contractor is adjudged as bankrupt or insolvent.
2. Contractor makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property.
3. Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
4. Contractor on more than one occasion fails to supply sufficient skilled workmen or suitable material or equipment.

5. Contractor on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment.
6. Contractor disregards the authority of County's representative, or the Engineer, if one is appointed.
7. Contractor violates Article 36.
8. Contractor otherwise violates any material provision of the Contract Documents.

County shall state in that written notice the reason(s) for the default. After that ten (10) day period has elapsed, County may terminate the services of Contractor immediately and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, County may serve Contractor with an Inspector's written notice demanding satisfactory compliance with this Agreement if Contractor does any of the following:

1. Fails to begin delivery of materials and equipment, to commence Work within the time specified, or to maintain the rate of delivery of material.
2. Fails to execute the Work in the manner and at such locations as specified.
3. Fails to maintain a work program which will ensure County's interest.
4. Contractor is not carrying out the intent of this Agreement.

If Contractor does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under this Agreement are insufficient for completion, Contractor shall pay to County within five (5) days after the completion, all costs in excess of the Contract Price. In any event, the cost of completing the Work shall be charged against Contractor and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. This Agreement shall be equitably adjusted to compensate for such termination.

Article 13. SUCCESSORS AND ASSIGNS

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

Article 14. REPORTING ACCIDENTS

Contractor shall prepare and submit (within 24 hours of such incidents) reports of accidents at the site and anywhere else the Work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

Article 15. EMISSIONS REDUCTION

"Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS

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I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations and require my sub-contractors to comply with such regulations before commencing the performance of the Work, maintain compliance throughout the duration of this Contract, and provide County a Certificate of Reported Compliance for each company utilized on the Project.

Signed: _____ Date _____

Article 16. WORKERS' COMPENSATION CERTIFICATION

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of Work of this Contract.

Signed: _____ Date _____

Article 17. WARRANTY

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

Article 18. RETAINAGE

The retainage from payment is set forth in Section 9-1.16F(1) of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

Article 19. "RESERVED"

Article 20. PREVAILING WAGE REQUIREMENTS

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

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

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

Article 21. NONDISCRIMINATION

- A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Sub Chapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, section 11102 incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.
- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.

Article 22. CONTRACTOR ASSURANCES

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches Contract terms and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be affected and the basis for settlement afforded by those provisions.
- c. Will comply with County, State of California and FHWA requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.

Article 23. FORCE MAJEURE

Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

- 1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
- 2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

Article 24. INDEPENDENT CONTRACTOR

It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Contractor, and Contractor may perform similar work or services for others. However, Contractor shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Contractor's responsibilities or hinder Contractor's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

The parties intend that an independent contractor relationship will be created by this contract. Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, agents, affiliates, and subcontractors, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Contractor. Those persons will be entirely and exclusively under the direction, supervision, and control of Contractor.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Contractor performs the work or services for accomplishing the results. Contractor understands and agrees that Contractor lacks the authority to bind County or incur any obligations on behalf of County.

Contractor, including any subcontractor or employees of Contractor, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Contractor shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Contractor. Contractor shall not be subject to the work schedules or vacation periods that apply to County employees.

Contractor shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Contractor provides for its employees.

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf. [If there is a reason why Contractor should have this authority, the contract should describe the scope of that authority.]

Article 25. CONFLICT OF INTEREST

The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Contractor and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Contractor covenants that during the term of this Agreement neither it, or any officer or employee of the Contractor, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Contractor becomes aware of a conflict of interest related to this Agreement, Contractor shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in Article 12.

Article 26. BUSINESS LICENSE

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

Article 27. TAXES

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

Article 28. CONTRACT ADMINISTRATOR

The County Officer or employee with responsibility for administering this Agreement is John Kahling, Deputy Director Engineering,/Headington Unit, Community Development Agency, Transportation Division, or successor.

Article 29. AUTHORIZED SIGNATURES

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

Article 30. PARTIAL INVALIDITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

Article 31. NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

Article 32. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

Article 33. ENTIRE AGREEMENT

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the said Community Development Agency, Transportation Division of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

COUNTY OF EL DORADO

Dated: _____

Chair, Board of Supervisors

Board Date: _____

Attest:
Kim Dawson,
Clerk of the Board of Supervisors

Dated: _____

Board Date: _____

Deputy Clerk

CONTRACTOR

Dated: _____
License No. _____ Federal Employee Identification Number _____

By: _____
President

By: _____
Corporate Secretary

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the County prior to signing this document.

Mailing Address: _____

Business Address: _____

Email Address: _____

Phone: _____ Fax: _____

EXHIBIT A
CONTRACTOR'S BID AND BID PRICE SCHEDULE
PROJECT NAME
CONTRACT NO. 7447 / CIP NO. 36105076

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	80050	Progress Schedule (Critical Path Method)	LS	1		
2	120090	Construction Area Signs	LS	1		
3	120100	Traffic Control System	LS	1		
4	128652	Portable Changeable Message Sign	LS	1		
5	130100	Job Site Management	LS	1		
6	130200	Prepare Water Pollution Control Program (WPC)	LS	1		
7	170103	Clearing and Grubbing	LS	1		
8	190101	Roadway Excavation	CY	3		
9	260203	Class 2 Aggregate Base	CY	20		
10	390132	Hot Mix Asphalt (Type A)	TON	6		
11	707117	Inlet - Caltrans Type GO	EA	1		
12	710150	Remove Inlet	EA	1		
13	846012	Thermoplastic Crosswalk & Pavement Markings	SF	974		
14	872133A	Modify Signal Systems	LS	1		
15	149003A	Prepare Asbestos Dust Mitigation Plan	LS	1		
16	170103A	Remove Tree	EA	9		
17	206405	Cut and cap Irrigation	LS	1		
18	641101A	12" Plastic Pipe	LF	16		
19	707217	36" Precast Concrete Pipe Manhole	EA	1		
20	731510A	Minor Concrete (Curb, Gutter, Sidewalk, and Curve Ramp)	CY	38		
21	731504	Minor Concrete (Curb and Gutter)	CY	25		

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
22	730020	Minor Concrete (Curb)	CY	16		
23	731530A	Minor Concrete (Textured Paving)	CY	34		
24	731850	Remove Concrete Curb and Gutter and Sidewalk	LF	38		
25	731840	Remove Concrete (Curb and Gutter)	LF	374		
26	731720	Remove Concrete (Curb)	LF	664		
27	810230A	Pavement Marker (Type D, Retroreflective)	EA	59		
28	810230B	Pavement Marker (Type G, Retroreflective)	EA	64		
29	846001A	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)(Yellow)	LF	2,041		
30	846001B	6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)(White)	LF	1,412		
31	846020A	Remove Traffic Stripe	LF	831		
32	820230A	Remove Roadside Sign (Wood Post)	EA	1		
33	820840A	Install Roadside Sign - One Post	EA	2		
35	820850A	Install Modified R1 Roadside Sign - Two Post	EA	1		
36	872131A	Relocate Type 15 Street Pole	LS	1		
37	475010	Retaining Wall (Masonry Wall)	SF	101		
38	999990	Mobilization	LS	1		
Total Bid:						

(F) Final Pay Quantity
(P) Eligible for Partial Payment

EXHIBIT B

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.
2. Contractor and all Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.
3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform Work under this Agreement.
4. Contractor will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.
5. Remedies for Willful Violation:
 - (a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.
 - (b) For willful violation of this Fair Employment provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.

COUNTY OF EL DORADO

PAYMENT BOND

(Section 9550, Civil Code)

Bond No. _____

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor

_____ hereafter referred to as "Principal", a Contract for the Work described as follows:

EL DORADO HILLS BLVD AND SARATOGA WY INTERSECTION IMPROVEMENTS

CONTRACT No. 7447 / CIP No. 36105076

WHEREAS, the State of California, acting through its Department of Transportation is hereafter referred to as "Additional Obligee", both Obligee and Additional Obligee collectively referred to as "Obligees";

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its Subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such Work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____

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

_____ PRINCIPAL

_____ SURETY

_____ ATTORNEY-IN-FACT

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

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

**COUNTY OF EL DORADO
PERFORMANCE BOND**

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

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

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

in the sum of _____ DOLLARS,

(\$ _____) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: _____

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligees, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the Work of **Contract No. 7447 / CIP No. 36105076 for the Project El Dorado Hills Blvd and Saratoga Wy Intersection Improvements** in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract Work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work.

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

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

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

Dated: _____, 20_____.

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

PRINCIPAL

SURETY

ATTORNEY-IN-FACT

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

NOTARY ACKNOWLEDGMENTS ATTACHED

PRINCIPAL

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

On _____ before me, _____,

(here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

personally appeared _____

_____ ,

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)

PROPOSAL

(to be submitted with Bidder's Security)

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

for the construction of the

**EL DORADO HILLS BLVD AND SARATOGA WAY TURN LANES
CONTRACT NO. 7447 / CIP NO. 36105076**

THIS IS A SAMPLE OF WHICH DETAILS ALL THE NECESSARY INFORMATION NEEDED FOR A COMPLETE PROPOSAL. PLEASE LOG ONTO QUEST AND COMPLETE ALL ELECTRONIC FORMS UNDER QUEST PROJECT #8395507. PLEASE NOTE THAT SOME FORMS WILL NEED TO BE DOWNLOADED AND RE-UPLOADED WITH ALL THE NECESSARY INFORMATION FILLED OUT. IF YOU ARE NOT UTILIZING SURETY2000, THEN A PDF OF YOUR BIDDERS BOND WILL NEED TO BE UPLOADED AT THE TIME OF BID AND A HARD COPY WILL NEED TO BE RECEIVED BY COUNTY BY END OF BUSINESS DAY ON THE FIRST BUSINESS DAY AFTER THE BID OPENING.

COMPLETING DOWNLOADED BID FORMS IN PENCIL, ERASURES, OVERWRITES, AND USE OF CORRECTION FLUID OR TAPE (WHITE OUT) ARE NOT ACCEPTABLE. BID PROPOSALS WITH PENCIL, ERASURES, OVERWRITES, OR USE OF CORRECTION FLUID OR TAPE (WHITE OUT) MAY BE REJECTED. ALL CHANGES MUST BE LINED OUT AND CORRECTIONS INSERTED ADJACENT TO AND INITIALED BY THE BIDDER'S AUTHORIZED REPRESENTATIVE.

NAME OF BIDDER _____

MAILING ADDRESS _____

CITY, STATE, ZIP _____

PHYSICAL ADDRESS _____

(Please include even if Mailing Address used)

CITY, STATE, ZIP _____

TELEPHONE NO: AREA CODE () _____

FAX NO: AREA CODE () _____

EMAIL ADDRESS _____

The Work for which this Proposal is submitted is for the construction in accordance with these Contract Documents (including the payment of not less than the State general prevailing wage rates set forth herein), the Project Plans described below, including any addenda thereto, the Contract annexed hereto, and also in accordance with the California Department of Transportation Standard Plans 2022, the Standard Specifications 2022, Revised Standard Specifications, standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolutions 199-91 and 58-94 to adopt changes to the Design and Improvement Standards Manual; the Labor Surcharge and Equipment Rental Rates in effect on the date the Work is accomplished, and in accordance with the General Prevailing Wage rates. The Project Plans and Contract Documents for the Work to be done are entitled:

**EL DORADO HILLS BLVD AND SARATOGA WAY TURN LANES
CONTRACT NO. PW 7447 / CIP NO. 36105076**

Bids are to be submitted for the entire Work. The amount of the bid for comparison purposes will be the total of all the items.

The Bidder shall set forth for each unit basis item of work, a unit price in the respective spaces in Quest provided for this purpose. In the case of unit basis items, the amount set forth under the "Unit Price" column shall be the product of the unit price bid and the estimated quantity for the item.

If this Proposal is accepted and the undersigned Bidder shall fail to enter into the Contract and furnish the two bonds in the sums required by Civil Code Section 9550 and Public Contract Code Section 20129(b), with surety satisfaction to the County of El Dorado and [submit escrow bid documents](#) in accordance with the Special Provisions within ten (10) days, not including Saturdays, Sundays, and legal holidays, of the date of the letter notice from the County of El Dorado that the Contract has been awarded, the County of El Dorado may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this Proposal shall operate and the same shall be the property of the County of El Dorado.

The undersigned, as Bidder, declares under penalty of perjury under the laws of the State of California that the only persons or parties interested in this Proposal, as principals, are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the location of the proposed work, the annexed proposed form of Contract, and the Plans therein referred to; and that it proposes, and agrees if this Proposal is accepted, that it will contract with the County of El Dorado, in the form of the copy of the Draft Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that it will take in full payment therefore the following item prices, to wit:

**PROPOSAL PAY ITEMS AND BID PRICE SCHEDULE
EL DORADO HILLS BLVD AND SARATOGA WAY TURN LANES
CONTRACT NO. 7447 / CIP NO. 36105076**

ITEM NO.	ITEM CODE	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE (IN FIGURES)
1	80050	Progress Schedule (Critical Path Method)	LS	1	
2	120090	Construction Area Signs	LS	1	
3	120100	Traffic Control System	LS	1	
4	128652	Portable Changeable Message Sign	LS	1	
5	130100	Job Site Management	LS	1	
6	130200	Prepare Water Pollution Control Program (WPC)	LS	1	
7	170103	Clearing and Grubbing	LS	1	
8	190101	Roadway Excavation	CY	35	
9	260203	Class 2 Aggregate Base	CY	20	
10	390132	Hot Mix Asphalt (Type A)	TON	6	
11	707117	Inlet - Caltrans Type GO	EA	1	
12	710150	Remove Inlet	EA	1	
13	846012	Thermoplastic Crosswalk & Pavement Markings	SF	974	
14	872133A	Modify Signal Systems	LS	1	
15	149003A	Prepare Asbestos Dust Mitigation Plan	LS	1	

16	170103A		Remove Tree	EA	9	
17	206405		Cut and cap Irrigation	LS	1	
18	641101A		12" Plastic Pipe	LF	16	
19	707217		36" Precast Concrete Pipe Manhole	EA	1	
20	731510A		Minor Concrete (Curb, Gutter, Sidewalk, and Curve Ramp)	CY	38	
21	731504		Minor Concrete (Curb and Gutter)	CY	25	
22	730020		Minor Concrete (Curb)	CY	16	
23	731530A		Minor Concrete (Textured Paving)	CY	34	
24	731850		Remove Concrete Curb and Gutter and Sidewalk	LF	38	
25	731840		Remove Concrete (Curb and Gutter)	LF	374	
26	731720		Remove Concrete (Curb)	LF	664	
27	810230A		Pavement Marker (Type D, Retroreflective)	EA	59	
28	810230B		Pavement Marker (Type G, Retroreflective)	EA	64	
29	846001A		6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)(Yellow)	LF	2,041	
30	846001B		6" Thermoplastic Traffic Stripe (Enhanced Wet Night Visibility)(White)	LF	1,412	
31	846020A		Remove Traffic Stripe	LF	831	
32	820230A		Remove Roadside Sign (Wood Post)	EA	1	
33	820840A		Install Roadside Sign - One Post	EA	2	

34	820850A		Install Modified R1 Roadside Sign - Two Post	EA	1		
35	872131A		Relocate Type 15 Street Pole	LS	1		
36	475010		Retaining Wall (Masonry Wall)	SF	101		
37	999990		Mobilization	LS	1		
						Total Bid:	

- (F) Final Pay Quantity
- (P) Eligible for Partial Payment
- (LS) Lump Sum

(NOTICE: Bidders failure to execute the questionnaires and statements contained in this proposal as required by applicable laws and regulations, or the determinations by County of El Dorado based upon those questionnaires and statements, may prohibit award of the subject Contract to the bidder.)

SUBCONTRACTOR LIST

The Bidder must list the name, address, license number, and DIR number of each subcontractor to whom the Bidder proposes to subcontract portions of the Work as required by the Contract Documents and the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the Public Contract Code. The Bidder must also list the Work portion to be performed by each subcontractor by listing the bid item number, bid item description, and portion of the Work to be performed by the subcontractor in the form of a percentage calculated by dividing the Work to be performed by the subcontractor by the respective bid item amount(s) (not by the total bid price).

Firm Name Address City, State, Zip Code	Phone Fax	License No. DIR No.	Bid Item Number Bid Item Description		Percentage of Each Bid Item Subcontracted
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>	<i>Fax</i>	<i>DIR No.</i>			
<i>City, State, Zip Code</i>					
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>	<i>Fax</i>	<i>DIR No.</i>			
<i>City, State, Zip Code</i>					
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>	<i>Fax</i>	<i>DIR No.</i>			
<i>City, State, Zip Code</i>					
<i>Name</i>	<i>Phone</i>	<i>License No.</i>	<i>No.</i>	<i>Description</i>	
<i>Address</i>	<i>Fax</i>	<i>DIR No.</i>			
<i>City, State, Zip Code</i>					

ATTACHMENT I – PUBLIC RECORDS ACT EXEMPTIONS
(ONLY COMPLETE IF YOU ARE REQUESTING EXEMPTION(S))

BIDDER NAME _____

ADDRESS _____

TEPEPHONE NO. _____

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for three (3) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any agency department head or chair, and any County employee who files a Form 700. It is the Contractor's/Consultant's responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the 12 months preceding the date of the submission of your proposals or the anticipated date of any Board action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the three months following any Board action related to this contract?

_____ YES _____ NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Board Member(s) from participating in any actions related to this contract.

Date

Signature of authorized individual

Type or write name of company

Type or write name of authorized individual

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The Bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code Section 10232 Statement

In conformance with Public Contract Code Section 10232, the Bidder, hereby states under penalty of perjury under the laws of the State of California, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Bidder within the immediately preceding two year period because of the Bidder's failure to comply with an order of a Federal Court which orders the Bidder to comply with an order of the National Labor Relations Board.


Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

CERTIFICATION

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

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) ()
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

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

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____
(^(DATE) NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and El Dorado County DOT without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and El Dorado County DOT.

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at: (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Bidder _____ Federal ID Number (or n/a) _____

By (Authorized Signature) _____ Date _____

Print Name & Title of Person Signing _____

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder _____ Federal ID Number (or n/a) _____

By (Authorized Signature) _____ Date _____

Print Name & Title of Person Signing _____

OPT OUT OF PAYMENT ADJUSTMENTS FOR PRICE INDEX FLUCTUATIONS

You may opt out of the payment adjustments for price index fluctuations as specified in "Payment Adjustments for Price Index Fluctuations" of the Standard Specifications. If you elect to opt out of the provisions of this specification, complete this form and submit it with your bid.

Contract No. 7447

Bidder Name: _____

I opt out of the payment adjustments for price index fluctuations.

Date: _____

Signature: _____

Accompanying this proposal is _____ (NOTICE: INSERT THE WORDS "CASH(\$___),"CASHIER'S CHECK," "CERTIFIED CHECK," OR "BIDDERS BOND," AS THE CASE MAY BE)

in amount equal to at least ten percent of the amount of the total bid.

The names of all persons interested in the forgoing Proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation and place of incorporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Licensed in accordance with an act providing for the registration of Contractors,

License No. _____ Classification(s) _____

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number (s) _____

(Fill in addenda numbers if addenda have been received and insert, in this Proposal, any Proposal Pay Items and Bid Price Schedules that were received as part of the addenda)

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232, and 10285.1 are true and correct and that the Bidder has complied with the requirements of Sections 4104 of the Subletting and Subcontracting Fair Practices Act and of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations). By my signature on this Proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; Iran Contracting Act Certification, and the Debarment Suspension, Ineligibility and Voluntary Exclusion Certification, and the Opt Out of Payment Adjustments for Price Index Fluctuations, if elected, [the Electronic Files Usage Acknowledgement form, if elected, Certification Of Bidder's Pre-Fabricated Bridge Manufacturer's Qualifications, and Cleaning and Painting Certification of Bidder or Bidder's Subcontractor](#) are true and correct.

The person or persons executing this Proposal on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of El Dorado.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms; otherwise, the bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are part of this Proposal.

Executed this _____ day of _____, 20__

at _____ County, State of _____



Name and Title of Bidder _____

Name of Firm _____

YEAR

Withholding Exemption Certificate

2024

(This form can be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)

File this form with your withholding agent. (Please type or print)	Withholding agent's name		
Vendor/Payee's name	Vendor/payee's <input type="checkbox"/> SOS no. <input type="checkbox"/> California corp. no.	<input type="checkbox"/> Social Security number	<input type="checkbox"/> FEIN
Vendor/Payee's Address (Number and Street)	APT no.	Private Mailbox no.	Vendor/Payee's daytime telephone no. ()
City	State	ZIP Code	

Note:
Failure to furnish your identification number will make this certificate void.

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

Individuals – Certification of Residency

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.

Partnerships:

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

Limited Liability Companies (LLC):

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

Tax-Exempt Entities:

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

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

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

California Irrevocable Trusts:

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

Estates – Certification of Residency of Deceased Person:

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

CERTIFICATE: Please complete and sign below.

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

Vendor/Payee's name and title (type or print) _____

Vendor/Payee's signature ► _____

Date _____

Instructions for Form 590

Withholding Exemption Certificate

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

General Information

A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

B Law

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

Withholding is required on:

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

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

Note: In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It cannot be completed by the performing entity's agent or other third party.

Note: The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or more of the grantors is a nonresident, withhold

ng is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals— Certification of Residency."

D Who is a Resident

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

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

Note: Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

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

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

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

F Withholding Agent

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

Note: If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and

sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Withholding Services and Compliance Section. See General Information G.

The vendor/payee must notify the withholding agent if:

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

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement.

G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at:

www.ftb.ca.gov

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

WITHHOLDING SERVICES AND
COMPLIANCE SECTION FRANCHISE
TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651
Telephone: (888) 792-4900
(916) 845-4900 (not toll-free)
FAX: (916) 845-9512

Assistance for persons with disabilities:

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

Asistencia bilingüe en español

Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.



County of El Dorado

OFFICE OF AUDITOR- CONTROLLER

360 FAIR LANE
 PLACERVILLE, CALIFORNIA 95667
 Phone: (530) 621-5487 FAX: (530) 295-2535

JOE HARN, CPA
 Auditor- Controller

BOB TOSCANO
 Assistant Auditor-Controller

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when receiving payment from the County of El Dorado) Version: April 2014

PAYEE DATA RECORD	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD).																																						
	Name (as shown on your income tax return)																																						
	Business name/Doing business as/Disregarded entity name, if different from above																																						
	Physical address (number, street, and apt. or suite)		Remittance address (if different than physical)																																				
	City, state, zip code		City, state, zip code																																				
NAME AND ADDRESS	Phone number	Fax number (optional)	Email (optional)																																				
	Check appropriate federal tax classification																																						
	<input type="radio"/> Individual / sole proprietor <input type="radio"/> Partnership <input type="radio"/> Trust / estate <input type="radio"/> Other (see instructions) ▶ _____ <input type="radio"/> C Corporation <input type="radio"/> S Corporation If you are a corporation, do you provide legal or medical services? <input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)																																						
	NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE. Exempt payee code (if any) – see instructions _____ Exemption from FATCA reporting code (if any) – see instructions _____																																						
FEDERAL TAX CLASSIFICATION N & EXEMPTIONS	Tax Identification number (TIN)																																						
	Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.																																						
TAX IDENTIFICATION NUMBER	<table border="1" style="width:100%; text-align:center;"> <tr> <td colspan="9">Social Security Number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td colspan="9">Employer Identification Number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>			Social Security Number																		Employer Identification Number																	
	Social Security Number																																						
Employer Identification Number																																							
RESIDENCY STATUS	Check appropriate box for residency status																																						
	<input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590) <input type="radio"/> California nonresident (see instructions)																																						
	NOTE: Payments to California nonresidents for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.																																						
	<input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable) <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)																																						
CERTIFICATION	California sales tax permit number (required only for California nonresident vendors that charge California sales tax)																																						
	Under penalties of perjury, I certify that: 1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and 2) I am not subject to backup withholding and 3) I am a U.S. citizen or other U.S. person and 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct																																						
	Authorized Payee Representative's Name (Type or Print)		Title																																				
	Signature	Date	Telephone																																				
	Should my residency status or any other information provided above change, I will promptly notify County of El Dorado at the address listed above.																																						
RETURN FORM TO	Please return completed form to:																																						
	Department/office:	Department of Transportation																																					
	Mailing address:	2850 Fairlane Court, Placerville, California 95667																																					
	Phone:	530.621.5311	Fax:	530.698.5813																																			
		Email:	Brian.franklin@edcgov.us																																				

El Dorado Hills Blvd and Saratoga Wy Intersection Improvements
 Contract No. 7447, CIP No. 36105076
 April 30, 2024

County of El Dorado
 Proposal
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PAYEE DATA RECORD	A completed Payee Data Record is required for payments to all entities and will be kept on file at the County of El Dorado Auditor-Controller's Office. Payees who do not wish to complete the Payee Data Record may elect to not do business with the County of El Dorado. If the payee does not complete the form and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding, California backup withholding and California nonresident withholding.
FEDERAL TAX CLASSIFICATION	<p>Check the applicable federal tax classification. Note that if an LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.</p> <p>Individual: Enter the name shown on your income tax return. If the account is in joint names, list first, and then circle, the name of the person or entity whose SSN you entered on the form.</p> <p>Sole proprietor: Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p>Partnership, C Corporation, or S Corporation: Enter the entity's name on the "Name" line and any business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p>Disregarded entity: Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, partnership, C corporation, S corporation, trust/estate).</p> <p>Limited liability company (LLC): If the person identified on the "Name" line is an LLC, check the "Limited Liability Company" box only and enter the appropriate code for the U.S. federal tax classification.</p> <p>Other entities: Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade or DBA name on the "Business name/Doing business as/Disregarded entity name" line.</p>
EXEMPTIONS	<p>Exemptions: If you are exempt from backup withholding and/or FATCA reporting, enter in the exemptions box any code(s) that may apply to you. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. The following codes identify payees that are exempt from backup withholding: 1 – an organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2); 2 – The United States or any of its agencies or instrumentalities; 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities; 5 – A corporation; 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States; 7 – A futures commission merchant registered with the Commodity Futures Trading Commission; 8 – A real estate investment fund; 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940; 10 – A common trust fund operated by a bank under section 584(a); 11 – A financial institution; 12 – A middleman known in the investment community as a nominee or custodian; 13 – A trust exempt from tax under section 664 or described in section 4947.</p> <p>Exemption from FATCA reporting: The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); B—The United States or any of its agencies or instrumentalities; C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.</p>
TAX IDENTIFICATION NUMBER	<p>Enter your tax identification number (TIN) in the appropriate box. If you are a single member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. The TIN for individuals and sole proprietors is the Social Security Number (SSN). Sole proprietors may provide their EIN in addition to but not instead of a SSN.</p> <p>The County of El Dorado requires that all parties entering into business transactions that may lead to payment(s) from the County provide their Taxpayer Identification Number (TIN). The TIN is also required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p>
RESIDENCY STATUS	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving certain rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year or if payment is for product. Nonresidents who have been granted a waiver on payments of California source income from the California Franchise Tax Board must submit a copy of the waiver. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="text-align: center;">Withholding Services and Compliance Section: 1-888-792-4900 Email Address: wscs.gen@ftb.ca.gov For hearing impaired with TTD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p> <p>California nonresidents charging California sales tax are required to provide their California sales tax number.</p>
CERTIFICATION	Provide the name, title, signature, and telephone number of the authorized individual completing this form. Provide the date the form was completed. NOTE: You must cross out item 2 in the certification block if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

COUNTY OF EL DORADO

BIDDER'S BOND

this form MUST be used

KNOW ALL PEOPLE BY THESE PRESENTS, THAT WE _____
_____ as PRINCIPAL, and

as Surety are held and firmly bound unto the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "Obligee"), in the penal sum of **TEN (10) PERCENT OF THE AMOUNT OF THE TOTAL BID PRICE** of the Principal above named, submitted by said Principal to the Obligee for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the Obligee, we the Principal and Surety bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

TEN PERCENT (10%) OF THE AMOUNT OF THE TOTAL BID PRICE

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal has submitted the above-mentioned Bid to the Obligee, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Placerville, El Dorado County, California, for the construction of the

PROJECT NAME
CONTRACT No. 7447 / CIP No. 36105076

NOW, THEREFORE, if the aforesaid Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to it for signature, enters into a written contract, in the prescribed form, in accordance with the Bid, and files two bonds with the Obligee, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force and virtue.

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

IN WITNESS WHEREOF, we have set our hands and seals on this _____ day of _____ 20__

Bond No. _____

(seal) _____
Principal

(seal) _____
Surety

Address: _____

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

SURETY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

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

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature _____

(Seal)