

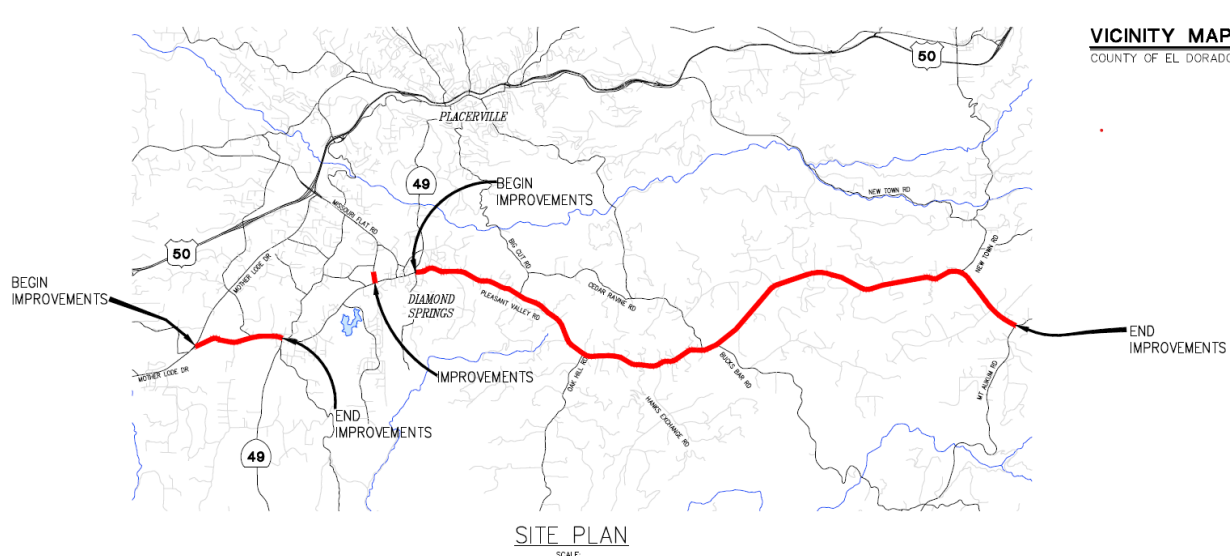
# COUNTY OF EL DORADO, CALIFORNIA DEPARTMENT OF TRANSPORTATION

## CONTRACT DOCUMENTS

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

### Pleasant Valley Road Safety Improvements

CONTRACT NO. 8596 / CIP NO. 36105072 / HSIPSL-5925(189)



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

**BID OPENING DATE: MARCH 4, 2025**

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

**CONTRACT DOCUMENTS**

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

**Pleasant Valley Road Safety Improvements**

**Date: February 4, 2025**

CONTRACT NO. 8596 / CIP NO. 36105072 / HSIPSL-5925(189)

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*

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Chandra Ghimire, RCE No. C74978  
Date 5/28/2024

# Department of Transportation

## Pleasant Valley Road Safety Improvements

Contract No. 8596 / CIP No. 36105072

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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:

**PLEASANT VALLEY ROAD SAFETY IMPROVEMENTS PROJECT  
CIP NO. 36105072, CONTRACT No. 8596**

will be received by the County of El Dorado, Department of Transportation (Department of Transportation), through Quest Construction Data Network (Quest) until **March 4, 2025 at 2:00 P.M.**, at which time bids will be publicly opened and read by the Department of Transportation. The bid opening will take place virtually through Microsoft Teams. The virtual bid meeting can be accessed via the following: <https://tinyurl.com/PVSafetyImprovements> / Meeting ID 255 160 678 810, Passcode: fk67zk2W / Call-in (audio only) 530-447-0967, Phone Conference ID 687 453 614#.

No Bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding sixty (60)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 #9427328:**

**LOCATION/DESCRIPTION OF THE WORK:** The Project is located along Pleasant Valley Rd from Mother Lode Dr to Mt. Aukum Rd in the County of El Dorado, CA. The Work to be done is shown on the Plans, and generally consists of, but is not limited to:

- A. Adding High Friction Surface Treatment (HFST) at various high collision areas on Pleasant Valley Rd, restriping Pleasant Valley Rd with thermoplastic traffic stripe (enhanced wet night visibility), clearing and grubbing along various locations to meet required sight distances 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 \$2,200,000.
- E. A pre-bid meeting is scheduled for this Project on **February 19, 2025, 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. Attendance at the pre-bid meeting 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 #9427328 on the websites' Project Search page. Please contact QuestCDN.com at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership, registration, downloading, and working with this digital project information.

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

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

**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.

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

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

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

An inadvertent error in listing the California Contractor license number on the Subcontractor List will not be grounds for filing a bid protest or grounds for considering the bid non-responsive if the Bidder submits the corrected contractor's license number to Jen Rimoldi 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. Bidder will take all necessary affirmative steps to assure that minority firms, women's business enterprises and labor surplus area firms are used when possible.

**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**

Pleasant Valley Road Safety Improvements  
**Contract No. 8596, CIP No. 36105072**  
February 4, 2025

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



**(GOVERNMENT CODE SECTION 12990)**

Comply with the additional nondiscrimination and fair employment practices provisions in the *Draft Agreement* contained in these Contract Documents that will apply to this Federal-aid Contract.

The Department of Transportation hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for the award.

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

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

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 Jen Rimoldi, 2441 Headington Road, Placerville, CA 95667, and state in detail the basis and reasons for the protest. The Bidder must provide facts to support

the protest, including any evidence it wishes to be considered, together with the law, rule, regulation, or criteria on which the protest is based.

3. If the Department of Transportation finds the protest to be valid, it may modify its award recommendations and notify all bidders of that decision. If the Department of Transportation does not agree with the protest, or otherwise fails to resolve the protest, it will notify the bid protestor and all interested parties of its decision and the date and time that the recommendation for award will be agenized for the Board of Supervisors' consideration and action. The Department of Transportation will also include in its report to the Board of Supervisors the details of the bid protest.
4. The Bidder may attend the Board of Supervisors meeting at which the recommendation and bid protest will be considered. The Board of Supervisors will take comment from the Bidder, staff, and members of the public who wish to speak on the item. In the event that the Bidder is not in attendance at that time, the bid protest may be dismissed by the Board of Supervisors without further consideration of the merits; and

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

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

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

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

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

**PROJECT ADMINISTRATION:** Submit all Requests for Information (RFI) during the bid period to the email shown on the Quest website under the Quest #9427328 "Project Q&A". If the response does not require an addendum, a response will be posted as a response to bidder's inquiry on the Quest website under "Project Q&A". It is the bidders' responsibility to check this website under "Project Q&A" for responses to bidders' inquiries during the bid period. Addenda will be uploaded in pdf format to Quest's website and Quest will issue an automatic email notification to all planholders that have acquired the Contract Documents digitally through Quest. The list of planholders will be available on Quest's website under "View Planholders".

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

Inquiries or questions based on alleged patent ambiguity of the plans, specifications, or estimate must be communicated as a bidder inquiry prior to bid opening. These inquiries or questions, submitted after bid opening will not be treated as a bid protest.

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

Authorized by the Board of Supervisors on February 4, 2025, at Placerville, California.

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

## ORGANIZATION

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

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

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

## STANDARD PLANS LIST

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

| ABBREVIATIONS, LINES, SYMBOLS AND LEGEND               |  |
|--|--|
| A3A  | Abbreviations (Sheet 1 of 3)                                     |
| A3B  | Abbreviations (Sheet 2 of 3)                                     |
| A3C  | Abbreviations (Sheet 3 of 3)                                     |
| A10A   | Legend – Lines and Symbols (Sheet 1 of 5)                        |
| A10B   | Legend – Lines and Symbols (Sheet 2 of 5)                        |
| A10C   | Legend – Lines and Symbols (Sheet 3 of 5)                        |
| A10D   | Legend – Lines and Symbols (Sheet 4 of 5)                        |
| A10E   | Legend – Lines and Symbols (Sheet 5 of 5)                        |
| PAVEMENT MARKERS, TRAFFIC LINES, AND PAVEMENT MARKINGS |  |
| A20A   | Pavement Markers and Traffic Lines – Typical Details             |
| A20B   | Pavement Markers and Traffic Lines – Typical Details             |
| A20C   | Pavement Markers and Traffic Lines – Typical Details             |
| A20D   | Pavement Markers and Traffic Lines – Typical Details             |
| A24A   | Pavement Markings - Arrows                                       |
| ROADSIDE SIGNS   |  |
| RS1  | Roadside Signs – Typical Installation Details No. 1              |
| RS2  | Roadside Signs – Metal Post – Typical Installation Details No. 2 |
| RS4  | Roadside Signs – Typical Installation Details No. 4              |

AA

# DIVISION I GENERAL PROVISIONS

## 1 GENERAL

**Add to section 1-1.01:**

### Nonstandard Bid Items and Applicable Sections

| Item Code | Item Description                 | Applicable Section |
|-----------|----------------------------------|--------------------|
| 128651A   | PORTABLE CHANGEABLE MESSAGE SIGN | 12                 |
| 149001A   | PREPARE FUGITIVE DUST CONTROL    | 14                 |

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Meeting:** includes a meeting in which some or all of the participants are not physically present but take part by electronic communications such as telephone, closed-circuit television, Internet text, audio, or other audiovisual means.

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

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

**Signature:** includes an electronic or digital signature

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

**Add to section 1-1.09:**

This Project is in a freeze-thaw area.

**Add to the table in section 1-1.11:**

| Reference or agency or department unit                                    | Web site   | Address                                      | Telephone no.  |
|---|--|--|----------------|
| County of El Dorado<br>Department of<br>Transportation                    | <a href="http://www.edcgov.us/Government/DOT/">http://www.edcgov.us/Government/DOT/</a>  | 2850 Fairlane Court<br>Placerville, CA 95667 | (530) 621-5900 |
| County of El Dorado<br>Department of<br>Transportation Office<br>Engineer | <a href="https://www.edcgov.us/government/dot/pages/BidsHome.aspx">https://www.edcgov.us/government/dot/<br/>pages/BidsHome.aspx</a> | 2441 Headington Rd<br>Placerville, CA 95667  | (530) 621-7592 |

**Replace section 1-1.12 with:**

Make checks payable to County of El Dorado. Use the bond forms provided in the book titled *Contract Documents including Notice to Bidders, Special Provisions, Proposal, and Agreement*.

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## **2 BIDDING**

**Replace section 2-1.06A with:**

The Contract Documents book and project plans may be viewed by subscribers at:

1. Sacramento Regional Builders Exchange at [www.srbx.org](http://www.srbx.org)
2. Placer County Contractors Association & Builders Exchange at [www.placerbx.com](http://www.placerbx.com)
3. Dodge Data and Analytics at [www.construction.com](http://www.construction.com)
4. Construction Bid Board at [www.ebidboard.com](http://www.ebidboard.com)

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5. ConstructConnect at [www.constructconnect.com](http://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 1<sup>st</sup> paragraph of section 2-1.06B:**

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

Department does not release CAD files during bidding.

**Replace the 3<sup>rd</sup> 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 2<sup>nd</sup> paragraph in section 2-1.10 with:**

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

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

**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:



| <b>Contract type</b>       | <b>Forms to be submitted at the time of bid</b>  | <b>Forms to be submitted and received no later than within 24 hours of being requested by the Department <sup>b</sup></b>   | <b>Forms to be submitted and received within 24 hours of being requested by Department<sup>b</sup></b>   | <b>Forms to be submitted and received no later than 4:00 p.m. 5 days after bid opening<sup>a</sup></b>  |
|----------------------------|--|---|--|---|
| All Contracts              | All Proposal forms including Business name and address; bid item number and bid item description of subcontracted work on the Subcontractor List | Subcontractor name, bid item number, bid item description shown on the Subcontractor List submitted with Proposal, and the percentage of each bid item <sup>b</sup> | Correction for incorrect Contractor License # on Subcontractor List submitted with Proposal <sup>b</sup> | --  |
| Federal-aid Contracts Only |  | --  |  | <ul style="list-style-type: none"> <li>• Local Agency Bidder - DBE – Commitment (Exhibit 15-G) <sup>c</sup></li> <li>• DBE Information - Good Faith Efforts (Exhibit 15-H) and Documentation</li> </ul> |

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

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

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

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

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

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

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

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

**2-1.44 BID PROTEST PROCEDURE**

The protest procedure is intended to handle and resolve disputes related to the bid award for this project pursuant to Title 2 Code of Federal Regulations Part 200.318(k) and County policies and procedures. A protestor must exhaust all administrative remedies with County before pursuing a protest with a Federal Agency. Reviews of protests by the Federal agency will be limited to:

1. Violations of Federal law or regulations and the standards of 2 CFR Part 200.318(k). Violations of State of California or local law will be under the jurisdiction of the State or County; and

2. Violation of County's protest procedures for failure to review a complaint or protest. Protests received by the Federal agency other than those specified above will be referred to County.

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

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

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

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

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

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

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

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

County Board of Supervisors may reject:

**Replace section 2-1.47 with:**

**2-1.47 BID RELIEF**

County Board of Supervisors may grant bid relief under Pub Cont Code § 5100 et seq. Submit any request for bid relief to Office Engineer, email-[Jen.Rimoldi@edcgov.us](mailto:Jen.Rimoldi@edcgov.us), Fax-(530) 698-5813. Requests for bid relief must be in writing within 2 business days of the bid opening and must demonstrate:

1. A mistake was made in your bid.
2. The mistake made the bid materially different than what you intended.
3. The mistake was made in filling out the bid and not due to an error in judgment or to carelessness in inspecting the site of work or in reading the plans or specifications.



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) CARB Certification

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

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

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

Replace section 3-1.19 with:

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

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

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**4 SCOPE OF WORK**

Delete section 4-1.07C.

Replace “RESERVED” in section 4-1.08 with:

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

**4-1.08A General**

1. If the performance of all or any portion of the work is suspended or delayed by the engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to the engineer in writing a request for

adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

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

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

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

**Replace "RESERVED" in section 4-1.09 with:**

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

##### **4-1.09A General**

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

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

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

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

- When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or
- When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work performed.

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## **5 CONTROL OF WORK**

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

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

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**Delete section 5-1.09.**

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

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

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

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

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

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

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

**5-1.13C RESERVED**

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

**5-1.13D RESERVED**

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

**5-1.13E Prompt Payment**

Section 5-1.13E applies to all contracts.

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

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

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

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

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

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

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

**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.

**Add section 5-1.20B(5):**

**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:

**El Dorado Union High School District**

4675 Missouri Flat Rd  
Placerville, CA 95667  
Superintendent: Ron Carruth  
(530) 622-5081 Ext. 7225

**Gold Oak Union School District**

3171 Pleasant Valley Rd  
Placerville, CA 95667  
Superintendent: Kathy Miracle  
(530) 626-3150

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.

The Department sets control points to a minimum of 0.07 foot local horizontal accuracy and 3rd order vertical accuracy standards.

For slope stakes and rough grade stakes, the Department sets 6 survey control points or 2 per mile, whichever is greater.

The Department sets slope stakes and rough grade stakes at:

1. Conform stations
2. Beginning and end of each alignment
3. Midpoint or every 200 feet, whichever results in a greater number of stakes, on a curve
4. Every 500 feet on tangents

The Department sets final grade stakes under Chapter 12, "Construction Surveys," section 12.5-6 of the Department's *Surveys Manual*.

At your request, the Department sets survey control points under section 12.1-6, "Automated Machine Guidance." When control stakes are requested, final grade stakes are set at:

1. Conform stations
2. Beginning and end of each alignment
3. Midpoint or every 100 feet, whichever results in the greater number of stakes, on a curve with a radius of 1,200 feet or less
4. Midpoint or every 200 feet, whichever results in the greater number of stakes, on a curve with a radius of more than 1,200 feet
5. Every 200 feet on a tangent

At your request and under Chapter 12 of the Department's *Surveys Manual*, the Department provides (1) staking for intersections, clearing, fencing, drainage, curbs, structures, abutment fill, wall, and miscellaneous areas and (2) additional survey control or staking for earthwork in areas where global navigation satellite system coverage is inadequate for automated machine guidance.

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

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

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

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

County's Cooperative Agreement with the State requires records provisions remain in effect until terminated or modified by mutual written agreement. Retain project records, including cost records, until mutually agreed in writing otherwise:

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

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

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

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

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

**5-1.27E Change Order Bills**

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

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

**Add to the end of section 5-1.32:**

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





2. Derived from waste tires taken from vehicles owned and operated in the United States

**Replace section 6-1.06 with:**

**6-1.06 BUY CLEAN CALIFORNIA ACT**

**6-1.06A Summary**

For projects with a total bid over \$1 million and 175 or more original working days, the materials or products shown in the following table are subject to the Buy Clean California Act (Pub Cont Code § 3500 et seq.):

| Material or product                        | Material specifications   |
|--|---|
| Carbon steel rebar <sup>a</sup>            | Section 52-1.02B, "Bar Reinforcement"<br><br>Excludes epoxy-coated or galvanized reinforcement uses.  |
| Structural steel <sup>b</sup>              | Section 55-1.02D(1), "General," – Structural Steel and Other Materials tables and Section 99, "Building Construction."<br><br>For hot-rolled, plate or hollow products. |
| Flat glass <sup>c</sup>                    | Section 99, "Building Construction"   |
| Mineral wool board insulation <sup>d</sup> | Section 99, "Building Construction"   |

<sup>a</sup>For each mill providing 20,000 pounds or more on the project

<sup>b</sup>For each mill providing 5,000 pounds or more on the project

<sup>c</sup>For each manufacturer providing 2,000 square feet or more on the project

<sup>d</sup>For each manufacturer providing 4,000 square feet or more on the project

An informal-bid contract is not subject to Buy Clean California Act requirements.

For carbon steel rebar material subject to Buy Clean California Act, the source mill must be on the Authorized Material List for Buy Clean California Act compliant steel mills. Identify source mills on Notice of Materials to be Used form submittals.

For structural steel, flat glass, and mineral wool board insulation subject to Buy Clean California Act, submit an environmental product declaration for each applicable material or product at least 15 days before scheduled installation. The global warming potential of each applicable material or product as evidenced by its environmental product declaration shall not exceed the maximum acceptable global warming potential values established by the Department of General Services. Do not install the applicable material or product until the submittal has been authorized. The maximum acceptable global warming potential for each category of material or product is published on the Department of General Services website at:

<https://www.dgs.ca.gov/>

For product category rules for structural steel, flat glass, or mineral wool board insulation, go to the METS website. Use the product category rule in effect on the date of bid opening unless otherwise authorized. An environmental product declaration for structural steel, flat glass, or mineral wool board is not required for either of the following conditions:

1. Applicable product category rule has expired without replacement as of the bid opening date.
2. Applicable product category rule was issued less than 100 days before the bid opening date.

Upon each jobsite shipment receipt of materials or products subject to these Buy Clean California Act requirements, report the represented quantity information to the Department via email.

#### **6-1.06B Definitions**

**environmental product declaration:** Independently verified document created and verified under International Organization for Standardization (ISO) 14025 for Type III environmental declarations that identifies the global warming potential emissions of the facility-specific material or product through a product stage life cycle assessment.

**product category rule:** Program operator established rule based on the science of life cycle assessment that governs the development of the environmental product declaration for the material or product.

**product stage:** Boundary of the environmental product declaration that includes (1) raw material supply, (2) transportation processes, and (3) processing operations, including operations such as melting, mixing, milling, finishing, curing, cooling, trimming, packaging and loading for transport delivery. Commonly referred to as a "cradle-to-gate" life cycle assessment.

**program operator:** Independent agency that supervises and confirms the full environmental product declaration development process under ISO 14025.

**raw material supply:** Upstream processes which can include allocations, extraction, refinement, reclamation, handling and processing of the constituents used in producing the material or product.

**transportation processes:** Includes transportation of raw, reclaimed or recycled material constituents from the supplier to the gate of the manufacturer, producer or fabricator. Includes transport of related waste products.

#### **6-1.06C Submittals**

Submit environmental product declarations for structural steel, flat glass, and mineral wool board insulation to the Department and provide PDF copies to the Engineer.

Submit certified mill test reports upon delivery of carbon steel rebar and structural steel materials to the project documenting their compliance. Do not incorporate these materials and products into the work until compliant documentation has been provided to the Engineer.

For each material or product subject to Buy Clean California Act requirements, complete the represented quantity information within 5 business days of shipment receipt at the project site.

Immediately notify the Engineer if a program operator has determined their product category rule does not allow for development of a facility-specific environmental product declaration for structural steel, flat glass, or mineral wool board insulation. Include written correspondence from the program operator. If the Engineer determines the development of a facility-specific environmental product declaration for structural steel, flat glass, or mineral wool board insulation cannot be achieved, an environmental product declaration will not be required for that material or product.

#### **6-1.06D Quality Assurance**

Not Used

#### **Replace the 5th paragraph section 6-2.01A with:**

The Department uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract. The Department may examine the records and reports of tests you perform if they are requested and made available at the job site. Schedule work to allow time for QAP.

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

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

#### **Replace the 3<sup>rd</sup> paragraph of section 6-2.01F with:**

Submit material to be tested with a *Sample Identification Card* provided by the Department.

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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 13, "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):**

You must comply and must require your subcontractors to comply with the Fair Employment Practices Addendum attached as Exhibit B to the Draft Agreement of these Contract Documents.

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 "Reserved" in section 7-1.02J with:**

**7-1.02J Rehabilitation Act of 1973 and American Disabilities Act of 1990**

Comply with:

- Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs;
- The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and
- All applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

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

**Replace item 1 of the 2<sup>nd</sup> 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.

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

Comply with Division 2, Part 7, Chapter 1 of the California Labor Code.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Comply with Exhibit D of the Draft Agreement and the requirements of, and compliance with the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 3141-3147 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 and 29 CFR Part 5)."

Prior to the start of any work, post and maintain the following notice in a conspicuous location on the jobsite:

*"This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

Local Office Telephone Number: (916)-263-1811

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at: [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).*

**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.

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

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

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

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

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

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

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

Furnish a pickup truck and driver for the sole purpose of fire control during working hours. The truck must be equipped with:

1. 10 shovels, 5 axes, two 5-gallon water-filled backpack fire pumps
2. 100-gallon tank of water with a gasoline motor powered pump and 100 feet of 3/4-inch hose on a reel

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

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

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 13<sup>th</sup> paragraph of section 7-1.03:**

, whichever is longer.

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

Notify the Engineer not less than 5 days and not more than 10 days before the anticipated start of an activity that will change the vertical or horizontal clearance available to traffic, including shoulders.

**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.

#### **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.

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

Commercial General Liability (CGL) Insurance and Umbrella or Excess Liability Insurance: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for: Premises, operations, and mobile equipment; personal injury, products and completed operations; broad form property damage including completed operations; explosion, collapse, and underground hazards; contractual liability. The limits of liability must be at least the amounts shown in the following table:

| <b>Total Bid</b> | <b>For Each Occurrence<sup>1</sup></b> | <b>Aggregate for Products/Completed Operation</b> | <b>General Aggregate<sup>2</sup></b> | <b>Umbrella or Excess Liability<sup>3</sup></b> |
|------------------|--|---|--------------------------------------|---|
| ≤ \$1,000,000    | \$2,000,000                            | \$4,000,000                                       | \$4,000,000                          | \$5,000,000                                     |



|   |             |             |             |              |
|---|-------------|-------------|-------------|--------------|
| > \$1,000,000<br>≤ \$10,000,000   | \$2,000,000 | \$4,000,000 | \$4,000,000 | \$10,000,000 |
| > \$10,000,000<br>≤ \$25,000,000  | \$2,000,000 | \$4,000,000 | \$4,000,000 | \$15,000,000 |
| > \$25,000,000  | \$2,000,000 | \$4,000,000 | \$4,000,000 | \$25,000,000 |
| 1. Combined single limit for bodily injury and property damage.<br>2. This limit applies separately to your work under this contract.<br>3. The umbrella or excess policy must contain a clause stating that it takes effect (drops down) if the primary limits are impaired or exhausted.<br>* See exclusion provisions for Small Business subcontractors in Section 7-1.06D(2). |             |             |             |              |

- 1) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 2) If you are a licensed professional and are 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).

#### **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 will be issued by an insurance company acceptable to the Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division. Self-insurance programs and self-insured retentions in insurance policies are subject to separate annual review and approval by the County and the State of California.

If you use a self-insurance program or self-insured retention, you must provide the County and the State of California with the same protection from liability and defense of suits as would be afforded by first-dollar insurance. Execution of the Contract is your acknowledgement that you will be bound by all laws as if you were an insurer as defined under Insurance Code Section 23 and that the self-insurance program or self-insured retention will operate as insurance as defined under Insurance Code Section 22.

The County of El Dorado, its officers, officials, employees, and volunteers and the State of California, its officers, directors, agents (excluding agents who are design professionals), employees, and State Contractors doing work within the right-of-way limits, must be named as additional insured under the general liability and excess liability policies with respect to liability arising out of or connected with work or operations performed by or on your behalf under this Contract. Coverage for such additional insured does not extend to liability:

- a. Arising from any defective or substandard condition of the roadway which existed at or before the time you started work, unless such condition has been changed by the work or scope of the work requires you to maintain existing roadway facilities and the claim arises from failure to maintain;
- b. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of you that occurred during the course of the work; or
- c. To the extent prohibited by Insurance Code Section 11580.04

Proof that the County and the State are named additional insureds must be made as follows: by providing to the County's Risk Management Division and separately to the State, with a certified copy, or other acceptable evidence, of an endorsement to your insurance policy naming the County and the State of California additional insureds. Additional insured coverage for the County and the State of California must be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the County or State of California. Deliver this form to the County with the executed Contract, bonds, and associated documents, and separately to the State, before issuance of the State's Encroachment Permit to you.

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 you must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

You must require each of your subcontractors to procure and maintain commercial general liability insurance, umbrella or excess liability insurance, workers' compensation insurance and automobile liability 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. For each subcontractor, the "Total Bid" in the Table above will be interpreted as the total amount of work subcontracted to the subcontractor. You must also require each of your subcontractors to name you and the County of El Dorado and any other additional insured listed above as additional insureds. You must not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" will be interpreted as the amount of subcontracted work to a certified Small Business.

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

You agree no cancellation or material change in any policy will become effective except upon ten (10) days prior written notice to Community Development Services, Contract Services Unit, 2850 Fairlane Court, Placerville, CA 95667.

You agree that the insurance required herein will be in effect at all times during the term of this Contract. In the event said 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 such 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.

You must maintain completed operations coverage with a carrier acceptable to the County and State of California through the expiration of the patent deficiency in construction statute of repose set forth in Code of Civil Procedure Section 337.1.

#### **7-1.06E Commencement of Performance**

You 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 and the State of California. Any insurance or self-insurance maintained by the County, its officers, officials, employees, volunteers or State of California, must be in excess of the 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 must not be limited by the insurance required herein and must survive the expiration of this Contract.

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**8 PROSECUTION AND PROGRESS**

**Add between the 3<sup>rd</sup> and 4<sup>th</sup> paragraphs of section 8-1.02C(1):**

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

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

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

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

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

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

**Replace "Reserved" in section 8-1.04C with:**

The Department does not adjust time for starting before receiving notice of Contract approval.

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

The Engineer will issue Notice to Proceed 10 days after Contract approval.

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

1. CPM baseline schedule
2. WPCP if applies
3. Notification DRA or DRB nominee and disclosure statement
4. Traffic Control Plan

You may enter the job site only to measure controlling field dimensions and locate 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 form.
2. Contingency plan for possible failure during HFST application.
3. Failure to re-open Pleasant Valley Rd.

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

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

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

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

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

Contract working hours are between the hours of 7:00 p.m. to 6:00 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.

**Add to the end of section 8-1.10B:**

Liquidated damages for not completing all work described in the contract and plans within the allowable working days are \$5,200 per day.

**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.

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## **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 3<sup>rd</sup> 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 3<sup>rd</sup> paragraph of section 9-1.16E(2) with:**

These amounts are shown on the *Pay Estimate*.

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

required forms, dust control submittals,

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

Stop notice information may be obtained from the Engineer.

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

#### **9-1.16F Retentions**

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

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

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

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

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

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

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

**Replace “State” in the 1st sentence of the 6th paragraph of section 9-1.17D(2)(b)(iii) with:**

State and/or Department

## 9-1.22 DISPUTES RESOLUTION

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

If you fail to comply with these claim procedures as to any claim, then you waive your rights to this claim. County must not be deemed to waive or alter any provision of this section or sections 5-1.43 and 9-1.17 if, at County's sole discretion, County administers a claim in a manner not in accord with those provisions.

## DIVISION II GENERAL CONSTRUCTION

County of El Dorado  
**Special Provisions**  
SP-27

Contractor must provide the order in which the locations will be completed in the schedule.

Contractor must wait a minimum of 7 calendar days after application of HFST before installing permanent pavement delineation and pavement markers.

**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.

**Add to the end of section 10-4:**

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

**Replace the 1st sentence in the 3rd paragraph of section 10-6 with:**

Water must be nonpotable.

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## **12 TEMPORARY TRAFFIC CONTROL**

**Add to the end of section 12-1.01:**

Traffic control must be placed, maintained, and performed by a California C-31 Construction Zone Traffic Control Contractor and be in accordance with the latest edition of CA MUTCD and Caltrans Standards.

**Replace Item 1.3 of the 1st paragraph of section 12-3.01A(3) with:**

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

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

Place and operate PCMS at the construction site two working days in advance of the lane closures to inform the public of upcoming contract work and related delays. Start displaying the message on the sign when directed by the Engineer. The Engineer may decide that PCMSs are not required for all locations. PCMS shall be placed prior to all stripping removal work and HFST applications.

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

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

Do not perform work that would require a closure.

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

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



within the area that will require traffic control as required and must address traffic control related to access to driveways for all residences.

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

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

5 days to 10 days.

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

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

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

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

Notify the Engineer of delays in your activities caused by:

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

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

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

Submit a contingency plan for each of the following activities:

1. Contingency plan for possible failure during HFST application.
2. Failure to re-open Pleasant Valley Rd.

**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.

Concurrent stationary closures must be more than 5 miles apart. Closure spacing is the distance between the last cone of the upstream closure and the temporary sign (W20-1) of the downstream closure. The number of lanes open in the upstream closures must be less than or equal to the number of lanes open in the downstream closures. For multiple closures in each direction of travel, pick up the downstream closures first.

**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  | <b>H</b><br>xx   | xx              | xx              |                 |                 |                 |                 |     |     |     |
|  | <b>SD</b><br>xx  |                 |                 |                 |                 |                 |                 |     |     |     |
| x  | xx   | <b>H</b><br>xx  | xx              |                 |                 |                 |                 |     |     |     |
|  |  | <b>SD</b><br>xx |                 |                 |                 |                 |                 |     |     |     |
|  | x  | xx              | <b>H</b><br>xx  | xx              |                 |                 |                 |     |     |     |
|  |  |                 | <b>SD</b><br>xx |                 |                 |                 |                 |     |     |     |
|  | x  | xx              | xx              | <b>H</b><br>xx  | xxx             |                 |                 |     |     |     |
|  | x  | xx              | xx              | <b>SD</b><br>xx | xxx             |                 |                 |     |     |     |
|  |  |                 |                 | x               | <b>H</b><br>xx  |                 |                 |     |     |     |
|  |  |                 |                 | x               | <b>SD</b><br>xx |                 |                 |     |     |     |
|  |  |                 |                 |                 | x               | <b>H</b><br>xx  |                 |     |     |     |
|  |  |                 |                 |                 |                 | <b>SD</b><br>xx |                 |     |     |     |
|  |  |                 |                 |                 |                 | x               | <b>H</b><br>xx  | xx  | xx  | xx  |
|  |  |                 |                 |                 |                 |                 | <b>SD</b><br>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 ____. |                 |                 |                 |                 |                 |                 |     |     |     |
| <b>H</b>   | Designated holiday   |                 |                 |                 |                 |                 |                 |     |     |     |
| <b>SD</b>  | 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<br>Conventional Highway Lane Requirements   |  |   |   |   |   |   |   |   |   |   |    |    |    |  |    |    |    |    |    |    |    |    |    |    |    |  |  |
|---|--|---|---|---|---|---|---|---|---|---|----|----|----|--|----|----|----|----|----|----|----|----|----|----|----|--|--|
| Location: El Dorado County  |  |   |   |   |   |   |   |   |   |   |    |    |    | Direction: Pleasant Valley Rd -<br>East and West Bound |    |    |    |    |    |    |    |    |    |    |    |  |  |
| Closure limits: Pleasant Valley Rd  |  |   |   |   |   |   |   |   |   |   |    |    |    |  |    |    |    |    |    |    |    |    |    |    |    |  |  |
| 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–<br>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  | 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:  |  |   |   |   |   |   |   |   |   |   |    |    |    |  |    |    |    |    |    |    |    |    |    |    |    |  |  |
| <ul style="list-style-type: none"><li>The number of through traffic lanes in each direction of travel is ONE.</li><li>See section 8-1.05 of these Special Provisions for allowable working hours.</li></ul> |  |   |   |   |   |   |   |   |   |   |    |    |    |  |    |    |    |    |    |    |    |    |    |    |    |  |  |

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

Except for one-way-reversing traffic-control lane closures, the maximum length of the work area inside a closure is 2 miles.

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

For a stationary one-way-reversing traffic-control lane closure, you may stop traffic in 1 direction for periods not to exceed 15 minutes. After each stoppage, all accumulated traffic for that direction must pass through the work zone before another stoppage is made.

The maximum length of a single stationary one-way-reversing traffic-control lane closure is 2 miles between flaggers.

Transport bicyclists through the one-way-reversing traffic-control work zone.

You may use a pilot car to control traffic. If a pilot car is used to control traffic, the cones shown along the centerline are not required. Pilot cars must have cellular or radio contact with other pilot cars and personnel in the work zone. The maximum speed of the pilot cars convoying or controlling traffic through the traffic control zone is 25 mph. Pilot cars must only use traffic lanes open to traffic.

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

Payment for Traffic Control Plan is paid for under Traffic Control System.

Payment for accommodating pedestrians and bicyclists through the work zone, including through a 1-way reversing traffic control work zone is included in the payment for traffic control system.

After removal of the existing pavement delineation, Contractor must install and maintain temporary pavement delineation until final striping is installed per section 84-2.03. Due to “shedding” of the HFST, permanent pavement delineation must not be installed for a minimum of one (1) week after application of the HFST.

Payment for temporary pavement delineation must be made under the "Traffic Control System" - pay item at the contract lump sum price. Payment will constitute full compensation for furnishing all labor, material, tools, equipment, incidentals, and work involved in installing and maintaining Temporary Pavement Delineation at all project locations

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

The Department does not adjust the unit price for an increase or decrease in the water quality monitoring report quantity.

Prepare storm water pollution prevention plan includes preparing SWPPP, obtaining SWPPP authorization for the Engineer to obtain coverage under the Permit and a Waste Discharge Identification Number (WDID) from RWQCB, amending the SWPPP, preparing a Construction Site Monitoring Program, providing a WPC Manager, conducting WPC training, and monitoring, inspecting, and reporting on WPC practices at the job site.

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

**Replace section 13-3.01C(5) with:**

**13-3.01C(5) Reserved**

**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 acre

During fall and winter do not exceed the specified amount of disturbance unless weather conditions permit and you request in writing and receive a waiver from the Engineer. Include in your request a contingency plan should weather conditions change.

**Replace “upon Contract acceptance” in item 2 of the 1<sup>st</sup> paragraph and item 3 of the 2<sup>nd</sup> paragraph of section 13-3.04 with:**

in the Proposed Final Pay Estimate

**Delete item 2 of the 2<sup>nd</sup> paragraph of section 13-3.04.**

**Add to section 13-3.04:**

The Department does not pay for implementation of WPC practices in areas outside the highway right-of-way not specifically provided for in the plans or in the special provisions.

Unless the WPC practice is required under section 13-4, the Department pays for WPC practices under section 9-1.04, excluding travel and subsistence allowances paid to workers.

The Department does not pay for WPC practices that the Engineer determines are installed for the purposes of conveying runoff as part of maintaining adequate drainage described in Section 10-1.02.

If you find it necessary to use WPC practices not specified to achieve compliance with local, state, and federal water pollution control regulations, then implementation, maintenance, and removal of the unspecified WPC practices will be at your expense.

The Department does not pay for the cleanup, repair, removal, disposal, or replacement of water pollution control practices due to improper installation or your negligence

.

The work to complete the final storm water annual report is excluded from section 5-1.46.

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

The WPC manager must notify the Engineer immediately.

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

3) 8 hours of predicted rain

**Delete the 1<sup>st</sup> sentence of section 13-5.04 and replace the 2<sup>nd</sup> paragraph of section 13-5.04 with:**

The Department pays for temporary soil stabilization for stockpiles under job site management. The Department pays for temporary soil stabilization for other than stockpiles under section 9-1.04 excluding travel and subsistence allowances paid to workers.

**Replace the 4<sup>th</sup> paragraph of section 13-6.04 with:**

The Department pays for temporary sediment control under section 9-1.04 excluding travel and subsistence allowances paid to workers.

**Replace the 1<sup>st</sup> paragraph of section 13-7.03D with:**

The Department pays for temporary tracking control under job site management.  
The Department pays for temporary concrete washouts under job site management.

**Replace “Not Used” in section 13-10.04 with:**

The Department pays for temporary linear sediment barriers for stockpiles under job site management. The Department pays for temporary linear sediment barriers for other than stockpiles under section 9-1.04 excluding travel and subsistence allowances paid to workers.

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## **14 ENVIRONMENTAL STEWARDSHIP**

**Add to section 14-1.01:**

All personnel (employees, contractor, and subcontractors) performing work on the Project must be adequately informed and trained regarding the condition I Provisions and the Standard Specifications for environmental stewardship.

**Add to the end of section 14-1.02:**

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

**Replace section 14-8.02 with:**

The work is located in a Rural Regions, Rural Centers, and Community Regions ith multiple land use designation.  
The following table specifies the maximum allowable noise exposure for work within the community types and land use designations listed above.

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

| <b>MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN RURAL CENTERS—CONSTRUCTION NOISE</b> |                    |                         |                        |
|---|--------------------|-------------------------|------------------------|
| <b>Land Use Designation</b>   | <b>Time Period</b> | <b>Noise Level (dB)</b> |                        |
|   |                    | <b>L<sub>eq</sub></b>   | <b>L<sub>max</sub></b> |
| All Residential (MFR, HDR, MDR)   | 7 am–7 pm          | 55                      | 75                     |
|   | 7 pm–10 pm         | 50                      | 65                     |
|   | 10 pm–7 am         | 40                      | 55                     |
| Commercial, Recreation, and Public Facilities (C, TR, PF)   | 7 am–7 pm          | 65                      | 75                     |
|   | 7 pm–7 am          | 60                      | 70                     |
| Industrial (I)  | Any Time           | 70                      | 80                     |
| Open Space (OS)   | 7 am–7 pm          | 55                      | 75                     |
|   | 7 pm–7 am          | 50                      | 65                     |

| <b>MAXIMUM ALLOWABLE NOISE EXPOSURE FOR NONTRANSPORTATION NOISE SOURCES IN RURAL REGIONS—CONSTRUCTION NOISE</b> |                    |                         |                        |
|---|--------------------|-------------------------|------------------------|
| <b>Land Use Designation</b>   | <b>Time Period</b> | <b>Noise Level (dB)</b> |                        |
|   |                    | <b>L<sub>eq</sub></b>   | <b>L<sub>max</sub></b> |
| All Residential (LDR)   | 7 am–7 pm          | 50                      | 60                     |
|   | 7 pm–10 pm         | 45                      | 55                     |
|   | 10 pm–7 am         | 40                      | 50                     |
| Commercial, Recreation, and Public Facilities (C, TR, PF)   | 7 am–7 pm          | 65                      | 75                     |
|   | 7 pm–7 am          | 60                      | 70                     |
| Rural Land, Natural Resources, Open Space, and Agricultural Lands (RR, NR, OS, AL)                              | 7 am–7 pm          | 65                      | 75                     |
|   | 7 pm–7 am          | 60                      | 70                     |

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 neither known nor suspected to contain naturally occurring asbestos and the project is not located within designated Naturally Occurring Asbestos Review Areas on the current El Dorado County Naturally Occurring Asbestos Review Area Map.

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

Submit a site-specific Fugitive Dust Control Plan / Fugitive Dust Plan (FDP) for all proposed work, meeting the requirements of the Dust Rules approved by AQMD, to the AQMD prior to start of any work. Provide the Engineer with four (4) copies of the AQMD approved FDP prior to starting any work that may generate dust. The FDP application can be found on AQMD's website at: [http://www.edcgov.us/Government/AirQualityManagement/Construction\\_Dust\\_Rules.aspx](http://www.edcgov.us/Government/AirQualityManagement/Construction_Dust_Rules.aspx).

Prepare an amendment to the FDP when there is a change in construction activities not included in the FDP, when the Contractor's activities violate a condition of AQMD, or when ordered by the Engineer.

Amendments must identify additional dust control practices or revised operations, including those areas or activities not identified in the initially approved FDP. Amendments to the FDP must be prepared and submitted for review and approval within a time approved by the Engineer. At a minimum, the FDP must be amended annually.



Keep one (1) copy of the approved FDP and approved amendments at the project site. Make the FDP 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.

Not used.

## DIVISION III EARTHWORK AND LANDSCAPE

## 17 GENERAL

**Add item 8 to the list in the 2<sup>nd</sup> paragraph of Section 17-2.01**

1. Areas affecting the visibility and line of sight to advanced roadway warning signs.

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## 19 EARTHWORK

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

If removal of unsuitable material is described, removing unsuitable material is paid for as the type of excavation involved.

If removal of unsuitable material 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.

If removal of a buried man-made object is described, payment for removing the object encountered in an excavation is included in the type of excavation involved.

If removal of a buried man-made object is not described, payment for removing a buried man-made object is included in the type of excavation involved, unless before removal activities, (1) removing the object is ordered as change order work or (2) you request the removal to be change order work.

**Add to section 19-2.04:**

The Department does not pay for an excavation in excess of the limits shown or authorized.

**Add to section 19-7.04:**

The Department does not pay for imported borrow that is not used in the work.  
The Department does not pay for disposal of surplus imported borrow.

**Replace the 1<sup>st</sup> paragraph of section 19-9.02 with:**

Shoulder backing must be clean and consist of virgin AB.

**Delete the 3<sup>rd</sup> paragraph of section 19-9.02.**

AA

## 20 LANDSCAPE

**Replace section 20-1.03C(1) with:**

Contractor shall perform clearing and grubbing of road vegetation including but is not limited to tree limbs and brush removal.

**Replace section 20-1.04 with:**

## 20-1.04 PAYMENT

Payment for clearing and grubbing include clearing and grubbing along Pleasant Valley Road.

Limits for clearing and grubbing along Pleasant Valley Road are:

- South side, spot location across 5785 Pleasant Valley Road
- South side, spot location across 5783 Pleasant Valley Road
- South side, 200 ft east of 5861 Pleasant Valley Road
- North and south side, from Slate Creek Road to El dorado Road, approximate length 250 ft.
- South side, spot location on 880 Pleasant Valley Road
- South side, from Lumpy Lane Road to 300' East of Larkin Mine Road, approximately 250 ft.
- North side, Zandonella Road to Zandonella Road, approximately 400 ft.
- South side, 200 ft East and 200 ft West of 4333 Pleasant Valley Road, approximately 400 ft.

[illegible]

## DIVISION V SURFACINGS AND PAVEMENTS

## 38 HIGH FRICTION SURFACE TREATMENT (HFST)

### 38-1.01 General

Section 38 includes specifications for the installation of high-friction surface treatment (HFST) on an existing roadway. The installation of HFST consists of spreading resin binder and calcined bauxite aggregate on asphalt concrete surfaces.

### 38-1.01A Submittals

Contractor must submit a HFST Quality Control Plan (QCP) at least five (5) working days prior to beginning work. Allow the Engineer 5 business days for review.

The HFST QCP must include:

1. Assessment of existing pavement conditions, including the need for cleaning and/or sandblasting if determined to be required for sufficient bonding.
2. Schedule for the HFST work.
3. Description of equipment for placing HFST.
4. Description of equipment for measuring, mixing, placing, and finishing HFST.
5. Method for protecting areas not to receive HFST.
6. Cure time estimates for HFST.
7. A correction plan for HFST that fails to meet the coefficient of friction of 0.75. The correction plan may include correction of existing HFST or removal and replacement.
8. Storage and handling of HFST components.
9. Disposal of excess HFST and containers.
10. Contingency plan for possible failure during the HFST application.

11. Name of the certified independent testing laboratory.
12. Traffic control plan for application and curing of HFST.

Contractor must submit a material safety data sheet (MSDS) for each shipment of HFST components and a certificate of compliance for the polymer resin binder and calcined bauxite aggregate topping.

Contract shall only allow resin binder and calcined bauxite aggregate topping that have been tested at a certified independent testing laboratory. Contractor must furnish proof of verifications that the materials met all requirements listed in these Specifications, dated no earlier than three (3) months from the time of Contract Award.

### **38-1.01B Department Acceptance**

The Department accepts HFST based on:

1. Visual inspection for the following:
  - 1.1. Uniform surface texture
  - 1.2. Raveling, which consists of the separation of the aggregate from the resin binder
  - 1.3. Streaking, which consists of alternating longitudinal bands of resin binder without uniform calcined bauxite aggregate retention, approximately parallel with the lane line
  - 1.4. Flushing, which consists of resin binder without or fully embedded calcined bauxite aggregate.
2. The department accepts your test results for compliance with the requirements shown in the following table:

| <b>Quality Characteristic</b>   | <b>Test Method</b> | <b>Requirement</b>                | <b>Minimum Testing Frequency</b>       |
|---|--------------------|-----------------------------------|--|
| Bond strength (min, psi)  | ASTM C1583         | 250 psi or 100% substrate failure | 1 per day of production                |
| Coefficient of friction at 60 km/h before opening to traffic          | ASTM E1911         | 0.75 <sup>a</sup>                 | Minimum of 1 every 500 ft <sup>b</sup> |
| Coefficient of friction at 60 km/h 7-15 days after opening to traffic | ASTM E1911         | 0.75 <sup>a</sup>                 | Minimum of 1 every 500 ft <sup>b</sup> |

<sup>a</sup> Report coefficient of friction values at 20 km/h, 40 km/h, 80 km/h.

<sup>b</sup> For application lengths < 500 ft, test a minimum of 2 locations

Replace areas of non-uniform texture, undulations, raveling, streaking, or flushing greater than 0.25 sq ft.

Perform coefficient of friction testing in the presence of the Engineer. Notify the Engineer at least 48 hours before coefficient of friction testing.

### **38-1.01C Trial HFST Application**

Unless otherwise authorized, complete a trial application of HFST at an authorized location before starting HFST production work. Resin binder manufacturer's representative must be present during the trial application

Remove pavement markers and delineation within the area to receive HFST, for the lane and length involved, before placing the resin binder.

The trial HFST application must:

1. Be at least 12 feet wide and 20 feet long.
2. Be constructed using the same method and equipment as the production work. Construct an additional trial for each method proposed for the production work.

3. Replicate field conditions, including ambient and surface temperatures, anticipated for production work.
4. Demonstrate surface preparation requirements as outlined in the QC plan.
5. Determine the initial set time for the resin binder.

After applying the trial HFST, document:

1. Settings on the applicator equipment
2. Initial quantities of resin and aggregate topping
3. Unused quantities of resin binder and aggregate remaining in the applicator equipment
4. Total deck surface treated with HFST

Test the coefficient of friction of the trial HFST under ASTM E1911 at 20, 40, 60, and 80 km/h. If the coefficient of friction of the HFST at 60 km/h is less than 0.75, correct or replace the trial HFST until the coefficient of friction is equal to or greater than 0.75

### 38-1.02A Materials

#### 38-1.02A(1) Resin Binder

Resin binder must meet the requirements shown in the following table:

| Resin Binder Requirements  |             |               |
|--|-------------|---------------|
| Quality Characteristic   | Test Method | Requirement   |
| Ultimate Tensile Strength (min, psi)<br>Type I specimen                          | ASTM D638   | 2,650         |
| Elongation at Break Point (min, %)<br>Type I Specimen                            | ASTM D638   | 30            |
| Compressive Strength (min, psi at 3 hours)                                       | ASTM C579   | 1,000         |
| Water Absorption (max, %)  | ASTM D570   | 1.0           |
| Durometer hardness (Shore D)   | ASTM D2240  | 65 – 75       |
| Viscosity <sup>a</sup> (centipoise)<br>No. 2 spindle, 10 RPM                     | ASTM D2196  | 1,000 – 3,000 |
| Gel Time (minutes)   | ASTM C881   | 10 – 30       |
| Cure Rate (max, hrs)<br>Specimen, 0.05 inch thick, Method A, Dry-Through<br>Time | ASTM D1640  | 3             |
| Styrene Content <sup>b</sup> (% by weight)                                       | ASTM D2369  | 30 – 40       |

<sup>a</sup> Mix components for resin binder and measure viscosity after 3 minutes

<sup>b</sup> For polyester resin binder only. Perform test before adding initiator.

The polyester resin must:

1. Be an unsaturated isophthalic polyester-styrene copolymer
2. Contain not less than 1 percent by weight gamma-methacryloxypropyltrimethoxysilane, an organ silane ester silane coupler.
3. Be used with a promoter compatible with suitable methyl ethyl ketone peroxide and cumene hydroperoxide initiators.

The epoxy-based resin binder must be multi-component.

#### 38-1.02A(2) Calcined Bauxite Aggregate

Calcined bauxite aggregate must be clean, dry, and free from clay and any other deleterious matter and meet the requirements shown in the following table:

| Calcined Bauxite Aggregate Requirements |                     |             |
|---|---------------------|-------------|
| Quality Characteristic                  | Test Method         | Requirement |
| Los Angeles rattler loss at 100         | California Test 211 | 10          |

|  |                     |     |
|--|---------------------|-----|
| Revolutions (max, %)                   | Table 1, Grading D  |     |
| Polish Stone Value (min)               | ASTM D3319          | 38  |
| Aggregate acid insolubility            | ASTM D3042          | 90  |
| Aggregate soundness (max, %)           | ASTM C88            | 30  |
| Tested with magnesium sulfate solution |                     |     |
| Tested with sodium sulfate solution    |                     |     |
| Aluminum oxide content (min, %)        | ASTM C25            | 87  |
| Aggregate moisture content (max, %)    | California Test 226 | 0.2 |
| Sand equivalent (min)                  | California Test 217 | 95  |
| Gradation (% passing by weight)        | California Test 202 | 100 |
| Sieve size:                            |                     |     |
| No. 4                                  |                     |     |
| No. 6                                  |                     |     |
| No. 16                                 |                     | 5   |

### 38-1.03 Construction

#### 38-1.03A General

Do not begin HFST production work until authorized after successful completion of the trial HFST.

#### 38-1.03B Surface Preparation

##### 38-1.03B(1) General

Protect utilities, utility covers, drainage structures, curbs and other structure within or adjacent to treatment location from HFST materials using methods outlined in the QC plan.

Surfaces must be clean, dry, and free of any dust, oil, debris, organic matter, or any material that may interfere with the bond between resin binder and existing surfaces.

##### 38-1.03B(2) Asphalt Pavement Surfaces

Perform the following before applying resin binder:

1. Remove pavement markers and delineation to a maximum depth of 0.01 foot from the area receiving HFST. Underlying striping exposed during surface preparation must also be removed.
2. Sweep the pavement surface
3. Blow the surface clean with pressurized air using a minimum 150 cfm compressor fitted with an air lance
4. Clean cracks greater than 0.25 inch wide with pressurized air and pretreat with mixed resin binder.

#### 38-1.03C HFST Application

##### 38-1.03C(1) General

Utilize one of the following methods to apply the resin binder and calcined bauxite aggregate, under manufacturer's recommendations:

1. Automated continuous application
2. Hand mixing and application

Apply mixed resin binder under resin binder manufacturer's recommendations.

Apply resin binder on clean and dry surfaces. Asphalt concrete pavement surface must be at least 30 days old before applying HFST.

Apply polyester resin binder when the surface temperature is 50 to 100 degrees F. Apply epoxy-based resin binder when the surface temperature is at least 50 degrees.

Apply resin binder at a minimum rate of 0.32 gal/sq yd to one lane width at a time.

Do not allow the mixed resin binder to do any of the following that may impair retention and bonding of aggregate:

1. Separate
2. Cure
3. Dry
4. Be exposed
5. Harden

Spread calcined bauxite at a minimum rate of 13 lb/sq yd within 5 minutes of applying resin binder.

Cure HFST for a minimum period recommended by the resin binder supplier. During curing period do not allow vehicles, construction equipment, or foot traffic on the HFST.

HFST that has not completely cured after the minimum period recommended by the resin binder supplier is considered nonperforming and must be removed before opening to traffic and replaced.

The surface texture of HFST must be uniform in appearance. Any areas free of HFST must be covered by HFST and cured before opening the area to traffic.

### **38-1.03C(2) Automated Continuous Application**

Perform automated continuous application using an applicator vehicle with the following capabilities:

1. Equipped to heat resin binder material
2. Continuously mixes, meters, and monitors HFST components during application activities
3. Equipped with a built-in data management unit producing real time data showing
  - 3.1. Volume of resin binder applied
  - 3.2. Resin binder spread rate in gal/sq yd.
  - 3.3. Weight of aggregate applied across the application width
4. Uses continuous pumping and portioning devices that blend the binder within a controlled system using positive displacement geared pumps
5. Mixes the binder with a tolerance of  $\pm 2$  percent by volume
6. Has a non-atomizing laminar extruded application bar tied to the forward motion of the application vehicle through an automated self-contained vehicle drive
7. Can apply resin binder and aggregate at the minimum spread rate
8. Applies resin binder and aggregate in a continuous pass as 1 layer to a width of up to 12 feet

Clean the mix head and delivery lines if application of the mixed resin binder is stopped for more than 30 minutes.

Apply the aggregate within 6 seconds of the binder application onto the pavement surface from a maximum height of 12 inches.

Replace any exposed sections of uncured resin binder that are contaminated.

Apply additional layers within 4 hours of the previous cured layer.

### **38-1.03C(3) Hand Mixing and Application**

For authorized low volume areas and areas less than 200 square yards, hand mix the resin binder under manufacturer's recommendations. Uniformly spread the resin binder onto the surface using a serrated

edge squeegee. Apply calcined bauxite immediately after placing resin binder. Use only authorized footwear if walking on resin binder during calcined bauxite application.

### 38-1.03D Excess Aggregate Removal and Reuse

Excess calcined bauxite aggregate must be recovered by a mechanical sweeper and may be reused for HFST. Before reuse of recovered calcined bauxite aggregate, blend with new calcined bauxite aggregate at a rate of 2 to 1 by volume. The recovered calcined bauxite must be clean, dry, and free from clay and any other deleterious material. You may combine new and recycled aggregate as necessary to meet gradation requirements. Provide a record of all recovered calcined bauxite aggregate used and test results. Super sacks or stockpile containing the blended recovered calcined bauxite aggregate must be clearly marked "Recovered Calcined Bauxite Aggregate" and the contract number.

Before opening to traffic, remove excess and loose aggregate from the traveled way and shoulders by sweeping. HFST must be completely cured before sweeping and there must be no damage or dislodging of aggregate from HFST surface. Perform additional sweepings the day following HFST application, 1 week after application and 3 weeks after application. Any additional sweeping beyond what is described in these Special Provisions will be change order work.

### 38-1.04 Payment

The contract unit price paid per square yard (based on dimensions shown on the plans) of "High-Friction Surface Treatment," shall be considered as full compensation for furnishing all labor, materials, tools, equipment and incidentals for doing all the work involved in installing the treatment, including: all submittals, all pavement cleaning and preparation (including removal of existing pavement delineation and markers, testing, analysis, and proper disposal of yellow thermoplastic residue), protecting utility and roadway facilities, applying the treatment, testing, protection during curing, all street sweeping, all corrective measures, and all other incidental work required to complete the work as shown and specified.

AA

## DIVISION IX TRAFFIC CONTROL DEVICES

## 82 SIGNS AND MARKERS

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

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

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

**Add to section 82-3.04:**

The contract unit price paid per each of "Roadside Sign – One Post," must be considered as full compensation for furnishing all labor, materials (including sign panels), tools, equipment, and incidentals for doing all the work involved in installing all signs, including: all submittals, sign panels, posts, and mounting hardware.

**Add to section 82-9.03A:**

If existing post is wood, remove the foundation and concrete footing or granular backfill. Backfill and compact the resulting hole with material equivalent to the surrounding material.

**Replace section 84-9.04 with:**

Pleasant Valley Rd Safety Improvements  
CIP No 36105072, Contract No. 8596  
February 4, 2025

County of El Dorado  
**Special Provisions**  
SP-44



- Pleasant Valley Rd from El Dorado Road to Highway 50/Pleasant Valley Intersection,
- 400' of Missouri Flat Roads starting north of Highway 50/Missouri Flat Rd intersection.
- Pleasant Valley Road from Toyon Drive to Pearl Place.

## 84 MARKINGS

## DIVISION X ELECTRICAL WORK

## 87 ELECTRICAL SYSTEMS

## 81-7 FLASHING BEACON SYSTEMS

### **87-7.01A Submittals**

Submit details of the FB including the flashing beacons, communication system between FBs, and solar power system before installation.

**Replace section 87-7.02 with:**

### **87-7.02A(1) Solar Power Supply**

The solar power supply shall be easy to install, fully self-contained weather, corrosion, and vandal-resistant, with a UV-resistant solar panel. The Solar power supply shall be power autonomous without need of an external power supply. The batteries shall be sealed, maintenance free, and field –replaceable independently of other components.

1. The battery pack shall have a minimum rated lifespan of three years.
2. The FB shall have an automatic light control to provide useful light during extreme conditions that prevent charging over an extended period of time. The manufacturer shall provide documentation for each installation consisting of solar power calculations to verify load, duty cycle and battery capacity based on location.
3. The solar panel shall be installed at the highest point on the assembly structure, or as directed by the Engineer, and away from the travelled way. The solar panel shall be installed at an angle specified by the manufacturer facing the equator (due south) with a full unobstructed solar exposure for optimum performance of the system, or as recommended by the manufacturer and directed by the Engineer.

### **87-7.02A(2) Foundation**

Concrete foundation shall meet the requirements of Section 90-2, minor concrete, of the Standard Specifications.

### **87-7.02A(3) Beacon Flashing Requirements**

When actuated, each FB unit must flash in a rapidly flashing sequence.

FBs flashing rate must comply with chapter 4L “Flashing Beacons,” of the California MUTCD.

The FB shall be rated for Class I light intensity output according to the Society of Automotive Engineers (SAE) Standard J595 with a 15 year life expectancy.

During the night time hours, the FB shall be equipped with an automatic dimming feature.

### **87-7.02A(4) Warranty**

Furnish a 3-year replacement warranty from the manufacturer for all materials used against defects in materials and workmanship or failures. The effective date of the warranty period is the date of acceptance of the installation. Submit all warranty documentation before installation.

**Add to section 87-7.03:**

The FB Assembly shall be installed strictly according to the manufacturer’s recommendations, the applicable portions of the Standard Specifications as modified herein, and as shown on the plans.

The final elevation and location of the beacons shall be approved by the Engineer prior to the Contractor beginning work.

**Replace “not used” in section 87-7.04 with:**

Flashing Beacon shall be measured by each installed. The unit price shall include all labor, equipment, materials and documentation required to furnish and install the FB assembly with solar panel; Modified Type 1-B Pole; foundation; warning signs and plaques; controller; wireless communication equipment; and mounting hardware.

**87-9 RECTANGULAR RAPID FLASHING BEACON SYSTEMS**

**87-9.01 GENERAL**

Section 87-9 includes specifications for performing work on Rectangular Rapid Flashing Beacon (RRFB) systems.

The components of a RRFB system are shown on the project plans.

Push button on RRFB's must comply with sections 4E.08-4E.13 of the MUTCD.

**87-9.01A Summary**

This work shall consist of furnishing and installing the RRFB systems complete with RRFB; power supply; foundation; pedestrian push button; warning signs and plaques; controller and cabinet; and wireless communication equipment as shown on the plans. All equipment and hardware required to mount the RRFB and associated equipment to the assembly shall be included in the unit cost of this item.

**87-9.01B Definitions**

Not Used

**87-9.01C Submittals**

Submit details of the RRFB including the pedestrian push button, flashing beacons, communication system between RRFBs, and solar power system before installation.

**87-9.02 MATERIALS**

**87-9.02A General**

RRFB should conform to JSF Technologies AB-9407-40W specifications or equivalent and Pole should conform to the modified Caltrans Pole 1B listed in the plan set.

**87-9.02B Rapid Flashing Beacon**

**87-9.02B(1) General**

The RFB system shall be programmable to allow the Department Traffic Engineer to set the duration of the flashing beacon display based on the crossing time requirement established in the MUTCD.

**87-9.02B(2) Solar Power Supply**

The solar power supply shall be easy to install, fully self-contained weather, corrosion, and vandal-resistant, with a UV-resistant solar panel. The Solar power supply shall be power autonomous without need of an external power supply. The batteries shall be sealed, maintenance free, and field –replaceable independently of other components.

1. The battery pack shall have a minimum rated lifespan of three years.
2. The power supply system shall have the capacity to operate the RFB for 30 days at a normal use of 400 activations of 30 seconds per day without solar charging.
3. The RFB shall have an automatic light control to provide useful light during extreme conditions that prevent charging over an extended period of time. The manufacturer shall provide documentation for each installation consisting of solar power calculations to verify load, duty cycle and battery capacity based on location.

4. The solar panel shall be installed at the highest point on the assembly structure, or as directed by the Engineer, and away from the travelled way. The solar panel shall be installed at an angle specified by the manufacturer facing the equator (due south) with a full unobstructed solar exposure for optimum performance of the system, or as recommended by the manufacturer and directed by the Engineer.

#### **87-9.02B(3) Controller**

The RFB controller must meet the following requirements:

1. The controller unit shall be available in solar powered option.
2. At each location all installed RFB assemblies shall communicate wirelessly using an unlicensed radio band so as to simultaneously commence operation of their alternating rapid flashing indications and cease operation simultaneously. The communication equipment shall comply with FCC requirements and the vendor representative shall field test the equipment prior to placing the units in operation to demonstrate the RFBs ability to achieve proper operation under the requirements of FHWA Memorandum IA-21 and all subsequent interpretation letters. Up to ten optional RF channels shall be available to allow multiple RFB Systems to operate within close proximity of each other.
3. The controller shall provide the full programmed timing upon all push button activations.

#### **87-9.02B(4) Foundation**

Concrete foundation shall meet the requirements of Section 90-2, minor concrete, of the Standard Specifications.

#### **87-9.02B(5) Pedestrian Push Button**

RFB system pushbuttons shall include a locator tone. Pushbuttons may include speech message and vibrotactile functionality, provided these features can be deactivated. RFB system pushbuttons must use a 9" x 12" R10-25 sign. The R10-25 sign may include integral yellow warning lights.

#### **87-9.02B(6) Beacon Flashing Requirements**

When actuated, each RFB unit must flash in a rapidly flashing sequence.

RFBs must flash at a rate of 75 flashing sequences per minute. During each 800-millisecond flashing sequence, the left and right RFB indications must operate using the following sequence:

| Flash phase | Left-Side (ON) | Right-Side (ON) | Both Sides |
|-------------|----------------|-----------------|------------|
| 1           | 50             |                 |            |
| 2           |                |                 | 50 (OFF)   |
| 3           |                | 50              |            |
| 4           |                |                 | 50 (OFF)   |
| 5           | 50             |                 |            |
| 6           |                |                 | 50 (OFF)   |
| 7           |                | 50              |            |
| 8           |                |                 | 50 (OFF)   |
| 9           |                |                 | 50 (ON)    |
| 10          |                |                 | 50 (OFF)   |

|    |  |  |          |
|----|--|--|----------|
| 11 |  |  | 50 (ON)  |
| 12 |  |  | 50 (OFF) |

Note: Sequence durations shown are in milliseconds.

The flashing pattern shall be user-selectable in the field.

The flash rate of each individual RFB indication, as applied over the full flashing sequence, shall not be between 5 and 30 flashes per second to avoid frequencies that might cause seizures.

The RFB shall be rated for Class I light intensity output according to the Society of Automotive Engineers (SAE) Standard J595 with a 15 year life expectancy.

During the night time hours, the RFB shall be equipped with an automatic dimming feature.

#### **87-9.02B(7) Beacon Operation**

The RFB must be normally dark and initiate operation only upon pedestrian actuation, and must cease operation at a predetermined time after the pedestrian actuation.

RFB units must, when actuated, simultaneously commence operation of their rapid-flashing indications and must cease operation simultaneously.

The duration of a predetermined period of operation of the RFBs following each actuation is based on the procedures provided in Section 4E.06 of the *California MUTCD* for the timing of pedestrian clearance times for pedestrian signals. The Engineer will determine what the pedestrian clearance time will be for each site.

The predetermined flash period must be immediately initiated each and every time that a pedestrian is detected as a result of a pedestrian pressing a pushbutton detector, including when pedestrians are detected both while the RFBs are already flashing and immediately after the RFBs have ceased flashing .

The RFB unit may include a small pilot light integral to the RFB or pedestrian pushbutton detector to confirm when the RFB is in operation.

#### **87-9.02B(8) Warranty**

All materials shall be warranted for 3 years from date of acceptance or turn on by the Department.

### **87-9.03 CONSTRUCTION**

#### **87-9.03A General**

The RFB Assembly shall be installed strictly according to the manufacturer's recommendations, the applicable portions of the Standard Specifications as modified herein, and as shown on the plans.

The final elevation and location of the beacons shall be approved by the Engineer prior to the Contractor beginning work.

#### **87-9.04 PAYMENT**

RFB shall be measured by each installed. The unit price shall include all labor, equipment, materials and documentation required to furnish and install the RFB assembly with power supply; Modified Type 1-B Pole ; foundation; pedestrian push button; warning signs and plaques; controller; wireless communication equipment; and mounting hardware.

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

**CIP No. 36105072 , CONTRACT No. 8596**

**PLEASANT VALLEY RD SAFETY IMPROVEMENTS**

**THIS AGREEMENT** ("Agreement") approved by the Board of Supervisors this \_\_\_\_<sup>st</sup> 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:

**PLEASANT VALLEY RD SAFETY IMPROVEMENTS**

The Project is located along Pleasant Valley Rd, 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:

Removal of existing pavement striping and markers; installation of high friction surface treatment, new enhanced wet-night thermoplastic striping, recessed pavement markers, Rectangular Rapid Flashing beacons, and flashing beacons. Other items or details not mentioned above, that are required by the plans, Standard Specifications, or these Special Provisions must be performed, constructed, or installed.

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; the bid forms which include the accepted Proposal, Bid Price Schedule and Total Bid, Subcontractor List, Section 10285.1 Statement, Section 10162 Questionnaire, Section 10232 Statement, Noncollusion Affidavit, Drug Free Workplace Certification, Debarment, Iran Contracting Act Certification, Suspension, Ineligibility, and Voluntary Exclusion Certification, the Contract which includes this Agreement with all Exhibits thereto, including the Fair Employment Practices Addendum, the Performance Bond, and Payment Bond, the drawings listed and identified as the Project Plans; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans 2022, and Standard Specifications 2022, and

standard drawings from the Design and Improvement Standards Manual of the County of El Dorado, revised March 8, 1994 including Resolution 199-91 and Resolution 58-94 to adopt changes to the Design and Improvement Standards Manual; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by the Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein. In case of conflict between this Agreement and any other Contract Document, this Agreement shall take precedence.

### **Article 3. COVENANTS AND CONTRACT PRICE**

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

### **Article 4. COMMENCEMENT AND COMPLETION**

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

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in the Notice to Bidders annexed hereto, plus any extensions thereof allowed in accordance with Section 8 of the Standard Specifications and Special Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **\$5,200**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the Contract time prescribed herein.

### **Article 5. INDEMNITY**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its (their) officers, directors, and employees, and the State of California (State), its officers, directors, agents (excluding agents who are design professionals), associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County, State, , or damage to property, or any economic, consequential or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the State of California, the Contractor, subcontractors or employees of any of these, except for the active, or sole negligence of the County, the State of California government agencies their officers and employees, or where expressly prescribed by statute.

The duty to indemnify and hold harmless the County, the State, associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents.

This indemnification will remain in effect until terminated or modified in writing by mutual agreement.

#### **Article 6. VENUE**

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

#### **Article 7. PERFORMANCE BOND**

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

#### **Article 8. PAYMENT BOND**

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

#### **Article 9. NOTIFICATION OF SURETY COMPANY**

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

#### **Article 10. ASSIGNMENT OF ANTITRUST ACTIONS**

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

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



action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

#### **Article 11. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate 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 25.
8. Contractor otherwise violates any material provision of the Contract Documents.

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

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

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

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

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

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

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

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

#### **Article 13. SUCCESSORS AND ASSIGNS**

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

#### **Article 14. REPORTING ACCIDENTS**

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

#### **Article 15. EMISSIONS REDUCTION**

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

#### **CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

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

Not Used

#### **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.
- C. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" is incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related Work shall incorporate Exhibit B (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the Federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

## **Article 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.
- g. 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.
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in Federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

- k. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1.

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

#### **Article 23. FORCE MAJEURE**

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

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

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

#### **Article 24. INDEPENDENT CONTRACTOR**

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

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

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

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

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

Contractor acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

#### **Article 25. CONFLICT OF INTEREST**

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

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

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

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

#### **Article 26. 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, Fairlane/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:  
James S. Mitrison  
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: \_\_\_\_\_

Pleasant Valley Road Safety Improvements  
**Contract No. 8596, CIP No 36105072**  
February 4, 2025

County of El Dorado  
**Agreement**  
C-11



**EXHIBIT A**  
**CONTRACTOR'S BID AND BID PRICE SCHEDULE**  
**PROJECT NAME**  
**CONTRACT NO. 8596 / CIP NO. 36105072**

| 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        | 130100    |   | Job Site Management   | LS              | 1                  |                         |                         |
| 3        | 149001A   |   | Prepare Fugitive Dust Control Plan  | LS              | 1                  |                         |                         |
| 4        | 120100    |   | Traffic Control System  | LS              | 1                  |                         |                         |
| 5        | 170103    |   | Clearing and Grubbing   | LS              | 1                  |                         |                         |
| 6        | 130300    |   | Prepare Storm Water Pollution Prevention Plan                                 | LS              | 1                  |                         |                         |
| 7        | 037164A   |   | High Friction Surface Treatment   | SY              | 40,709             |                         |                         |
| 8        | 847124A   |   | Thermoplastic Traffic Stripe(Enhanced Wet Night Visibility) (Yellow)          | LF              | 120,264            |                         |                         |
| 9        | 847124B   |   | Thermoplastic Traffic Stripe(Enhanced Wet Night Visibility) (White)           | LF              | 57,870             |                         |                         |
| 10       | 810250A   |   | Pavement Marker (Type D, Two-Way Yellow Retroreflective)                      | EA              | 336                |                         |                         |
| 11       | 810250B   |   | Pavement Marker (Type G, One Way Clear Retroreflective)                       | EA              | 26                 |                         |                         |
| 12       | 870700B   |   | Solar Rectangular Rapid Flashing Beacon (RRFB)                                | EA              | 2                  |                         |                         |
| 13       | 870700A   |   | Solar Flashing Beacon System  | EA              | 1                  |                         |                         |
| 14       | 846012    |   | Thermoplastic Crosswalk and Pavement Markings (Enhanced Wet Night Visibility) | SQFT            | 3130               |                         |                         |
| 15       | 810120    | F | Remove Pavement Marker  | LS              | 1                  |                         |                         |
| 16       | 820270    |   | Remove Roadside Sign (Wood Post)  | EA              | 3                  |                         |                         |

Pleasant Valley Road Safety Improvements  
**Contract No. 8596, CIP No 36105072**  
February 4, 2025

County of El Dorado  
**Agreement**  
C-12

| ITEM NO. | ITEM CODE |  | ITEM DESCRIPTION                                      | UNIT OF MEASURE | ESTIMATED QUANTITY | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|-----------|--|---|-----------------|--------------------|-------------------------|-------------------------|
| 17       | 846020A   |  | Remove Traffic Stripe                                 | LF              | 174,834            |                         |                         |
| 18       | 846035    |  | Remove Thermoplastic Crosswalks and Pavement Markings | SQFT            | 1978               |                         |                         |
| 19       | 999990    |  | Mobilization  | LS              | 1                  |                         |                         |
|          |           |  |   |                 | <b>Total Bid:</b>  |                         |                         |

(F) Final Pay Quantity  
(P) Eligible for Partial Payment  
(LS) Lump Sum

## 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:

**PLEASANT VALLEY ROAD SAFETY IMPROVEMENTS**

**CONTRACT No. 8596/ CIP No. 36105072**

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**

Pleasant Valley Road Safety Improvements  
**Contract No. 8596, CIP No 36105072**  
February 4, 2025

County of El Dorado  
**Agreement**  
C-15

# 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. 8596 / CIP No. 36105072 for the Project PLEASANT VALLEY ROAD SAFETY 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

## PLEASANT VALLEY ROAD SAFETY IMPROVEMENTS CONTRACT NO. 8596 / CIP NO. 36105072

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 #9427328. 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:

**PLEASANT VALLEY RD SAFETY IMPROVEMENTS  
CONTRACT NO. PW 8596 / CIP NO. 36105072**

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  
PLEASANT VALLEY ROAD SAFETY IMPROVEMENTS  
CONTRACT NO. 8596 / CIP NO. 36105072

**PAGE INTENTIONALLY LEFT BLANK**  
**COMPLETE BID SHEET IN QUEST**

(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<br>Address<br>City, State, Zip Code | Phone<br>Fax | License No.<br>DIR No. | Bid Item Number<br>Bid Item Description |                    | Percentage of<br>Each Bid Item<br>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.**

# NONCOLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

## NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The bidder declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party  
making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on \_\_\_\_\_[date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

### NOTE:

The above Noncollusion Declaration is part of the Proposal and required by Title 23 United States Code Section 112 and Public Contract Code Section 7106. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Declaration.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Bidder hereby declares under penalty of perjury under the laws of the State of California that the Bidder has \_\_\_\_\_, has not

Pleasant Valley Road Safety Improvements  
**Contract No. 8596, CIP No. 36105072**  
February 4, 2025

County of El Dorado  
**Proposal**  
Page P-6

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)<br> | DATE EXECUTED                                   |
| PRINTED NAME AND TITLE OF PERSON SIGNING   | TELEPHONE NUMBER (Include Area Code)<br>(     ) |
| 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 Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, I certify subject to penalty for perjury that: i) I am duly authorized to execute this certification on behalf of Bidder; and ii) the option checked below relating to my status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The County has exempted Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the County will be unable to obtain the goods and/or services to be provided pursuant to the Agreement.

The amount of the contract payable to Bidder for the work does not exceed \$1,000,000.

Signed: \_\_\_\_\_

Titled: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract and/or ineligibility to bid on public contracts for three years.

YEAR

**Withholding Exemption Certificate**CALIFORNIA  
FORM**20[ ]**

(This form can be used to certify exemption from nonresident withholding under California R&amp;TC Section 18662. This form cannot be used for exemption from wage withholding.)

**590**

|  |  |  |                     |
|--|--|--|---------------------|
| <b>File this form with your withholding agent.</b><br>(Please type or print) |  | Withholding agent's name   |                     |
| Vendor/Payee's name  |  | Vendor/payee's <input type="checkbox"/> Social Security number<br><input type="checkbox"/> SOS no. <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN |                     |
| Vendor/Payee's Address ( Number and Street)                                  |  | APT no.  | Private Mailbox no. |
| City   |  | State  | ZIP Code            |
|  |  | Vendor/Payee's daytime telephone no.<br>( )  |                     |

**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 \_\_\_\_\_

Pleasant Valley Road Safety Improvements  
**Contract No. 8596, CIP No. 36105072**  
February 4, 2025

County of El Dorado  
**Proposal**  
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# Instructions for Form 590

## Withholding Exemption Certificate

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

### General Information

#### A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

**Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.**

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

#### B Law

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

Withholding is required on:

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

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

#### C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It cannot be completed by the performing entity's agent or other third party.

**Note:** The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or more of the grantors is a nonresident, withhold

ing is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals— Certification of Residency."

#### D Who is a Resident

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

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

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

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

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

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

#### E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

#### F Withholding Agent

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

**Note:** If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and

sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Withholding Services and Compliance Section. See General Information G.

The vendor/payee must notify the withholding agent if:

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

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement.

#### G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at:

[www.ftb.ca.gov](http://www.ftb.ca.gov)

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

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION FRANCHISE  
TAX BOARD

PO BOX 942867  
SACRAMENTO CA 94267-0651

Telephone: (888) 792-4900  
(916) 845-4900 (not toll-free)  
FAX: (916) 845-9512

#### Assistance for persons with disabilities:

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

#### Asistencia bilingüe en español

Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.



# 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<br>DATA<br>RECORD                          | <b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the address shown at the bottom of this page. Prompt return of the fully completed form will prevent delays in processing payments. Information provided in this form will be used by the County of El Dorado to prepare Information Returns (Forms 1099), for withholding on payments to nonresident payees, and for reporting to the Employment Development Department (EDD). |  |   |
|  | <b>NAME AND ADDRESS</b>   |  |   |
|  | Name (as shown on your income tax return)   |  |   |
|  | Business name/Doing business as/Disregarded entity name, if different from above  |  |   |
|  | Physical address (number, street, and apt. or suite)  |  | Remittance address (if different than physical) |
|  | City, state, zip code   |  | City, state, zip code                           |
|  | Phone number  | Fax number (optional)                              | Email (optional)                                |
| FEDERAL TAX<br>CLASSIFICATION<br>&<br>EXEMPTIONS | <b>Check appropriate federal tax classification</b>   |  |   |
|  | <input type="radio"/> Individual / sole proprietor <input type="radio"/> Partnership <input type="radio"/> Trust / estate <input type="radio"/> Other (see instructions) ▶ _____  |  |   |
|  | <input type="radio"/> C Corporation <input type="radio"/> S Corporation      If you are a corporation, do you provide legal or medical services? <input type="radio"/> Yes <input type="radio"/> No   |  |   |
|  | <input type="radio"/> Limited liability company. Enter the tax classification (C=C Corporation, S=S Corporation, P= Partnership)  |  |   |
|  | <b>NOTE: IF YOU ARE A SINGLE MEMBER LLC (DISREGARDED ENTITY), ENTER THE TAX CLASSIFICATION OF THE OWNER IDENTIFIED ON THE NAME LINE.</b>  |  |   |
|  | Exempt payee code (if any) – see instructions _____ Exemption from FATCA reporting code (if any) – see instructions _____   |  |   |
| TAX<br>IDENTIFICATION<br>NUMBER                  | <b>Tax Identification number (TIN)</b>  |  |   |
|  | <b>Enter your TIN in the appropriate box. If you are an individual or sole proprietor, you must enter your SSN. You may choose to provide your EIN in addition to, but not instead of, the SSN. Single member LLCs (disregarded entities) must enter the TIN of the owner identified on the Name line.</b>  |  |   |
| RESIDENCY STATUS                                 | <b>Check appropriate box for residency status</b>   |  |   |
|  | <input type="radio"/> California resident / exempt from nonresident withholding – qualified to do business in California or maintains a permanent place of business in California (attach CA Form 590)  |  |   |
|  | <input type="radio"/> California nonresident (see instructions)   |  |   |
|  | <b>NOTE:</b> Payments to California nonresidents for services performed in California and for certain rents derived from properties located in California that exceed \$1,500 in a calendar year will be subject to 7% nonresident withholding unless you have obtained a waiver or have been approved for reduced withholding by the Franchise Tax Board. There is no withholding on payments for product and for services performed outside of California.          |  |   |
|  | <input type="checkbox"/> Obtained Franchise Tax Board waiver of State withholding (attach a copy if applicable)   |  |   |
|  | <input type="checkbox"/> Obtained Franchise Tax Board approval for reduced withholding (attach a copy if applicable)  |  |   |
|  | California sales tax permit number<br>(required only for California nonresident vendors that charge California sales tax)   |  |   |
| CERTIFICATION                                    | <b>Under penalties of perjury, I certify that:</b>  |  |   |
|  | 1) the TIN shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and 2) I am not subject to backup withholding and 3) I am a U.S. citizen or other U.S. person and 4) the FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct   |  |   |
|  | 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<br>FORM<br>TO                             | Please return completed form to:  |  |   |
|  | Department/office:  | Department of Transportation                       |   |
|  | Mailing address:  | 2850 Fairlane Court, Placerville, California 95667 |   |
|  | Phone:  | 530.621.5311                                       | Fax:  |
|  | Email:  | jennifer.rimoldi@edcgov.us                         |   |

Pleasant Valley Road Safety Improvements  
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|                            |   |
|----------------------------|---|
| PAYEE DATA RECORD          | A completed Payee Data Record is required for payments to all entities and will be kept on file at the County of El Dorado Auditor-Controller's Office. Payees who do not wish to complete the Payee Data Record may elect to not do business with the County of El Dorado. If the payee does not complete the form and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding, California backup withholding and California nonresident withholding.   |
| FEDERAL TAX CLASSIFICATION | <p>Check the applicable federal tax classification. Note that if an LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.</p> <p><b>Individual:</b> Enter the name shown on your income tax return. If the account is in joint names, list first, and then circle, the name of the person or entity whose SSN you entered on the form.</p> <p><b>Sole proprietor:</b> Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p><b>Partnership, C Corporation, or S Corporation:</b> Enter the entity's name on the "Name" line and any business, trade, or "doing business as" name on the "Business name/Doing business as/Disregarded entity name" line.</p> <p><b>Disregarded entity:</b> Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line<br/>(individual/sole proprietor, partnership, C corporation, S corporation, trust/estate).</p> <p><b>Limited liability company (LLC):</b> If the person identified on the "Name" line is an LLC, check the "Limited Liability Company" box only and enter the appropriate code for the U.S. federal tax classification.</p> <p><b>Other entities:</b> Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade or DBA name on the "Business name/Doing business as/Disregarded entity name" line.</p>   |
| EXEMPTIONS                 | <p><b>Exemptions:</b> If you are exempt from backup withholding and/or FATCA reporting, enter in the exemptions box any code(s) that may apply to you. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions. The following codes identify payees that are exempt from backup withholding: <b>1</b> – an organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2); <b>2</b> – The United States or any of its agencies or instrumentalities; <b>3</b> – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; <b>4</b> – A foreign government or any of its political subdivisions, agencies, or instrumentalities; <b>5</b> – A corporation; <b>6</b> – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States; <b>7</b> – A futures commission merchant registered with the Commodity Futures Trading Commission; <b>8</b> – A real estate investment fund; <b>9</b> – An entity registered at all times during the tax year under the Investment Company Act of 1940; <b>10</b> – A common trust fund operated by a bank under section 584(a); <b>11</b> – A financial institution; <b>12</b> – A middleman known in the investment community as a nominee or custodian; <b>13</b> – A trust exempt from tax under section 664 or described in section 4947.</p> <p><b>Exemption from FATCA reporting:</b> The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. <b>A</b>—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37); <b>B</b>—The United States or any of its agencies or instrumentalities; <b>C</b>—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities; <b>D</b>—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i); <b>E</b>—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i); <b>F</b>—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.</p> |
| TAX IDENTIFICATION NUMBER  | <p>Enter your tax identification number (TIN) in the appropriate box. If you are a single member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN. <b>The TIN for individuals and sole proprietors is the Social Security Number (SSN).</b> Sole proprietors may provide their EIN in addition to but not instead of a SSN.</p> <p>The County of El Dorado requires that all parties entering into business transactions that may lead to payment(s) from the County provide their Taxpayer Identification Number (TIN). The TIN is also required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p>   |
| RESIDENCY STATUS           | <p><b>Are you a California resident or nonresident?</b></p> <p>A <b>corporation</b> will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A <b>partnership</b> is considered a resident partnership if it has a permanent place of business in California. An <b>estate</b> is a resident if the decedent was a California resident at time of death. A <b>trust</b> is a resident if at least one trustee is a California resident. For <b>individuals and sole proprietors</b>, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p><b>Payments to all nonresidents may be subject to withholding.</b> Nonresident payees performing services in California or receiving certain rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year or if payment is for product. Nonresidents who have been granted a waiver on payments of California source income from the California Franchise Tax Board must submit a copy of the waiver. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="text-align: center;">Withholding Services and Compliance Section: 1-888-792-4900      Email Address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a><br/>For hearing impaired with TTD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p> <p>California nonresidents charging California sales tax are required to provide their California sales tax number.</p>   |
| CERTIFICATION              | <p>Provide the name, title, signature, and telephone number of the authorized individual completing this form. Provide the date the form was completed.</p> <p><b>NOTE:</b> You must cross out item 2 in the certification block if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.</p>   |

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; the Fair Employment Practice Addendum, and the Opt Out of Payment Adjustments for Price Index Fluctuations, if elected, 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 \_\_\_\_\_

**Sign**  
  
**Here**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name and Title of Bidder \_\_\_\_\_

Name of Firm \_\_\_\_\_



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

**PLEASANT VALLEY RD SAFETY IMPROVEMENTS**

**CONTRACT No. 8596 / CIP No. 36105072**

**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)